



**FACILITIES MANAGEMENT**

**OPEN CALL FOR BIDS**

**FOR**

**GRD-508-23: Concrete & Asphalt Repairs 2024**

Request for Open Call Number: **TFM-009-24**

Issued: April 01, 2024

Submission Deadline: **Thursday, April 25, 2024 @ 3:00PM NST**

## REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

Request for Open Call			
Title:	<b>Concrete &amp; Asphalt Repairs 2024</b>		
Open Call #:	<b>TFM-009-24</b>	Issue Date:	<b>April 1, 2024</b>
Questions Deadline:	<b>Eight (8) days prior to closing time, at 3:00pm (NST).</b>	Closing Date & Time:	<b>Thursday April 25, 2024 @ 3:00 pm NST</b>
		Bid Submission Format:	<b>opencalls@mun.ca</b>
		Opening Date, Time & Location:	<b>Thursday, April 25, 2024 @ 3:30 pm NST</b> <b>Via Conference line:</b> <b>1-416-915-6530 (toll free)</b> <b>Access Code: 2772 068 3711</b> <b>Attendee ID: Please press Pound(#)</b>
<b>Bids Irrevocable Period after Submission Deadline:</b>		<b>45 days (See section 1.6)</b>	
<b>Bid Submission: Responses to this solicitation must be submitted by email to <a href="mailto:opencalls@mun.ca">opencalls@mun.ca</a> Email subject line must read: <u>BID SUBMISSION: TFM-009-24 Concrete and Asphalt Repairs 2024</u></b>			
Inquiries and Communication			

**Inquiries and communication:** Strategic Procurement Office, Memorial University of Newfoundland, [opencalls@mun.ca](mailto:opencalls@mun.ca). Inquiries accepted only via email. No phone calls will be accepted. **Please reference open call Title and Open Call # from above, ie: TFM-009-24: Concrete & Asphalt Repairs 2024 in subject line. Emails not containing this requirement information in the subject line will NOT receive a response.**

***Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.***

## ABOUT MEMORIAL UNIVERSITY

As Newfoundland and Labrador's only university, Memorial has a special obligation to the people of this province. Established as a memorial to the Newfoundlanders who lost their lives on active service during the First and Second World Wars, Memorial University draws inspiration from these shattering sacrifices of the past as we help to build a better future for our province, our country and our world.

We are a multi-campus, multi-disciplinary, public university committed to excellence in teaching and learning, research and scholarship, and to public engagement and service. We strive to have national and global impact, while fulfilling our social mandate to provide access to university education for the people of the province and to contribute to the social, cultural, scientific and economic development of Newfoundland and Labrador and beyond.

The Memorial experience goes beyond academics; it invites a discovery of self, community and place. At Memorial, we celebrate our unique identity through the stories of our people – the work of scholars and educators, the ingenuity of students, the achievements of alumni – and the impact we collectively make in the province, the country and the world. Memorial is the natural place where people and ideas become.

Memorial University has more than 18,500 students and 3,600 faculty and staff spread across four campuses and nearly 100,000 alumni active throughout the world. From local endeavors to research projects of national importance, Memorial's impact is felt far and wide.

### ***Mission, Vision and Values***

#### **Vision**

Memorial University will be one of the most distinguished public universities in Canada and beyond, and will fulfill its special obligation to the people of Newfoundland and Labrador.

#### **Mission**

Memorial University is an inclusive community dedicated to innovation and excellence in teaching and learning, research, scholarship, creative activity, service and public engagement.

Memorial welcomes and supports students and scholars from all over the world and contributes knowledge and expertise locally, nationally and internationally.

#### **Values**

*Excellence:* Encouraging and promoting excellence through innovation and creativity, rigor and pragmatism.

*Integrity:* Being honest and ethical in all interactions, maintaining the highest ethical standards in teaching, research, public engagement and service.

*Collegiality:* Engaging others with respect, openness and trust in pursuit of a common purpose, having regard for individuals, ideals and the institution as a whole.

*Inclusiveness and diversity:* Embracing and acting on responsibility to guarantee diversity and equity.

*Responsiveness:* Being receptive to individuals and communities.

*Accountability:* Accepting responsibility for achievement of common goals and objectives.

*Freedom and Discovery:* Supporting the freedom to pursue knowledge that is based on individual and collective intelligence, curiosity, ingenuity and creativity.

*Recognition:* Acknowledging, tangibly, all aspects of university enterprise including teaching and learning, research, scholarship, creative activity and public engagement.

*Responsibility to place:* Valuing and fulfilling the special obligation to the people of Newfoundland and Labrador by supporting and building capacity for excellence that:

- addresses needs and opportunities for Newfoundland and Labrador;
- engages the university community on matters of national and international significance;
- produces and delivers academic programs of national and international calibre; and,
- Recognizes the dynamic opportunities presented by a multi-campus institution.

*Responsibility to learners:* Recognizing students as a first priority and providing the environment and support to ensure their academic and personal success.

*Interdisciplinary collaboration:* Supporting overarching themes in all pursuits that cut across academic units and address significant opportunities and challenges for which Memorial is particularly well positioned to build nationally and internationally recognized capacity.

*Sustainability:* Acting in a manner that is environmentally, economically and socially sustainable in administration, academic and research programs.

Memorial's exceptional staff and students contribute to the vitality and positive environment of the university through active community engagement. Memorial University has always been a publicly engaged institution. Since the founding of the University in 1949, the work of many of Memorial's students, faculty and staff has emphasized the importance of strong, sustained partnerships with members of the public of Newfoundland and Labrador and beyond.

## **Faculty and Staff**

Memorial is one of the largest employers in the province, with approximately 3,600 faculty and staff. Memorial has been recognized as an Employer of Distinction by the Newfoundland and Labrador Employers' Council, which is reflective of its investment in comprehensive benefits, services such as childcare and recreation facilities, emphasis on work-life balance, and its vibrant work environment.

## **Governance and Administration**

The management, administration and control of the property, revenue, business and affairs of the University are vested in a Board of Regents. The Board is appointed under the *Memorial University Act* and is responsible for the management, administration, and control of the property, revenue, business and affairs of the university. Matters of an academic character are in general charge of the Senate of the University.

For more information on Memorial University of Newfoundland, please visit: Memorial's home page: <http://www.mun.ca/>

### **Territory Acknowledgements at Memorial:**

We acknowledge that the lands on which Memorial University's Campus are situated are in the traditional territories of diverse Indigenous groups and we acknowledge with respect the diverse histories and cultures of the Beothuk, *Mi'kmaq*, *Innu*, and *Inuit of this province*

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**END OF SECTION**

## PART 1 – SUBMISSION INSTRUCTIONS

### 1.1 Bids to be Submitted on Time

Bids must be submitted as set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to submit its bid to the email indicated in the Open Call for Bids on or before the Submission Deadline. The Owner does not accept any responsibility for any bids submitted by means other than the email listed above. Bidders making submissions near the deadline do so at their own risk due server availability. The time for the closing will be determined according to the inbox, time stamp on [opencalls@mun.ca](mailto:opencalls@mun.ca).

**Bids received after the closing time based on this time stamp, will NOT be considered.**

### 1.2 Bids to be Submitted in Prescribed Format

- Bidders should submit **one (1)** email submission in PDF format.
- Please note: File size cannot exceed 15 MB. Otherwise server may reject bid submission due to size.
- **Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.**

### 1.3 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is emailed prior to the Submission Deadline marked **BID SUBMISSION AMENDMENT** followed by open call number and name.

**Bidders may revise their bid by email:** [opencalls@mun.ca](mailto:opencalls@mun.ca)

The Owner does not accept any responsibility for amendments submitted by means other than the email listed above. Bidders making submission near the deadline do so at their own risk due to service availability. The time for the closing will be determined according to the inbox, time stamp on [opencalls@mun.ca](mailto:opencalls@mun.ca). Amendments to bids received after the closing time base on this times stamp, will NOT be considered.

Email inquiries and requests for clarification shall be accepted up to eight **(8) days (3:00pm NST)** prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. The Strategic Procurement Office will be the only official source of information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct.

### 1.4 Amendment of Open Call for Bid Documents

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this Open Call for Bids, in the form of an addendum, any relevant information with respect to the Open Call inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Open Call. The Owner shall not be

responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on Memorial University's current service providers: MERX: [www.merx.com](http://www.merx.com), BIDS: [www.bids.ca](http://www.bids.ca) and PODS: [www.pods.net](http://www.pods.net). In addition, all amendments will be published on [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/). Bidders should check on a regular basis for Open Call updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time. In the event there is a discrepancy between MERX, BIDS, and PODS and the official website [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/) website, the [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/) is the official website. Bidders are welcome to register their email address through [opencalls@mun.ca](mailto:opencalls@mun.ca) to receive addendum notifications from Open Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

### **1.5 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the [opencalls@mun.ca](mailto:opencalls@mun.ca) email address prior to the Submission Deadline. The Owner is under no obligation to return withdrawn bids.

### **1.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of **45** days running from the moment that the Submission Deadline passes.

### **1.7 Delivery**

Time is of the essence and delivery schedule(s) are legally binding. Memorial University reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates. Delivery of all materials and services must be DAP (delivered at place) or DDP (delivered duty paid (all locations) and local environs).

### **1.8 Signature**

Memorial University, in consideration of section 11 of the Electronic Commerce Act, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for bid submissions. The electronic form of signature or consent must be directly related to the relevant bid submission at issue and must be reliable, in a manner as determined by Memorial University, for the purpose of identifying the person submitting the bid response. By submitting a bid under this process, the bidder confirms that the signatory has the appropriate and proper authority to bind the bidder to its submission, a confirmation upon which Memorial University relies in the processing of the bid submission.

**Bidders must complete Appendix B –Submission Form. Any bids received without Appendix B completed will be deemed non-complaint.**

### **1.9 Closure**

In the event that the University is closed earlier than normally expected prior to a scheduled open calls closing for that day, or for the full day, the closing date for those open calls will be extended to the next business day for the University at the same time as listed originally.

## 1.10 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division

Dept of Government Services, PO Box 8700 St John's, NL Canada A1B 4J6

Phone: 709-729-3317, Fax: 709-729-0232

Website: [http://www.gs.gov.nl.ca/registries/companies/corp\\_art\\_inc.html](http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html)

**[End of Part 1]**

## **PART 2 – EVALUATION AND AWARD**

### **2.0 Stages of Evaluation**

The Owner will conduct the evaluation of bids in the following stages:

#### **2.1.0 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further.

#### **2.1.1 Stage II – Mandatory Technical Requirements**

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Appendix A - Specifications.

#### **2.1.2 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

### **2.2 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the Open Call, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, shall be disqualified.

### **2.3 Selection of Lowest Compliant Bidder as Preferred Supplier**

Subject to the Owner's reserved rights, the compliant bidder with the lowest pricing will be the preferred supplier, and will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the preferred supplier will be determined by way of a coin toss, in accordance with the Public Procurement Policy. Provincial suppliers, suppliers with a place of business in Newfoundland and Labrador, will be given provincial supplier preference provision. This mandates an allowance of ten percent for provincial suppliers for all procurement below trade agreement thresholds.

Please note, the supplier preference does not apply when the estimated value of the commodity is above the trade agreement threshold shown in the following table.

Public Body	Thresholds			
	Goods	Services	Public Works	Lease of Space
Memorial University	\$133,800	\$133,800	\$334,400	\$100,000

#### 2.4 Notice to Bidder and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement, the form and content of which will be mutually agreed upon between the parties and satisfy any other applicable conditions of this open call within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

#### 2.5 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in the Open Call Particulars within fifteen (15) days of notice of selection the Owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Owner.

#### 2.6 Payment Terms

The University's standard payment terms are net 30 days after delivery of goods, or net 15 days after successful completion of installation as applicable. In the case of services, payment terms are also net 30 days after successful completion of the service. These terms shall also apply in the case of sub-contracted items. Prepayments will not be considered unless the supplier provides an irrevocable standby letter of credit, or the supplier provides a credit reference from its banker (*in conjunction with a 50% materials and labour bond and a 50% performance bond*) satisfactory to the Director of Financial and Administrative Services.

**[End of Part 2]**

## **PART 3 – TERMS AND CONDITIONS OF THE OCB PROCESS**

### **3.1 Open Call Incorporated into Bid**

All of the provisions of this Open call are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this Open call, either as part of its bid or after receiving notice of selection, unless otherwise indicated, shall be disqualified.

### **3.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this Open call. Where information is requested in this Open Call, any response made in a bid should reference the applicable section numbers of this Open Call.

### **3.3 Bids in English**

All bids are to be in English only.

### **3.4 No Incorporation by Reference**

The entire content of the bidder's bid should be submitted in a fixed form, and links to the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

### **3.5 References and Past Performance**

In the evaluation process, the Owner may consider information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Owner or other institutions.

### **3.6 Information in Open Call Only an Estimate**

The Owner and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this Open Call or issued by way of addenda. Any quantities shown or data contained in this Open Call or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this Open Call.

### **3.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

### **3.8 Bid to be Retained by the Owner**

The Owner will not return the bid or any accompanying documentation or samples submitted by a bidder.

### **3.9 Trade Agreements**

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this Open Call.

### **3.10 No Guarantee of Volume of Work or Exclusivity of Contract**

The Owner makes no guarantee of the value or volume of work to be assigned to the preferred supplier. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Owner may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.11 Communication After Issuance of Open Call**

Bidders shall promptly examine all of the documents comprising this Open Call, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information in writing by email to [opencalls@mun.ca](mailto:opencalls@mun.ca) on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the Open Call Contact shall be deemed to be received once the email has entered into the Open Call Contact's email inbox. No such communications are to be directed to anyone other than the Open Call Contact, and the Owner shall not be responsible for any information provided by or obtained from any source other than the Strategic Procurement Office. The Owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Open Call Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the bidder concerning this Open Call or its process.

### **3.12 All New Information to Bidders by Way of Addenda**

This Open Call may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Open Call, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Open Call and may contain important information, including significant changes to this Open Call. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), bidders MUST confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

### **3.13 Addenda and Extension of Submission Deadline**

Any addendum issued within four (4) calendar days of the Open Call for Bids closing (Including on closing day) will extend closing by a reasonable period to be determined by Memorial University.

When evaluating bids, the Owner may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the Owner shall, if accepted by the Owner, form an integral part of the bidder's bid.

### 3.14 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the Open Call will be publicly posted at [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/). There will be no issuing of regret letters.

### 3.15 Debriefing

In accordance with the Public Procurement Act and Regulations, unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the Open call contact. The intent of the debriefing information session is to provide the bidder an overview of their bid and why it was unsuccessful and to help the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. A debriefing shall not disclose information regarding another bidder's bid.

### 3.16 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the Open Call process, the complaint should be provided in writing and within the parameters established by section 25 of the Public Procurement Regulations, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

### 3.17 Conflict of Interest and Prohibited Conduct

The Owner may disqualify a bidder for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, that constitutes a conflict of interest.

The Owner reserves the right to disqualify any bidder that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage.

For the purposes of this Open Call, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the Open Call process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Open Call process (including but not limited to the lobbying of decision makers involved in the Open Call process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Open Call process or render that process non-competitive or unfair.

Bidders are required to disclose, to the Open Call Contact, any potential or perceived conflict of interest issues prior to Open Call closing date and time.

### **3.18 Disqualification for Prohibited Conduct**

The Owner may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Owner determines that the bidder has engaged in any conduct prohibited by this Open Call.

### **3.19 Bidder Not to Communicate with Media**

Bidders must not at any time directly or indirectly communicate with the media in relation to this Open Call or any agreement entered into pursuant to this Open Call without first obtaining the written permission of the Open Call Contact.

### **3.21 No Lobbying**

Bidders must not, in relation to this Open Call or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

### **3.22 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Open Call.

### **3.23 Past Performance or Past Conduct**

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honor submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.
- (d) performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidders performed the Work in accordance with the contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the project being bid on, by way of previous contractor performance evaluations.

In addition, the Owner may suspend the bidding privileges of a supplier with regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

### 3.24 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this Open Call either before or after the issuance of this Open Call:

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this Open Call and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the bidder to the Owner immediately upon the request of the Owner.

### 3.25 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A bidder must identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the Open Call process, including the evaluation of bids.

The Bidder agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*. The Bidder acknowledges that contracting with the Owner is a public process and any information provided through this process and any records the Bidder supplies to the Owner, including the terms and conditions of any Agreement entered into, may be subject to requests under the *ATIPPA, 2015*. In the event of a request to Memorial for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a bidder has any questions about the collection and use of personal information pursuant to this Open Call, questions are to be submitted to the Open Call Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.ni.ca/guidance/documents>.

### 3.26 Reserved Rights of the Owner

The Owner reserves the right to:

- (a) make public the names of any or all bidders as well as bid price and value of contract;
- (b) make changes, including substantial changes, to this Open Call provided that those changes are issued by way of addendum in the manner set out in this Open Call; request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;
- (c) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this Open Call consider any other relevant information that arises during this Open call process; and (iii) Unbalanced bids, as determined by the Owner, will be rejected (i.e. prices must fairly represent proper compensation for various items of work to be done).
- (d) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Open Call ;
- (e) verify with any bidder or with a third party any information set out in a bid;
- (f) check references other than those provided by any bidder;
- (g) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) cancel this Open Call process at any stage;
- (i) cancel this Open Call process at any stage and issue a new Open Call for the same or similar deliverables;
- (j) accept any bid in whole or in part; or
- (k) reject any or all bids;
- (l) not necessarily select the lowest or any bidder;

And these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### 3.27 Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials,

advisors or representatives will be liable, under any circumstances, for any claim arising out of this Open Call process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

- (b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Owner's decision not to accept the bid submitted by the bidder for any reason, the Owner's decision to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

### **3.31 Governing Law and Interpretation**

These Terms and Conditions of the Open Call Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

### **3.32 Facility Compliance Requirement**

- (a) Equipment, power tools, instruments and appliances intended for use within Memorial University's facilities must comply with all regulatory requirements related to use and/or installation in University facilities. This includes but is not limited to certification/listing by recognized agencies, Pressure Vessel Act of Newfoundland and Labrador and similar.
- (b) Items provided related to this open call that receive power from the University's electrical system must be certified or listed for use within Canada by a recognized agency such as Canadian Standards Association (CSA) or Underwriter Laboratories Canada (ULC). A full list of agencies recognized by Memorial University is available upon request.
- (c) Equipment, tools, instruments and appliances that generate pressure may require registration as a pressure system with the Province of Newfoundland and Labrador. Compliance with the Boiler, Pressure Vessel and Compressed Gas Regulations under the Public Safety Act of Newfoundland and Labrador and the Boiler, Pressure Vessel, and Pressure Piping Code CSA B51:19 shall be demonstrated.
- (d) The vendor is responsible for all costs associated with ensuring the system is compliant with legislative requirements and for the application and registration processes. Field certifications may be considered but all costs and efforts for such scenarios are the responsibility of the vendor.

**[End of Part 3]**

## **PART 4 – ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS**

- 4.1** Maintaining a healthy and safe environment for all members of the campus community, as well as visitors, is a priority with the University. This involves a commitment from all sectors of the campus community and extends to outside agencies having occasion to come on campus to conduct business.

The following requirements will apply to all work undertaken by contractors and service personnel on any University property or for any work undertaken on behalf of the Owner.

### **4.1.0 Regulations, Codes and Standards**

Contractors shall be familiar with and abide by provisions of various safety codes and standards applicable to the work performed and should refer to:

The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

The codes that must be followed and enforced for safety are:

- (a) The National Building Code, Part 8, Safety Measures at Construction and Demolition Sites (Latest Edition);
- (b) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code;
- (c) The Occupational Health and Safety Act of Newfoundland and Labrador (most current version) and Regulations.

In particular, strict adherence to the Provincial Occupational Health and Safety Act and Regulations and with the National Building Code of Canada, Part 8 is required.

### **4.2.0 General Health and Safety Regulations**

- (a) Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.
- (b) No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian or vehicular traffic.
- (c) Adequate protection shall be provided to prevent the possibility of goods falling from scaffolding or elevated areas. Areas where goods are being loaded or off loaded shall be barricaded or otherwise protected to prevent unauthorized entry. Appropriate warning signs must be posted.
- (d) The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire

alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).

- (e) Due consideration shall be given to fire safety in buildings. Flammable goods must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents or gases.
- (f) Some University buildings contain asbestos and other hazardous materials. Do not alter or disturb any goods believed to contain asbestos (unless this is a duly authorized part of the project). Consult with University officials before proceeding with any work.
- (g) Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).
- (h) Contractors are required to complete the online training module for Memorial's Zero Energy Isolation Program (ZEIP) before mobilizing on site. Training can be accessed via the link: <https://ooc.citl.mun.ca/enrol/index.php?id=21> .
  - First time users must create an account. Click '**Create new account**'. Enter required information and click '**Create my new account**'.
  - A confirmation email will be sent to the email you entered when creating your account. Open that email and click the link it contains.
  - Click '**Zero energy isolation Program for Contractors**'.
  - To enroll in the training, enter the enrollment key: 7653. Click '**Enroll me**'.
  - Complete the training according to the instructions provided in the course.
  - Successful completion certificates shall be available during auditing by Environmental Health & Safety.

**NOTE:** The above requirements are not to be considered all-inclusive and are considered to be complementary to the safety requirements outlined in the agreement between the University and Supplier. Certain conditions and circumstances may require adherence to additional safety requirements.

As a general requirement, contract/service personnel are expected to conduct all work on campus in a professional and safe manner and to give priority to the safety and welfare of members of the campus community.

#### **4.3.0 Contractor Safety Management**

- 4.3.1** All Contractors and Subcontractors to be used by the Contractor in the execution of the Contract shall be required to submit confirmation of a current third party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.
- 4.3.2** All Contractors and Subcontractors shall be required to review and follow all requirements of sections 4.4.5.2. below.

**4.3.3 Prior to Contract award, the Contractor will be required to provide the Information requested in 4.4.5.2. below.**

**4.3.4** The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.

#### **4.4.0 Contractor Safety Management Element**

##### **4.4.1 Purpose**

This element establishes the requirements for the administration and monitoring of contractor health and safety programs and activities at Memorial University. These measures shall ensure that contractors understand their collective responsibility with respect to the Occupational Health & Safety Act and Regulations, Memorial University policy and this element.

##### **4.4.2 Scope**

This procedure shall apply to all work done for Memorial University of Newfoundland with respect to the provision of services as outlined below. Memorial University reserves the right to exempt a Contractor from this element, in whole or in part, based upon an evaluation of the risk of the work being conducted. This evaluation must comply with the hazard identification and risk management element.

##### **4.4.3 Definitions**

**Act:** Newfoundland & Labrador Occupational Health & Safety Act, latest edition.

**Contract:** A documented agreement between Memorial University and a contractor.

**Contractor:** The principal contractor, person, partnership, or corporation bound to execute the work under the contract and defined as such in the agreement is responsible for the supervision of the work so as to ensure the work is carried out in accordance with the contract.

**Project Management Team:** The group assigned by the University to act on behalf of the owner with respect to the execution of Contractor work.

**Principal Contractor:** The person primarily responsible for the carrying out of a contract.

**Regulations:** Newfoundland & Labrador Occupational Health & Safety Regulations, latest edition.

**Subcontractor:** A person, firm or corporation having a direct contract with the Contractor or subcontractor(s) 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.

**Owner:** The Owner, Engineer/Architect are the persons, firms or corporation identified as such in the Contract. The term Owner, Engineer/Architect means, respectively, each of the Owner, Engineer/Architect and their authorized representatives as designated by each such party in writing.

**Work:** The services and job procedure completion that is described in the contract.

#### **4.4.4 Roles and Responsibilities**

##### **4.4.4.1 Project Management Team, including Environmental Health & Safety**

Will monitor the Contractor's performance for health and safety compliance. Monitoring activities may include but are not limited to:

- planned and unplanned workplace inspections;
- attendance of meetings;
- communications of safety related issues and topics, as deemed necessary;
- review of contractor records, inspections, work practices and documentation; and
- complete audits to verify that contractors and subcontractors are meeting their legislative, procedural and contractual responsibilities.

##### **4.4.4.2 Contractors**

Will comply with applicable Federal and Provincial legislation and applicable MUN safety procedures. Contractor responsibilities include but not limited to:

- report all incidents immediately to the required University project team followed by a written incident report within 24 hours;
- be responsible for the safety of subcontractors including those not under their employ;
- stop work if the conditions are such that work cannot be performed safely;
- perform evaluation, monitoring of the workplace to identify potential hazards and associated risks and ensure corrective actions are implemented;
- ensure daily task specific hazard assessments are completed; and
- maintain the accountability of persons responsible for the reporting and correction of hazards.

#### **4.4.5 Procedure**

##### **4.4.5.1 Considerations prior to signing of contract**

Prior to signing of contract, the preferred General Contractor shall provide proof of compliance with 4.4.4.2. within seven (7) calendar days. After a pre-signing start up meeting, the General Contractor shall provide proof of compliance of themselves and their subcontractors with 4.4.4.2. as well as the information requested in Section 4.4.4.2.(a)(b).

##### **4.4.5.2 Requirements**

All Contractors, and their Subcontractors, shall be required to submit confirmation of a current third party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.

Contractors shall also provide the following:

- (a) health and safety policy statement;
- (b) safety program table of contents; and
- (c) site hazard assessment;

The hazard assessment shall be updated by the General Contractor and re-submitted whenever the conditions, work practices or work forces change to the extent that new hazards can be identified.

In lieu of a Subcontractors 3rd party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.

Memorial reserves the right to request and audit the full safety program of Contractors and Subcontractors and their associated documentation. This documentation may include, but not be limited to the following:

- (a) safety program and/or manual
- (b) applicable documented safe work practices;
- (c) inspection reports and schedules;
- (d) required employee safety training certifications and qualifications; and
- (e) updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate.

Request for submission shall be complied with within 7 calendar days of a written request from Memorial's Environmental Health and Safety unit.

Memorial reserves the right to:

- (a) Reject any Contractor that fails to meet the requirements or schedules outlined herein;
- (b) The University reserves the right to stop any work or portion of work where the risk presents an immediate danger.

#### **4.4.5.3 Schedule of Submissions**

General Contractors and their sub-contractors who have complied with 5.1.1 will be permitted to commence physical work on the site however no work shall be performed by the General Contractor, their sub-contractors until such a time as they comply with 5.1.1.

#### **4.4.6 Post-Contract Evaluation**

Environmental Health & Safety will determine the extent of the evaluation of the Contractor's safety performance at the completion of the contract. This evaluation will be conducted by way of a standard contractor safety evaluation form and will be supported by objective evidence documented during the term of the Contract. The records of the evaluation must be retained with the project owner.

#### **4.5 Access To Site**

**4.5.1** All Contractors and Subcontractors to be used in the execution of the Contract shall give advance notification of when they will be on site. Any work to be performed outside of Regular Time must have advance approval of the Owner.

Any discontinuation of the Work which causes a Contractor or their Subcontractors to suspend operations onsite will require the following:

- Contractor/Subcontractors shall notify the Owner of the stop work date.
- Contractor/Subcontractors shall ensure the site is left in a safe and secure condition.
- Contractor/Subcontractors shall ensure that locks and tags on mechanical and/or electrical systems are removed and, where necessary, replaced by the University.
- Contractor/Subcontractors shall not return to site without expressed prior permission from the Owner.

**[End of Part 4]**

## PART 5 – GENERAL CONDITIONS

- 5.1 I/We hereby authorize the Owner to release names of Subcontractors, Suppliers and Manufacturers used in my/our Bid including those as listed in Appendix "D", where such information is requested from the Owner.
- 5.2 I/We understand that Bids that do not list major Subcontractors and Suppliers and Manufacturers where required in Appendix "D" may be rejected.
- 5.3 I/We reserve the right to substitute other Subcontractors and/or Suppliers and/or Manufacturers for any Subcontractor or Suppliers or Manufacturer withdrawing their Bid or becoming bankrupt after the date hereof. Any such substitutes shall be subject to the approval of the Owner and contingent upon evidence of withdrawal or bankruptcy satisfactory to the Owner.
- 5.4 I/We agree that upon approval by the Engineer/Architect, the Owner shall have the right to take possession of any part of the work upon its completion, except for minor deficiency items, and that such possession shall not necessarily constitute acceptance of that part of the work.
- 5.5 I/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.
- 5.6 I/We understand and agree that the Unit Price Table in Appendix "C2" must be completed where indicated and the total amount included in my/our stipulated price for the total performance of the work under Part 4 of the Bid and Acceptance form. I/We understand that the Unit Prices include all costs and charges of every kind, including overhead and profit, to perform the items of work listed in Appendix "A". I/We also understand that these same Unit Prices will be used for additions or deletions to the actual measured quantities.
- 5.7 When Appendix "E" is included in the Open Call, I/we understand that bids which do not list project references, where required in Appendix "E", will be rejected.

### 5.8 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division  
Dept. of Government Services, PO Box 8700  
St John's, NL Canada A1B 4J6  
Phone: 709-729-3317, Fax: 709-729-0232  
Website: [http://www.gs.gov.nl.ca/registries/companies/corp\\_art\\_inc.html](http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html)

**[End of Part 5]**

## **PART 6 – Supplementary Terms and Conditions**

### **6.1 Introduction**

The open call document consist of the Open Call and Acceptance Form, General Conditions of Contract, Supplementary General Conditions of Contract, Special Conditions, Campus Safety and Health Regulations, Contractors Performance Evaluation, Drawings, Specifications and any Addenda to the Contract Documents issued before the open call closing period.

### **6.2 Bid Surety**

Bids shall be accompanied by a copy of a bid security by way of a Bid Bond from a surety company acceptable to the Owner and which is licensed to do business in the Province of Newfoundland and Labrador or a copy of a cheque in the amount of 10 percent of the bid price. Originals to be delivered to Memorial University post tender closing. Bid security will not be required for a total contract value of \$100,000 or less (HST Excluded), unless specifically called for in the contract documents. The bid security will be returned to the bidder upon receipt of the required Performance Bond and Labour and Materials Payment Bond as described in the General Conditions for the Stipulated Price Contract

### **6.3 Site Visit**

A site visit may occur at the time and location identified on the Request for Open Calls for Bids Information Sheet.

Questions will not be answered at the site visit.

Before submitting a bid, Bidders may carefully examine the site of the Proposed Work and fully inform themselves of the existing condition and limitations. It is the responsibility of the Bidder to report any unsatisfactory conditions in writing which may adversely affect the proper completion of the work, to [opencalls@mun.ca](mailto:opencalls@mun.ca), at least **eight (8)** days before the open call closing date. Submission of a bid shall imply acceptance of previously completed Work and the conditions of the site, and the Contractor shall, therefore, be fully responsible for executing the Work in accordance with the Contract Documents.

### **6.4 Substitution of Materials**

The open call shall be based upon using the materials or products as specified without substitution, unless there is an "or approved alternate" clause. Where two or more brand names are specified, the choice shall be left to the bidder. Where only one brand name is stated, there shall be no substitution.

Where the Specifications include the "or approved alternate" clause, substitutions may be proposed provided that the request for a substitution is received in writing at least eight (8) days (3:00pm NST) prior to the open call closing date and shall clearly define and describe the product for which the substitution is requested. Submissions shall compare in tabular form, to the characteristics and performance criteria of the specified material.

It is the Bidder's responsibility to ensure that the substituted article is equivalent to the specified article with regard to design, function, appearance, durability, operation and quality.

Request for substitutions made after the award of the contract will be subject to the requirements of Clause 2.37.0 MATERIALS AND SUBSTITUTIONS in the General Conditions of the Contract and will only be considered under special circumstances or where it is clear, at the Engineer's/Architect's discretion, that proposed substitution will provide a substantial benefit to the Owner.

Approval of the substitution shall be in the form of an addendum to the Specifications.

**The decision on substitutions will be final.**

#### **6.5 Completion date**

Bidders shall state the time required to complete the Contract from time of open call award. The bidder shall, within seven (7) days after the Contract is award submit a preliminary construction schedule indicating as closely as possible the starting and completion dates for the major sections of the Work.

**[End of Part 6]**

**APPENDIX A – SPECIFICATIONS AND DRAWINGS**

**SPECIFICATIONS AND DRAWINGS  
LOCATED AT THE END OF THIS DOCUMENT**

## APPENDIX B – SUBMISSION FORM

### 1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the Open Call process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

### 2. Offer

The bidder has carefully examined the Open Call documents and has a clear and comprehensive knowledge of the Deliverables required under the Open Call. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the Open Call, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C1 and/or C2 and/or C3).

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the Open Call and in the Pricing Form (Appendix C1 and/or C2 and/or C3). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 4. Addenda

- 4.1** The bidder is deemed to have read and accepted all addenda issued by the Owner. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is required to confirm that it has received all addenda by listing the addenda numbers in table below: **(Listing of individually the numbers of each Addendum received in the blank space)**

**NOTE: FAILURE TO COMPLETE "TABLE: ADDENDA RECEIVED" LOCATED BELOW SHALL RESULT IN BID DISQUALIFICATION:**

<b>TABLE 1.10: ADDENDA RECEIVED</b>

Bidders who fail to complete the above table will be deemed to have not received all posted addenda and shall be deemed **non-compliant**.

**5. No Prohibited Conduct**

The bidder declares that it has not engaged in any conduct prohibited by this Open Call.

**6. Disclosure of Information**

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Owner to the advisers retained by the Owner to advise or assist with the Open Call process, including with respect to the evaluation of this bid.

**7. Bid Irrevocable**

The bidder agrees that its tender shall be irrevocable for a period of **45** days running from the moment that the Submission Deadline passes.

**8. Execution of Agreement**

The bidder agrees that in the event its bid is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A (or in a form mutually acceptable to the parties) to this Open Call in accordance with the terms of this Open Call. Failure to submit this signature section will render the proposal **NON-COMPLIANT** and the proposal will be disqualified.

**BIDDER SIGNATURE FORM:**

**BIDDERS MUST COMPLETE THE BIDDER SIGNATURE FORM. ANY BIDS RECEIVED WITHOUT THE BIDDER CONTACT FORM COMPLETED WILL BE DEEMED NON-COMPLIANT**

*(See Part 1 section 1.8 for Electronic Signature acceptance)*

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Bidder Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Bidder Representative

\_\_\_\_\_  
Title of Bidder Representative

\_\_\_\_\_  
Date

***I have the authority to bind the bidder.***

**IN SIGNING THIS PAGE AND SUBMITTING YOUR PROPOSAL, THE PROPONENT ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS DOCUMENT**

**APPENDIX C1 – PRICING FORM**

**1. INSTRUCTIONS ON HOW TO COMPLETE THE PRICING FORM**

- Rates must be provided in Canadian Dollars
- Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law
- Owner: Having carefully examined the site and all conditions affecting the proposed work as well as the Bid Documents including the Drawings and Specifications, all Addenda and the Instructions to bidders, I/We, the undersigned, hereby offer to furnish all necessary labour, materials, superintendence, plant, tools, equipment, etc., required to complete all work requisite and necessary for the proper execution of this Contract, expeditiously and in the satisfactory manner and accept in full payment therefore a stipulated sum of:

<p>The scope of work for both Price A and Price B is outlined in the contract documents - see specification section 01 10 00 Summary of Works. The Owner reserves the right to delete any or all parts of this tender and award individual and/or combined parts. <b>For this particular OCB, Price B will not be awarded without also awarding Price A. Price A can be awarded without Price B. Price C will be awarded with Price A.</b></p>		
	<b>Contract Bid HST Excluded</b>	
<b>PRICE A (see Section 01 10 00): Subtotal</b>		HST EXCLUDED
<b>PRICE B (see Section 01 10 00): Subtotal</b>		HST EXCLUDED
<b>PRICE C: Sum of Allowances (Section 01 21 00)</b>	\$30,000.00	HST EXCLUDED
<b>D: Total: [\$(A+B+C)]</b>		HST EXCLUDED

I/We agree to commence work within two (2) weeks after the acceptance of my/our Bid and complete the work in \_\_\_\_\_ weeks from the acceptance of the Bid and to coordinate the scheduling of our work with that of all Subcontractors working on the Project. The time of completion indicated herein is required and will be a significant factor in assessing bids.

**2. THE DELIVERABLES:**

**GRD-508-23: Concrete & Asphalt repairs 2024**  
as per specifications listed in Appendix A

**3. MANDATORY SUBMISSION REQUIREMENTS**

**Submission Form (Appendix B)**

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

**Each bid must include Pricing Form (Appendix C1) as per instructions on form.**

**Where Appendix C2 and C3 are required, they must be included in bid submission.**

## APPENDIX C2 – UNIT PRICE TABLE

Hereunder is a Unit Price Table that will be used for both credits and additional work as directed by the Owner's Representative. **All items are supply and installation.** The value of any credits or additional work authorized by and measured with the Owner's Representative shall be multiplied by the stated unit prices to determine the value of any credits or additional work performed.

Item No.	Tender Item	Unit	Unit Price (HST Excluded)
1	Curb Removal	M	
2	Curb and Gutter Removal	M	
3	Concrete Sidewalk Removal	M <sup>2</sup>	
4	Asphalt Removal	M <sup>2</sup>	
5	Granular Class B Material	M <sup>2</sup>	
6	Granular Class A Material	M <sup>2</sup>	
7	Concrete Curb	M	
8	Concrete Curb and Gutter	M	
9	Concrete Sidewalk	M <sup>2</sup>	
10	Asphalt (80mm thickness)	M <sup>2</sup>	
11	Grind and Patch	M <sup>2</sup>	
12	Line Painting	LS	
13	Sign and Post	EA	
14	Reset Brick Pavers	LS	
15	Remove Line Painting	LS	
16	Topsoil and Sod (150 mm thick)	M <sup>2</sup>	
17	New Catch Basin Frame and Cover	EA	
18	New Man Hole Frame and Cover	EA	
19	New Galvanized steel bollards	EA	
20	New Wooden bollards	EA	
21	New surface plate for visually impaired	EA	
22	New sign post with foundation	EA	

## APPENDIX D - LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors, Suppliers and/or Manufacturers referred to in Section no. **5.1 of Part 5 of the Open Call and Acceptance Form**. The Subcontractors and Suppliers whose bids have been used in the preparation of this Bid must be listed in full including work to be done by own forces (B.O.F.). By Own Forces will be considered valid and satisfactory only if, prior to award, the supplier provides three (3) current (< 3 years) references of satisfactory completion of trade work of similar **scale, scope and complexity** as that described within the Bid documents. Trade certifications may be requested in addition to the references above. The determination of suitability is entirely at the discretion of the owner and shall be based on submitted documentation. The owner may use their knowledge and understanding of experience and performance of the Contractor on past work in lieu of this submission. The list will be subject to the approval of the Owner.

**NOTE: FAILURE TO COMPLETE THIS PORTION OF THE BID SUBMISSION SHALL RESULT IN DISQUALIFICATION.**

The trades below, if listed, have been identified by the owner, however it is the Bidder's responsibility to identify all applicable subtrades.

TRADE/DIVISION	SUBCONTRACTOR - SUPPLIER - MANUFACTURER
Concrete Works	
Roofing & waterproofing*	
Asphalt placement	
Line painting	
Traffic control	
Landscaping	
Earthworks	
Steel bollards	
Wooden bollards	
Warning surface plates	
Frame & Cover	

\*Must be carried out by approved subcontractor



**DEPARTMENT OF FACILITIES MANAGEMENT**

**GENERAL CONDITIONS**

**AND**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**FOR**

**THE STIPULATED PRICE CONTRACT**

May 2023



**GENERAL CONDITIONS AND AGREEMENT  
BETWEEN OWNER AND CONTRACTOR FOR THE STIPULATED PRICE CONTRACT**

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## **1.0 GENERAL CONDITIONS**



## **1.1.0 DEFINITIONS**

### **1.1.1 Contract Documents**

The Contract Documents consist of the Instructions to bidders, Executed Agreement between the Owner and the Contractor, General Conditions of Contract, Supplementary General Conditions of Contract, Special Conditions, Campus Safety and Health Regulation, Contractor Performance Evaluations, Specifications, Drawings and such other documents forming part of the open call, 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 bid and any Addenda to the Specifications issued during the bidding period shall also form part of the Contract Documents.

### **1.1.2 Owner, Engineer/Architect, Contractor**

The Owner, Engineer/Architect and Contractor are the persons, firms or corporation identified as such in the Agreement. The term Owner, Engineer/Architect and Contractor means the Owner, Engineer/Architect and Contractor or their authorized representatives as designated by each party in writing.

### **1.1.3 Subcontractors**

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.

### **1.1.4 The Project**

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

### **1.1.5 The Work**

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

### **1.1.6 Place of Work**

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

### 1.1.7 Products/Materials/Equipment

The term Products/Materials/Equipment means all materials, machinery, equipment and fixtures forming the 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.

### 1.1.8 Other Contractor

The term Other Contractor means any persons, 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.

### 1.1.9 Time

- a) The Contract Time is the time stated in the Open Call for Bid and Acceptance Form for substantial performance of the Work.
- b) The date of substantial performance of the Work is the date certified by the Engineer/Architect.
- c) The term day, as used in the Contract Documents, shall mean the calendar day.
- d) The term working day means any day observed by the construction industry in the area of the place of the Work.

### 1.1.10 Substantial Performance of the Work

A Contract shall be deemed to be substantially performed:

- 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) 3% (Three per centum) of the first two hundred and fifty thousand dollars (\$250,000) of the Contract Price;
  - (ii) 2% (Two per centum) of the next two hundred and fifty thousand dollars (\$250,000) of the Contract Price; and
  - (iii) 1% (One per centum) of the balance of the Contract Price.
- c) When the Work or a substantial part thereof is ready for use or is being used for the purpose intended and where the Work cannot be completed expeditiously for

reasons beyond the control of the Contractor, the value of the remaining Work to be completed shall be deducted from the Contract Price in determining substantial performance.

#### **1.1.11 Total Performance of the Work**

Total Performance of the Work shall mean when the entire Work except those items arising from the provision **2.26.0 WARRANTY** has been performed to the requirements of the Contract Documents and is so certified by the Engineer/Architect.

#### **1.1.12 Changes in the Work**

Changes in the Work means additions, deletions or other revisions to the Work within the general scope of Work as contemplated by the Contract Documents.

#### **1.1.13 Extra Work**

Extra Work means any additional work or service, the performance of which is beyond the scope of Work as contemplated by the Contract Documents.

### **2.2.0 DOCUMENTS**

**2.2.1** The Contract Documents shall be signed in triplicate by the Owner and the Contractor.

**2.2.2** Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

**2.2.3** 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 on the same drawing;
- c) Drawings of larger scale shall govern over those of smaller scale of the same date;
- d) Specifications shall govern over drawings;
- e) Special Conditions shall govern over Specifications;
- f) The General Conditions of Contract shall govern over Specifications;
- g) Supplementary General Conditions shall govern over the General Conditions of the Contract;

h) The Executed Agreement between the Owner and the Contractor shall govern over all documents.

**2.2.4** The Contractor will be provided, without charge, up to twelve (12) sets of Contract Documents or parts thereof as are reasonably necessary for the performance of the Work.

**2.2.5** The Contractor shall keep a copy of all current Contract Documents and shop drawings on the site, in good order and available to the Engineer/Architect and or their representatives. This requirement shall not be deemed to include the executed Contract Documents.

**2.2.6** Drawings, specifications, models and copies thereof furnished to the Contractor are to be used only with respect to the Work. Such documents and models are not to be otherwise used or revised in any manner without the written authorization of the Owner.

**2.2.7** Models furnished by the Contractor at the Owner's expense are the property of the Owner.

**2.3.0 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK**

**2.3.1** During the progress of the Work, the Engineer/Architect 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.

**2.3.2** Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.

**2.3.3** Additional instructions may be in the form of drawings, samples, models or written instructions.

**2.3.4** Additional instructions will be issued by the Engineer/Architect with reasonable promptness and in accordance with any schedule agreed upon for such instructions.

**2.3.5** The Contractor shall prepare and update, as required, a construction schedule indicating the timing of major activities of the Work. The schedule shall be designed to conform with the Contract Time. The schedule shall be submitted to the Engineer/Architect within seven (7) days of the date of the Owner's letter of award. The contractor shall monitor the progress of the Work relative to the schedule and advise the Engineer/Architect of any revisions required as a result of delays, as provided for in **2.5.0 DELAYS**, and indicating what action will be taken to complete the Work within the Contract Time.

## **2.4.0 ENGINEER/ARCHITECT'S DECISIONS**

- 2.4.1** The Engineer/Architect, 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.
- 2.4.2** The Contractor shall notify the Engineer/Architect in writing within fourteen (14) days of receipt of a decision of the Engineer/Architect referred to in 2.4.1, should they hold that a decision by the Engineer/Architect is in error and/or at variance with the Contract Documents. Unless the Contractor fulfils this requirement, subsequent claims by them for extra compensation arising out of the decision will not be accepted.
- 2.4.3** If the question of error and/or variance is not resolved immediately, and the Engineer/Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer/Architect's written decision.

Any questions of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in **2.11.0 DISPUTES**.

## **2.5.0 DELAYS**

- 2.5.1** If it can be clearly shown that the Contractor is delayed in the performance of the Work by any act or fault of the Owner, Engineer/Architect, then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Owner and the Contractor. The Contractor shall be entitled to be reimbursed for any costs incurred by them 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.
- 2.5.2** 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 by them directly or indirectly then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Contractor.
- 2.5.3** If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lockouts, (including lockouts 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 Engineer/Architect 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.

**2.5.4** No extension shall be made for delays unless written notice of claims is given to the Engineer/Architect within fourteen (14) days of its commencement, providing that in the case of the continuing cause of delay one notice shall be necessary.

**2.5.5** If no schedule is provided under **2.3.0 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK**, no claim for delay will be considered because of failure to furnish instructions until fourteen (14) days after a demand for such instructions had been made and not then unless such claim is reasonable.

**2.6.0 OWNER'S RIGHT TO PERFORM WORK, STOP WORK AND/OR TERMINATE CONTRACT**

**2.6.1** If the Contractor should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of their insolvency or if a Receiver is appointed on account of their insolvency, the Owner may, without prejudice to any other right or remedy they may have, by giving the Contractor or Receiver or Trustee in Bankruptcy written notice, terminate the Contract. If a Performance Bond has been provided by the Contractor guaranteeing faithful performance of the Work, the Owner shall give written notice to the Surety invoking the terms of the bond.

**2.6.2** The Owner may notify the Contractor in writing that they are in default of their contractual obligations, if the Contractor:

- a) Fails to proceed regularly and diligently with the Work; or
- b) Without reasonable cause wholly suspends the carrying out of the Work before the completion thereof; or
- c) Refuses or fails to supply sufficient, properly skilled workmen for 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 Engineer/Architect except in those cases provided in **2.5.0 DELAYS**; or
- d) Fails to make payments due to their Subcontractors, their Suppliers for their workmen; or
- e) Persistently disregards laws or ordinances, or the Engineer/Architect's instructions; or
- f) Otherwise violates the provisions of their Contract to a substantial degree.

Such written notice by the Owner shall instruct the Contractor to correct the default within five (5) working days from the receipt of the written notice. If a Performance Bond has been provided by the Contractor, a copy of such written notice will be provided to the Surety.

- 2.6.3** If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instruction if they:
- a) Commence the correction of the default within the specified time; and
  - b) Provide the Owner with an acceptable schedule for such correction; and
  - c) Complete the correction in accordance with such schedule.
- 2.6.4** If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy they may have:
- a) Correct such default and deduct the cost thereof as certified by the Engineer/Architect from any payment due under the Contract; or
  - b) Terminate the Contract by written notice to the Contractor. If a Performance Bond has been provided by the Contractor, the Owner will provide the Surety with a copy of such notice.
- 2.6.5** If the Owner terminates the Contract under the conditions set out above, they are entitled to:
- a) Take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods and materials, intended for, delivered to and placed on or adjacent to the Work and may complete the Work by whatever method they may deem expedient but without undue delay or expense;
  - b) Withhold any further payments to the Contractor until the Work is finished;
  - c) Upon total performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Engineer/Architect including compensation to the Engineer/Architect for their additional services and a reasonable allowance to cover the cost of any corrections required by **2.26.0 WARRANTY** exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference;
  - d) On expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under **2.26.0 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;

e) Invoke the terms of the Performance Bond if such Bond has been provided under the Contract.

**2.6.6** The Contractor's obligation under the Contract as to the performance of the Work up to the time of termination will remain in force after such termination.

**2.7.0 CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT**

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

**2.7.2** If the Work should be stopped or otherwise delayed for a period of thirty (30) 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 anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the Owner fifteen (15) days' written notice, terminate the Contract.

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

- a) The Engineer/Architect fails to issue a certificate in accordance with **2.16.0 CERTIFICATES AND PAYMENTS**;
- b) The Owner fails to pay the Contractor when due any amount certified by the Engineer/Architect and verified by the audit of the Owner;
- c) The Owner violates the provisions of the Contract to a substantial degree.

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

**2.7.4** If the Contractor terminates the Contract under the conditions set out above, they shall be entitled to be paid for all work performed including reasonable overhead and profit and for any loss sustained upon products, construction machinery and equipment and other damages as the Contractor may have sustained as a result of the termination of the Contract.

**2.8.0 OTHER CONTRACTORS**

- 2.8.1** The Owner reserves the right to let separate contracts in connection with the project of which the Work is part or do certain work by their own forces.
- 2.8.2** The Owner shall, in such cases, coordinate the Work and insurance coverage of other Contractors as it affects the Work of this Contract.
- 2.8.3** The Contractor shall coordinate their work with that of other Contractors and connect as specified or shown in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract Documents as of the date of signing the Contract, shall be evaluated as provided under **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK** and authorized as provided in **2.13.0 CHANGES IN THE WORK AND EXTRA WORK**.
- 2.8.4** The Contractor shall report to the Engineer/Architect any apparent deficiencies in other Contractor's work which would affect this Contract immediately as they come to their attention and 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 they were not reasonably aware.

**2.9.0 ASSIGNMENT**

- 2.9.1** The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Owner.

**2.10.0 SUBCONTRACTORS**

- 2.10.1** The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor shall:
- a) Require their 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 their Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.

The Contractor, therefore, agrees that they will incorporate all the terms and conditions of the Contract Documents into all Subcontractor Agreements they enter into with their Subcontractors.

- 2.10.2** The Contractor shall employ those Subcontractors proposed by them 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.
- 2.10.3** The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other Subcontractors.
- 2.10.4** In the event that the Owner requires a change from any proposed Subcontractor, the Contract price shall be adjusted by the difference in cost occasioned by such required change.
- 2.10.5** The Contractor shall not be required to employ as a Subcontractor any person or firm to whom they may reasonably object.
- 2.10.6** The Engineer/Architect may, upon reasonable request and at their discretion, provide to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.
- 2.10.7** Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.
- 2.11.0      DISPUTES**
- 2.11.1** Differences between the parties to the Contract as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instances by decision of the Engineer/Architect pursuant to the provisions of **2.4.0 ENGINEER/ARCHITECT'S DECISIONS** shall be settled in accordance with the requirement of the General Conditions.
- 2.11.2** The Claimant shall give written notice of such dispute to the other party no later than fourteen (14) days after the receipt of the Engineer/Architect's decisions given under **2.4.0 ENGINEER/ARCHITECT'S DECISIONS**. Such notice shall set forth particulars of the matters in dispute, the probable scope, extent and value of the dispute and relevant provisions of the Contract Documents. The other party shall reply to such notice no later than fourteen (14) days after they receive or are considered to have received it, setting out in such reply their grounds and other relevant provisions of the Contract Documents.
- 2.11.3** Pending settlement of the dispute, the Engineer/Architect will give such instructions as, in their opinion, are necessary for the proper performance of the Work or to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor cost incurred by the Contractor in carrying out such instructions which they were

required to do beyond what the Contract Documents correctly understood and interpreted would have required them to do, including costs resulting from interruption of the Work.

- 2.11.4** It is agreed that no act by either party shall be construed as a renunciation or waiver of any of their rights or recourse, provided they have given the notices in accordance with Paragraph 2.11.2 and have carried out the instructions as provided in Paragraph 2.11.3.
- 2.11.5** If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.
- 2.11.6** In recognition of the obligation of the Contractor to perform the disputed work as provided in Paragraph 2.11.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

## **2.12.0 INDEMNIFICATION**

- 2.12.1** Except as provided in Paragraph 2.10.2, the Contractor shall be liable for and shall indemnify and hold harmless the Owner and the Engineer/Architect, their agents and employees from and 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.
- 2.12.2** The Contractor shall not be liable under Paragraph 2.12.1 if the injury, death, loss or damage is due to any act or neglect of the Owner or Engineer/Architect, their agents or employees.

## **2.13.0 CHANGES IN THE WORK AND EXTRA WORK**

- 2.13.1** The Owner may, without invalidating the Contract, make changes by altering, adding to or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly; and
- 2.13.2** No change in the Work shall be made without prior written order from the Owner, and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**. Signed faxed copies are acceptable at the discretion of the Owner.

**2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**

**2.14.1** The value of any change shall be determined in one or more of the following methods:

- a) By estimate and acceptance in a lump sum;
- b) By unit prices subsequently agreed upon;
- c) By cost and a fixed or percentage fee.

In the case of changes in the Work valued as outlined in Paragraph 2.14.1(a) (as will be the usual case), the Contractor will submit an itemized estimate of all materials and labour (including Subcontractor's work) to complete the change.

In the case of changes in the Work as valued in Paragraph 2.14.1 (c), the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the change.

The submissions in both cases shall be in the manner acceptable to the Engineer/Architect and will show separately the following percentages for overhead and profit:

- (i) Subcontractors shall include, in the breakdown, their 15 percent mark-up (10 percent of the estimated cost for the overhead and 5 percent for profit).
- (ii) The Contractor shall include, in the breakdown, the percentages as outlined in (i) for the overhead and profit on their portion of the Work.
- (iii) The Contractor shall add 10 percent to the Subcontractor's pricing for their own profit and overhead combined.

**2.14.2** Notwithstanding the provisions of Paragraph 2.14.1, in case of changes in the Work, the amount charged for equipment rentals shall be that provided in the rental Contract, and no additional amount shall be paid as markup for overhead or profit for the Contractor or Subcontractor.

**2.14.3** When a change in the Work is proposed or required, the Contractor shall present to the Engineer/Architect for approval their claim for the change in the Contract Price and/or change in the Contract Time in a form acceptable to the Engineer/Architect and including the appropriate documentation. The Engineer/Architect shall satisfy themselves as to the correctness of such claim, and when approved by the Owner, a change order will be issued to the Contractor to proceed with the change. The value of Work performed in the change shall be included for payment with the regular certificates for payment.

- 2.14.4** In the case of changes in the Work to be paid for under methods (b) and (c) of Paragraph 2.14.1, the form of presentation of costs and methods of measurement shall be agreed to by the Engineer/Architect 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.
- 2.14.5** 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 valuation, measurement and the change in Contract Price and/or Contract Time will be subject to final determination in the manner set out in **2.11.0 DISPUTES**. In this case, the Engineer/Architect shall, with the consent of the Owner, issue a written authorization for the change setting out the method of valuation and, if by lump sum, their valuation of the change in Contract Price and/or Contract Time.
- 2.14.6** In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Engineer/Architect shall certify the value of the Work performed in accordance with their own evaluation of the change and include the amount with the regular certificates for payment. The Contractor shall keep accurate records of quantities and cost of such work.
- 2.14.7** It is intended in all matters referred to above that both the Engineer/Architect and Contractor shall act promptly.
- 2.14.8** Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Document, an equitable deduction from the Contract amount by the Architect/Engineer shall be made to compensate the Owner for the uncorrected or uncompleted work.
- 2.14.9** Credits will be based on the net cost of material and labour or the net difference in the unit price quantities.
- 2.15.0 APPLICATION FOR PAYMENT**
- 2.15.1** Applications for payment on account may be made monthly as the Work progresses.
- 2.15.2** Applications for payment shall be made monthly on a date to be agreed upon between the Owner and the Contractor, and the amount claimed shall be for the value proportionate to the amount of the Contract, of the Work performed and products delivered to the site at that date.
- 2.15.3** The Contractor shall submit to the Engineer/Architect, before the first application for payment, a schedule of values of the various parts of the Work aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.

- 2.15.4** This schedule shall be made out in such form and supported by such evidence as to its correctness as the Engineer/Architect may reasonably direct and, when approved by the Engineer/Architect, shall be used as the basis for application for payment.
- 2.15.5** 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 Engineer/Architect may reasonably require to establish the value and delivery of the products.
- 2.15.6** With each monthly claim for payment, except the first, the Contractor shall submit a Statutory Declaration attesting that they have made all payments to Subcontractors, Suppliers, and workmen on behalf of whom amounts were included in the previous claim for payment.
- 2.15.7** Applications for release of holdback monies following the substantial performance of the Work and the application for final payment shall be made at the time in the manner set forth in **2.16.0 CERTIFICATES AND PAYMENTS**.
- 2.15.8** For **all** projects, it should be clearly understood that the University's policy is as follows:
- a) Each Progress Claim must be accompanied by a breakdown indicating amounts included for each Subcontractor;
  - b) When the University makes a Progress Payment, it is made in prorated amounts on behalf of those Subcontractors for whom amounts have been included in the corresponding Progress Claim;
  - c) The Contractor submitting the Progress Claim **must** make payment of the amounts included for the various Subcontractors to the various Subcontractors within ten (10) working days of issuance of the Progress Payment by the University.
  - d) Monthly payment amounts are not final or conclusive as to their value or quality of work performed and are subject to reopening and readjustment
- 2.15.9** Contractors not following the above procedures will be considered to be in default of their Contract, and the University may proceed in accordance with **Article 2.6.0 OWNER'S RIGHT TO PERFORM WORK, STOP WORK AND/OR TERMINATE CONTRACT** Subsection **2.6.2 (d)** of the General Conditions.

## **2.16.0 CERTIFICATES AND PAYMENTS**

**2.16.1** The Engineer/Architect shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with **2.15.0 APPLICATION FOR PAYMENT**, issue a certificate for payment in the amount applied for or such amount as they shall determine to be properly due. If the Engineer/Architect amends the application, they shall promptly notify the Contractor in writing, giving their reason(s) for the amendment.

**2.16.2** The Owner shall, within thirty (30) days of receipt and approval by the Owner of a certificate for payment from the Engineer/Architect, make payment to the Contractor on account.

**2.16.3** Notwithstanding any other provisions of the Contract:

- a) Where legislation permits and where, upon application by the Contractor, the Engineer/Architect has certified that a Subcontract has been totally performed to their satisfaction prior to the Substantial Performance of this Contract, the Owner may, at their discretion, pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitations Period stipulated in the Mechanic's Lien Act applicable to the place of the Work and subject to the following conditions:
  - (i) A copy of the Contract between the Subcontractor and the General Contractor must be submitted.
  - (ii) The Subcontract is completed without deficiencies.
  - (iii) The warranty for the Subcontract will not start until Substantial Performance of the General Contract.
  - (iv) The General Contractor provides an approved Statutory Declaration that all monies have been paid to the said Subcontractor.
  - (v) The General Contractor provides an approved Waiver of Lien from this Subcontractor.
  - (vi) The Contractor and the Subcontractor provide an approved Waiver of Claim for all work associated with this Subcontractor.
  - (vii) A certificate is issued by the Engineer/Architect indicating that the Subcontract has been totally completed to their satisfaction.
  - (viii) The Owner will, at that time, release the total amount specified on the Subcontractor's Contract.

- 2.16.4** Notwithstanding the provisions of Paragraph 16.3 (a) and notwithstanding the wording of such certificate, the Contractor shall ensure that such work is protected pending the Total Performance 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.
- 2.16.5** The Engineer/Architect shall within ten (10) days of receipt of an application from the Contractor for a Certificate of Substantial Performance make an inspection and assessment of the Work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of their inspection notify the Contractor of their approval or the reasons for their disapproval of the application. When the Engineer/Architect finds the Work to be substantially performed, they shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Engineer/Architect, in consultation with the Contractor, shall establish a reasonable date for the Total Performance of the Contract.
- 2.16.6** Following the issuance of the Certificate of Substantial Performance and upon receipt from the Contractor of all documentation called for in the Contract Documents, the Engineer/Architect shall issue a Certificate for Payment of holdback monies, providing that no lien or privilege claims against the Work exists, that the Contractor has submitted to the Owner a sworn statement 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 Performance of the Work and for which the Owner might in any way be held responsible, have been paid in full and that the Contractor has submitted to the Owner a waiver of all claims associated with this project except holdback monies properly retained. The holdback monies will become due and payable on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanic's Lien Act applicable to the place of buildings. The Owner may retain out of such holdback monies any sum required by law to satisfy any liens against the Work or other monetary claims against the Contractor which may be enforceable against the Owner.
- 2.16.7** The Engineer/Architect shall, within ten (10) days of receipt of an application from the Contractor for payment upon Total Performance of the Contract, make an inspection and assessment of the Work to verify the validity of the application. The Engineer/Architect shall, within seven (7) days of their inspection, notify the Contractor of their approval or the reasons for their disapproval of the application. When the Engineer/Architect finds the Work to be totally performed to their satisfaction, they shall issue a Certificate of Total Performance and certify for payment the remaining monies due to the Contractor under the Contract, less any holdback monies which are required to be retained. The date of this certificate shall be the date of Total Performance of the Contract. The Owner shall, within thirty (30) days of issuance of such certificate, make payment to the Contractor in accordance with the provisions of the Contract.
- 2.16.8** The release of any remaining holdback monies shall become due and payable on the day following the expiration of the Statutory Limitation period stipulated in the

Mechanics' Lien Act of the place of building provided that no claims against the Work exists and that the Contractor has submitted to the Owner a sworn statement that all accounts for labour, Subcontractors, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Total Performance 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.

- 2.16.9** No certificate for payment, 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.
- 2.16.10** As of the date of Total Performance of the Work as set out in the Certificate of Total Performance of the Work, the Owner expressly waives and releases the Contractor from all claims against the Contractor including, without limitation, those that might arise from the negligence or breach of Contract by the Contractor except one or more of the following:
- a) Those made in writing prior to the date of the Total Performance of the Work and still unsettled;
  - b) Those arising from the provisions of **2.12.0 INDEMNIFICATION** or **2.26.0 WARRANTY**;
  - c) Those made in writing within a period of six (6) years from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work or within such shorter period as may be prescribed by any Limitation Statute of the Province of Newfoundland and Labrador and arising from any liability of the Contractor for damages resulting from their performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Contractor is proven responsible.

As used herein, "substantial defects or deficiencies" means those defects or deficiencies in the Work which affect the Work to such an extent or in such manner that a significant part or the whole of the Work is unfit for the purpose intended by the Contract Documents.

- 2.16.11** As of the date of Total Performance of the Work, as set out in the Certificate of Total Performance of Work, the Contractor expressly waives and releases the Owner from all claims against the Owner including, without limitation, those that might arise from the negligence or breach of Contract by the Owner except those made in writing prior to the Contractor's application for payment upon Total Performance of the Work and still unsettled.
- 2.16.12** In the event of conflict between the provisions of the General Conditions and **2.24.0 DAMAGES AND MUTUAL RESPONSIBILITY**, the provisions of this General Condition shall govern.

**2.16.13** The holdback to be used by the Engineer/Architect when issuing certificates of payment will be ten (10) percent of the value of the Work completed at the date of Contractor's claim.

**2.16.14** Notwithstanding 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) Following the issuance of the Certificate of Substantial Performance, withhold payment of an amount equal to twice the cost as estimated by the Engineer/Architect of remedying deficiencies until the issuance of a Certificate of Total Performance, and no amount of interest will be paid on amounts held under this Clause.

## **2.17.0 TAXES AND DUTIES**

**2.17.1** Unless otherwise stated in the Supplementary General Conditions, the Contractor shall pay all applicable government sales taxes, goods and services taxes, customs duties and excise taxes with respect to the Contract.

**2.17.2** Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the Owner so desires, the Contractor is to cooperate with the Engineer/Architect and Owner and permit access to books and records in order to establish the amount of such taxes involved.

**2.17.3** The Contractor shall maintain full records of their estimates and of actual costs to them of the Work, together with all proper open calls, quotations, contracts, correspondence, invoices, receipts, payments to Subcontractors and Suppliers and vouchers relating thereto and 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 and shall furnish them with any information which they may require from time to time in connection with such records.

## **2.18.0 LAWS, NOTICES, PERMITS AND FEES**

**2.18.1** The laws of the Province of Newfoundland and Labrador shall govern the Work.

**2.18.2** The Contractor shall obtain all permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of open call closing with the following exceptions:

- a) The Contractor shall obtain building permits for the Work but are not required to pay for said permits.
- b) The Contractor shall not include the obtaining of permanent easements or rights of servitude.

**2.18.3** 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, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.

**2.18.4** 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 a variance therewith or changes which necessitate modifications to the Contract Documents are required by the authorities having jurisdiction subsequent to the Open call closing date, the Contractor shall notify the Engineer/Architect in writing requesting direction immediately when any such variance or change is observed by them. The Engineer/Architect will make the changes required to the Contract Documents, and the Contract Price and/or Contract Time shall be adjusted in accordance with **2.13.0 CHANGES IN THE WORK AND EXTRA WORK** and evaluated in accordance with **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

**2.18.5** If the Contractor fails to notify the Engineer/Architect in writing and obtain their direction as required in 2.18.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulation, codes and orders of any authority having jurisdiction, they 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.

## **2.19.0 PATENT FEES**

**2.19.1** 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. They 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 they may be liable.

**2.19.2** 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.

## **2.20.0 WORKERS' COMPENSATION**

**2.20.1** The Contractor shall be registered with and shall remain in good standing with the Workplace Health and Safety Compensation Commission during the term of their Contract.

**2.20.2** At any time during the term of the Contract when requested by the Owner, the Contractor shall provide evidence of compliance by themselves and any or all of their Subcontractors.

## **2.21.0 LIABILITY INSURANCE**

### **2.21.1 Comprehensive General Liability Insurance**

- a) Without restricting the generality of **2.12.0 INDEMNIFICATION**, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to their existing policy, Comprehensive General Liability Insurance acceptable to the Owner and subject to limits set out in detail below, inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
- b) The insurance shall be in the joint names of the Contractor and the Owner. It shall also cover as named Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or their Subcontractors to perform a part or parts of the Work but excluding Suppliers whose only function is to supply and/or transport products to the project site.
- c) The insurance shall also include as Named Insureds the architectural and engineering consultants of the Owner and Engineer/Architect.
- d) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.
- e) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:
  - (i) Premises and Operations Liability
  - (ii) Products or Completed Operations Liability
  - (iii) Blanket Contractual Liability

- (iv) Cross Liability
- (v) Elevator and Hoist Liability
- (vi) Contingent Employer's Liability
- (vii) Personal Injury Liability arising out of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy or wrongful entry
- (viii) Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunnelling and grading, as applicable
- (ix) Liability with respect to non-owned, licensed vehicles.

**2.21.2** The Contractor shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits set out in detail in Article **2.21.0 LIABILITY INSURANCE** subsection **2.21.6**.

**2.21.3** All liability insurance shall be maintained continuously until twelve (12) months after the date the Engineer/Architect issues a Certificate of Substantial Performance.

**2.21.4** The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

**2.21.5** All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds."

**2.21.6** The Contractor shall protect themselves and indemnify and save the Owner harmless from any and all claims which may arise from the Contractor's performance or failure of performance of the Contract and for this purpose shall, without restricting the generality of the foregoing, maintain insurance acceptable to the Owner to the following limits:

- a) Where the contract value exceed \$100,000 (inclusive of HST)
  - Comprehensive General Liability = \$3,000,000.00;
  - Standard Automobile Policy Liability = \$3,000,000.00.

- b) Where the contract value is less than \$100,000 (inclusive of HST)
- Comprehensive General Liability = \$2,000,000.00;
  - Standard Automobile Policy Liability = \$2,000,000.00.

Prior to the commencement of any work hereunder, the Contractor shall file with the Owner a copy of each insurance policy and certificate required.

## **2.22.0 PROPERTY INSURANCE**

**2.22.1** The Contractor shall provide and maintain property insurance acceptable to the Owner insuring the full value of the Work in the amount of the replacement cost or the Contract value, whichever is greater, and the full value as stated of products for incorporation into the Work. The insurance shall be in the joint names of the Contractor, the Owner, the Subcontractors as Unnamed Insured or, if they specifically request, as Named Insured. The policies shall preclude subrogation claims by the Insurer against anyone insured thereunder.

**2.22.2** Such coverage shall be provided by EITHER an ALL RISKS Builders' Risk Policy OR by a combination of a Coverage and Malicious Damage Endorsements and a Builder's Risk Difference in Conditions Policy providing equivalent coverage of Piers, Wharves and Docks, Government Structures Policy.

**2.22.3** The policies shall insure against all risks of direct loss or damage. 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, demolition 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 vessels 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.

**2.22.4** The Contractor shall provide the Owner with evidence of all insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:

**"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds."**

- 2.22.5** All such insurance shall be maintained continuously until ten (10) days after the date the Engineer/Architect issues a certificate of Total Performance. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the terms of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.
- 2.22.6** 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. 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 Total Performance of the Work as the Engineer/Architect may decide.
- 2.22.7** The Contractor and/or their Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.
- 2.22.8** When this Contract pertains to a new building or structure with a total bid amount greater than \$25,000.00, the Contractor shall maintain All Risk Builder's Risk Insurance acceptable to the Owner in the joint names of the Owner and Contractor in the amount of 100 percent of the total value of the Work done and material delivered to the site and payable to the Owner and Contractor as their respective interest may appear.

**2.23.0 PROTECTION OF WORK AND PROPERTY**

- 2.23.1** The Contractor shall protect the property adjacent to the project site from damage as the result of their operations under the Contract.
- 2.23.2** 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 their operations under the Contract except damage which occurs as the result of:
- a) Errors in the Contract documents; and/or
  - b) Acts or omissions by the Owner, their agents, employees or other Contractors.

**2.23.3** Should the Contractor, in the performance of this Contract, damage the Work and/or Owner's property and/or property adjacent to the place of the Work, the Contractor shall be responsible for making good such damage at their own expense or pay all costs incurred by others in making good such damage.

**2.23.4** Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in of **2.12.0 INDEMNIFICATION**, they 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 in **2.13.0 CHANGES IN THE WORK AND EXTRA WORK** and evaluated in accordance with in **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

**2.23.5** The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

The codes that must be followed and enforced for safety are:

- a) The National Building Code, Part 8, Safety Measures at Construction and Demolition Sites (Latest Edition);
- b) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code;
- c) The Occupational Health and Safety Act (1979) and Regulations.

**2.23.6** Any person not following stipulated safety regulations shall be dismissed.

## **2.24.0 DAMAGES AND MUTUAL RESPONSIBILITY**

**2.24.1** 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.

**2.24.2** Claims under this Contract shall be made in writing to the party liable within two (2) weeks after the first observance of such damage and may be adjusted by agreement or in the manner set out in **2.11.0 DISPUTES**.

**2.24.3** 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 or arbitration, if they will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been 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.

**2.24.4** 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.

**2.24.5** Should the Contractor fail to meet the date to substantially perform the Work, as indicated in the Agreement between the Owner and the Contractor, and is unable to provide justification acceptable to the Owner for the delay then the Contractor will be held liable for any liquidated damage amount indicated in **3.0 SUPPLEMENTARY GENERAL CONDITIONS** and may be held liable for payment to the Owner for other damages and losses suffered by the Owner as a result of the Contractor's delay including additional costs for Engineering/Architectural supervision.

## **2.25.0 BONDS**

**2.25.1** The Contractor shall promptly provide the Owner the surety bonds called for in the Open call Documents.

**2.25.2** All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or surety-ship in the Province of Newfoundland and Labrador.

**2.25.3** If bonds are called for in the and Acceptance form, Instructions to Bidders or Supplementary General Conditions, the costs attributable to providing such bonds shall be included in the bid price.

**2.25.4** Should the Owner require the provision of a bond or bonds by the Contractor other than those provided for under 2.25.3, the Contract Price shall be increased by all costs attributable to providing such bonds.

## **2.26.0 WARRANTY**

**2.26.1** The Contractor shall be responsible for the proper performance of the Work to the extent that the design and specifications permit such performance.

**2.26.2** Subject to Paragraph 2.26.1, the Contractor agrees to correct promptly, at their own expense, defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of Substantial Performance of the Work or such longer periods as may be specified for certain products or work.

**2.26.3** The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of Paragraph 2.26.2.

**2.26.4** Neither the Engineer/Architect's final certificate nor payment thereunder shall relieve the Contractor from their responsibility hereunder.

**2.26.5** The Owner and/or Engineer/Architect shall give the Contractor written notice of observed defects promptly.

## **2.27.0 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK**

**2.27.1** The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the requirements of the Contract Documents. They shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

**2.27.2** The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural 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 disciplines 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.

**2.27.3** Notwithstanding the provision of Paragraphs 2.27.1 and 2.27.2 above or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such 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 they are responsible for the execution of the Work.

**2.27.4** The Contractor shall carefully examine the Contract Documents and shall promptly report to the Engineer/Architect any error, inconsistency or omission they may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents which they may discover, and they shall not proceed with the Work affected until they have received corrected or missing information from the Engineer/Architect.

## **2.28.0 PROJECT MANAGER AND SUPERINTENDENCE**

**2.28.1** The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Work site at all times while the Work is being performed.

**2.28.2** The Project Manager shall be satisfactory to the Engineer/Architect and shall not be changed except for good reason and only then after consultation with an agreement by the Engineer/Architect.

The Project Manager shall have a minimum of ten (10) years' experience on construction projects of similar scale, complexity, type and value.

The project manager shall submit a resume and cover letter.

**2.28.3** The Superintendent shall represent the Contractor at the place of work and instructions given to them by the Engineer/Architect shall be held to have been given to the Contractor. Important instructions shall be confirmed to the Contractor in writing, other instructions will be so confirmed if requested.

The superintendent shall have a minimum of ten (10) years' experience on construction projects of similar scale, complexity, type and value.

## **2.29.0 LABOUR AND PRODUCTS**

**2.29.1** Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the requirements of the Contract Documents.

**2.29.2** All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required, and their use shall be subject to the approval of the Engineer/Architect.

**2.29.3** In carrying out their 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 the Human Rights legislation. In the employment of labour, preference should be given to persons normally residing in Newfoundland and Labrador.

**2.29.4** 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.

**2.29.5** The Contractor shall maintain good order and discipline among their employees engaged on the Work and shall employ on the Work only employees skilled in their various trades.

**2.29.6** There shall be no discrimination in the selection of workers for employment on the project in respect to race, religion, views or political affiliation, and the office of the Canada Manpower will be used in the recruitment of workers wherever possible.

- 2.29.7** The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the Work is being performed.
- 2.29.8** The Contractor shall be aware that the majority of hourly-paid and maintenance workers employed within the University are unionized. It is of utmost importance that

any labour force used by the Contractor neither disrupts or be disrupted by any labour conditions existing on the University campus. Failure by the Contractor to familiarize themselves with labour conditions on Campus or disruptions to the Contractor's own labour force because of labour conditions on Campus will not relieve them of their obligations to furnish all labour and materials necessary to carry out the requirements of the Contract.

### **2.30.0 SUBSURFACE CONDITIONS**

**2.30.1** The Contractor shall promptly notify the Engineer/Architect in writing if, in their opinion, the subsurface conditions at the project site differ materially from that indicated or reasonably inferred from the Contract Documents.

**2.30.2** After prompt investigation, should the Engineer/Architect determine that conditions do differ materially, they shall issue appropriate instructions for changes in the Work as provided for in **2.13.0 CHANGES IN THE WORK AND EXTRA WORK**.

### **2.31.0 USE OF THE WORK**

**2.31.1** The Contractor shall confine their apparatus, the storage of products and the operations of their employees to limits indicated by laws, ordinances, permits or by instructions of the Engineer/Architect and shall not unreasonably encumber the premises with their products.

**2.31.2** The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger its safety.

**2.31.3** Unless otherwise provided, the Contractor shall, at their own expense and without expense 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 Engineer/Architect.

**2.31.4** The Contractor shall provide and maintain at their own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to University Users or to the public generally.

**2.31.5** All work shall be executed with the least possible interference with or disturbance to personnel and the Public. The Contractor shall cooperate with the person in charge of the premises. The Contractor shall ascertain from the Owner's representative the hours during which the work shall be performed, conform to the directions of the representative and to the directions of the said representative in determining the order in which the work shall be done.

**2.31.6** The Contractor shall carry out all work required to maintain the building services and to provide necessary access for personnel and vehicles whenever new work affects occupied portions of the building.

**2.31.7** Before final completion of the work, the Owner shall be entitled to make use of any portion of the work which is completed and fit for use for the installation of equipment, storage and furniture, supplies, etc., and for occupancy, if such can be arranged without interfering with the progress of the work.

## **2.32.0 CUTTING AND REMEDIAL WORK**

**2.32.1** The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly and shall coordinate the Work to ensure that this requirement is kept to a minimum.

**2.32.2** Should the Owner, the Engineer/Architect, other contractors or anyone employed by them, be responsible for ill-timed work necessitating additional cutting and/or remedial work to be performed, it shall be valued as provided in **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK** and added to the Contract Price.

**2.32.3** 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.

## **2.33.0 INSPECTION OF WORK**

**2.33.1** The Owner, the Engineer/Architect and their 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.

**2.33.2** If parts of the Work are designated for special tests, inspections or approvals in the Contract Documents or by the Engineer/Architect's instructions or the laws or ordinances of the place of the Work, the Contractor shall give the Engineer/Architect timely notice requesting inspection. Inspection by the Engineer/Architect shall be made promptly. The Contractor shall arrange for inspections by other authorities and shall notify the Engineer/Architect with timely notice of the date and time.

**2.33.3** If the Contractor covers or permits to be covered any of the Work that is designated for special tests, inspections or approvals, before such special tests, the Contractor shall, if so instructed by the Engineer/Architect, uncover the Work, have the inspection satisfactorily completed and make good the Work at their own expense.

**2.33.4** The Engineer/Architect may order any part of the Work to be specifically examined, should they believe such work not to be in accordance with the requirements of the Contract Documents. If upon examination such work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work is found to be in accordance with the requirements of the Contract Documents, the Owner will pay the cost of examination and replacement.

**2.33.5** The Contractors shall furnish promptly to the Engineer/Architect two (2) copies of all certificates and inspection reports relating to the Work.

**2.34.0 REJECTED WORK**

**2.34.1** 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 Engineer/Architect 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.

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

**2.34.3** If, in the opinion of the Engineer/Architect, 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 in the first instance by the Engineer/Architect.

**2.35.0 SHOP DRAWINGS AND SAMPLES**

**2.35.1** 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.

**2.35.2** The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Engineer/Architect may reasonably request.

**2.35.3** Prior to submission to the Engineer/Architect, the Contractor shall review all shop drawings. By this review, the Contractor represents that they have determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, or will do so, and that they have 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.

**2.35.4** The Contractor shall submit shop drawings to the Engineer/Architect for their 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 Engineer/Architect 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 reproducible transparencies or prints as the Engineer/Architect may direct. At the time of the submission, the Contractor shall notify the Engineer/Architect in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

**2.35.5** The Engineer/Architect 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 Engineer/Architect's review will be for conformity to the design concept and for general arrangements 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 Engineers/Architects.

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

**2.35.7** The Contractor shall submit for the Engineer/Architect's approval such standard manufacturer's samples as the Engineer/Architect may reasonably require. Samples shall be labeled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.

**2.35.8** 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 **2.13.0 CHANGES IN THE WORK AND EXTRA WORK**.

## **2.36.0 TESTS AND MIX DESIGNS**

**2.36.1** The Contractor shall furnish to the Engineer/Architect test results and mix designs as may be requested. The testing company must first be approved by the Engineer/Architect.

**2.36.2** The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by law, 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 **2.13.0 CHANGES IN THE WORK AND EXTRA WORK**.

## **2.37.0 MATERIALS AND SUBSTITUTIONS**

**2.37.1** Materials described and named in the specifications with "or approved equal" clause after the Manufacturer's name are so described as to establish quality only, and substitutions of a similar materials may be made before the award of the Contract provided the Engineer/Architect's approval is obtained. Substitutions after the award

may be considered under special circumstances as indicated in Subsection 1.7.4 in the **INSTRUCTIONS TO Bidders**

**2.37.2** 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, together with any increase or decrease in price.

**2.37.3** 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 they shall agree to bear any additional expense incurred due to their use of the proposed substitute.

**2.37.4** The Engineer/Architect may accept or reject any or all of the proposed substitutions as they see fit, and their decision on a question of equality shall be final.

**2.38.0 TIME OF ESSENCE AND SCHEDULE**

**2.38.1** Time is of the essence of the Contract.

**2.39.0 CASH ALLOWANCE**

**2.39.1** The Contract Price includes cash allowances, if any, stated in the Contract Documents.

**2.39.2** Cash allowances, unless otherwise specified, cover the entire cost to the Contractor of services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the Work stipulated under the cash allowances. This also includes the Contractors overhead and profit in connection with such cash allowance.

**2.39.3** The cash allowance shall not include HST.

**2.39.4** Where costs under a cash allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

**2.39.5** The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.

**2.39.6** Progress payments on account of Work authorized under cash allowance shall be included in the Engineer/Architect's monthly certificates for payment.

**2.39.7** A schedule shall be prepared jointly by the Engineer/Architect and Contractor to show the items called for under Cash Allowances. They must be authorized by the Owner for ordering purposes so that the progress of the Work will not be delayed.

**2.40.0 CLEANUP AND FINAL CLEANING OF THE WORK**

**2.40.1** 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.

**2.40.2** When the Work is substantially performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work. They shall also remove waste products and debris, other than that caused by the Owner, other contractors or their employees, and leave the Work clean and suitable for occupancy by the Owner, unless otherwise specified.

**2.40.3** When the Work is totally performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment. They shall also remove waste products and debris other than that caused by the Owner, other contractors or their employees.



### **3.0 SUPPLEMENTARY GENERAL CONDITIONS**



**SUPPLEMENTARY GENERAL CONDITIONS**

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## **4.0 SPECIAL CONDITIONS**



#### **4.1.0 LAYOUT OF WORK**

- 4.1.1** Other than the original lot lines and a bench mark, both shown on the drawings, establish and maintain all grades, lines, levels and well-built batter boards at all corners of the building. As work progresses, lay out on the forms or rough flooring the exact location of all partitions as a guide to all trades.
- 4.1.2** Verify all grades, lines, levels and dimensions as shown on the drawings and report any errors or inconsistencies in the above to the Engineer/Architect before commencing Work.

#### **4.2.0 JOB SIGN**

- 4.2.1** At the start of the job, erect two painted signs as detailed and where located by the Engineer/Architect. This will be the only sign or advertisement permitted on the site unless instructed otherwise by the Engineer/Architect.
- 4.2.2** The signs shall be 8'0" x 8'0" plywood, properly supported. It shall be painted and shall show the names of the building, Owner, Prime Consultant, Major Subconsultants, Contractor and Major Subcontractors. A drawing of the signs to be erected will be supplied by the Engineer/Architect.

#### **4.3.0 TEMPORARY OFFICES AND SHEDS**

- 4.3.1** Construct and maintain, until completion of the Contract temporary offices and storage sheds in approved locations on site for the use of staff.
- 4.3.2** Buildings shall be of weatherproof wood stud and plywood construction completely equipped with adequate lighting, heating and ventilation, and in addition, the Contractor's office shall be fully furnished with desks, plan tables, storage cabinets, file drawers, chairs, stools and plan racks.
- 4.3.3** Provide storage sheds for small tools, equipment, perishable materials, etc., as necessary. All buildings shall be equipped with windows for natural light and doors properly fitted and equipped with locks.
- 4.3.4** Maintain offices and storage sheds in good condition to the approval of the Engineer/Architect from start of Work until final completion of Work or, when directed by the Engineer/Architect, remove offices and sheds from the site and leave areas free of debris and waste materials and in a clean and tidy condition.
- 4.3.5** Offices and storage sheds required by Trade Contractors, such as mechanical and electrical, shall be provided by the trade requiring them.

**4.3.6** Provide an office approximately 120 square feet for the absolute use of the Owner or their representative(s). It shall be properly fitted and furnished with light, heat, telephone, lock and key, shelving, table and chairs and plan rack. The building shall be removed from the site at the completion of the Work.

**4.4.0**      **TEMPORARY SERVICES**

**4.4.1** Light and Power

Furnish all temporary light and power required to provide such intensity of light and sufficient power as necessary for the Work to be carried out under the best conditions. Obtain and pay for all permits and inspection tests required by Provincial and/or Municipal authorities. Pay all charges and maintain fixtures and equipment in good working order. This shall include electric heat.

**4.4.2** Telephone

Install and pay for the operation of one job telephone and one telephone for the use of the Engineer/Architect for the duration of the Contract. Subcontractors requiring individual telephones shall have them installed at their expense. Long distance calls will be at the expense of the party making the calls.

**4.4.3** Toilets

At the start of operations, provide and maintain in sanitary condition sufficient temporary toilets and washing facilities for the use of personnel on the job. Conform to requirements of the Department of Health and other authorities having jurisdiction. Supply adequate quantities of disinfectant and toilet paper. When building toilets and washing facilities are operable, they may be used under the same conditions as the temporary toilets with the latter being removed, leaving all surfaces and areas hygienically clean and in immaculate condition.

**4.4.4** Heat

Provide and maintain in good condition a temporary heating system for use when the building is closed in until the project has been handed over to the Owner. Pay for fuel and maintenance of the system. Maintain temperatures at a minimum of 50° F, (higher if required for special trades). Heating equipment not adequately protected or operated in conditions other than those intended by the manufacturer shall be regarded as temporary. Remove all such equipment and replace with new permanent equipment.

When ready for operation, the permanent heating equipment may be used for temporary heating purposes, subject to the conditions of the Mechanical Division of the specifications. Protect all permanent heating equipment used for temporary heating purposes. Provide satisfactory site conditions for the proper operation of this equipment.

#### 4.4.5 Water Supply

Provide in two convenient locations outside the building line a fresh water supply for the use of all trades.

Where connection cannot be made to an existing water supply, provide adequate size tanks and keep them filled for use of all trades.

#### 4.5.0 PLANT AND MACHINERY

4.5.1 Provide all framework, scaffolding, ladders, cranes, derricks, planks, screens, gantries, tarpaulins, tools, equipment and machinery for the proper execution of the Work. Scaffolding shall be erected without damage of the structure or the finishes, be removed to suit the installation of work of other trades and be promptly removed at completion.

4.5.2 Where it is the normal practice for the trade to provide its own scaffolding, it shall be included in the Subcontract.

#### 4.6.0 PROTECTION OF PUBLIC AND WORKMEN

4.6.1 Part 8 of the National Building Code of Canada, latest edition, shall apply to this project in its entirety. This covers fencing, barricades, Fire protection, excavation, use of streets or public property, control of vehicular traffic and mechanical methods of demolition.

4.6.2 The latest edition of Canadian Construction Safety Code shall also apply to all phases of this project.

4.6.3 The Workers' Compensation Board Regulations shall also apply to all phases of this project.

#### 4.7.0 CONSTRUCTION SCHEDULE

4.7.1 The Contractor shall, within seven (7) days after the Contract is awarded, prepare for the use of the Engineer/Architect and Owner, a construction schedule. It shall indicate as closely as possible the starting and completion dates for the major sections of the Work, together with the Subcontractors' names.

4.7.2 With each monthly progress claim, submit one (1) copy of the original construction schedule marked in red to show the actual construction progress on the date of the submission of the claim.

Weekly schedule updates shall be provided.

Provide updated construction schedule demoting the original.

#### **4.8.0 PROGRESS PHOTOGRAPHS**

**4.8.1** Submit with monthly progress claim digital progress photographs taken from points designated by the Engineer/Architect. In the lower right-hand corner of the prints show the date and name of the project.

#### **4.9.0 OPERATIONS AND MAINTENANCE DATA**

**4.9.1** On completion of the project, submit to the Engineer/Architect two (2) copies of Operations and Maintenance Data and one (1) electronic copy as original editable format.

- a) Bind data in vinyl hard covered, 3-ring, loose-leaf binder for 215 x 280 mm size paper.
- b) Enclose title sheet, labelled "Operation and Maintenance Data", project number, project name, date and list of contents.
- c) Organize contents into applicable sections of work to parallel project specifications breakdown. Mark each section by labelled tabs protected with celluloid covers fastened to hard paper dividing sheets.
- d) Provide electronic document in CD or DVD as original editable file format or, at the direction of the Owner, pdf format.

**4.9.2** Include the following information plus data specified in Division 15 and 16:

- a) Maintenance instruction for finished surface and materials.
- b) Copy of hardware schedules.
- c) Description, operation and maintenance instructions for equipment and systems, including complete list of equipment and parts list. Indicate nameplate information such as make, size capacity and serial number.
- d) Names, addresses, phone and fax numbers of Subcontractors and Suppliers.
- e) Guarantees, warranties and bonds showing:
  - (i) Name and address of project;
  - (ii) Guarantee commencement date (date of Final Certification of Completion).
  - (iii) Duration of guarantee.

(iv) Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.

(v) Signature and Seal of Contractor.

f) Additional materials used in project listed under various sections showing name of manufacturer and source of supply.

**4.9.3** Neatly type lists and notes. Use clear drawings, diagrams or manufacturer's literature.

**4.9.4** The final certificate will not be issued until the data books have been received and approved by the Engineer/Architect.

#### **4.10.0 COORDINATION OF WORK**

**4.10.1** The Contractor will coordinate the Work of their Subcontractors and provide necessary instructions and scheduling so as to permit continuous progress in the Work by all trades. They will coordinate work between the Subcontractors on the site to ensure that anchor bolts, plates, attachments, etc., are provided and set in place in a timely manner. They will lay out partitions and assist Subcontractors in establishing the actual location of the fixtures, pipes, outlets, duct conduit, etc., so as to limit the interference of one trade with another. Locations shown on the drawings are approximate. If interference problems are encountered which cannot be resolved on the site, advise the Engineer/Architect before proceeding with the Work. Conceal all mechanical and electrical work unless otherwise indicated.

#### **4.11.0 TRAFFIC MAINTENANCE**

**4.11.1** Do not close or obstruct streets, sidewalks, driveways, etc., without permission from authorities having jurisdiction. Do not place or store materials in street, sidewalks, parking areas, etc., unless so authorized.

#### **4.12.0 FIRE PROTECTION**

**4.12.1** Fire protection measures shall include:

- a) An adequate fire alarm signal, the use of fire resistant tarpaulins, the daily inspection of temporary heating system by competent staff and regular fire patrol;
- b) All temporary wiring shall be done by electricians qualified under the applicable local regulations;
- c) Supply and maintenance of fifteen (15) pounds dry chemicals and/or five (5) gallons soda-acid fire extinguishers in such locations that no working crew has to

travel more than fifty (50) feet to an extinguisher station. In any case, there shall be not less than one (1) fully charged extinguisher(s) at the job at any time.

#### **4.13.0 JOB MEETINGS**

**4.13.1** Where the value of the contract exceeds \$100,000 (HST included) job meetings shall occur at definitely prescribed times (minimum once a month), which will be determined after commencement of work, the Contractor shall organize job meetings and send out notices stating time and place to the Owner's representative, the Engineer/Architect, Subconsultants, to all Subcontractors and to other persons whose presences are required at the meetings. They shall take note of all persons attending these meetings and shall, within one (1) week after each job meeting, submit to the Owner, the Engineer/Architect, the Subconsultants and others present, minutes of the meeting which must show any major decisions made and any instructions or information required.

**4.13.2** Where the value of the contract is less than \$100,000 (HST included) job meetings shall occur at the discretion of the University Project Coordinator but shall not occur fewer than once per month.

#### **4.14.0 AS-BUILT DRAWINGS**

**4.14.1** The Engineer/Architect will issue to the Contractor three (3) sets of prints of architectural, mechanical and electrical drawings for the sole purpose of providing "as-built" drawings. The Contractor shall pass these to the relevant Subcontractor who shall keep two (2) sets in their office and one (1) set on the job. As changes occur, the Subcontractor shall make them on the field set. Upon completion of the project, the Subcontractor shall accurately transfer all changes to the two (2) office sets in red ink and pass them to the Engineer/Architect, through the Contractor, for approval. If they are not approved, the Subcontractor shall prepare new sets for resubmission (purchasing additional white prints for this purpose).

**4.14.2** As-built drawings shall be white prints and shall indicate all changes in Architectural, Mechanical and Electrical work, including any changes in location of piping, ducts, panels, etc.

**4.14.3** Provide electronic as-builts in CD or DVD as original editable file format or, at the direction of the Owner, pdf format.

**4.14.4** The Certificate of Total Performance will not be issued until such drawings have been received and approved.

#### **4.15.0 COMPLETION TIME**

**4.15.1** The project shall be ready for the use and occupancy by the Owner within the time stated in the Open Call and Acceptance Form.

**4.15.2** Prior to the acceptance by the Owner of the Substantial Performance, the Contractor and the Owner shall sign a list of deficiencies as prepared by the Engineer/Architect for prompt correction and/or completion.

**4.16.0 CLOSE DOWN OF WORK**

**4.16.1** Should the Work be closed down for any cause, the Contractor shall assume all responsibility for its proper protection during such period. They must protect all foundation work and other work liable to be damaged.

**4.17.0 BROKEN GLASS**

**4.17.1** The Contractor shall be held responsible for any damaged, broken or scratched glass and at completion shall replace all such glass at no additional cost to the Owner.

**4.18.0 HOARDING**

**4.18.1** Before starting excavating, construct and thereafter maintain all necessary hoarding required by Municipal or Provincial regulations or by other authorities having jurisdiction.

**4.19.0 COMMISSIONING**

**4.19.1** The Contractor is responsible for commissioning the Work to ensure that the various parts are operating in a manner as intended by the Contract Documents. Even through individual components and/or parts of the Work may have been tested and approved prior to the substantial completion, the Contractor must coordinate a final commissioning of the complete Work, including at the place of the Work all their major Subcontractors and Suppliers. The final commissioning will be carried out by the appropriate trades working together in a complementary manner such that the successful operation of the whole Work is completed properly to the satisfaction of the Engineer/Architect. The Substantial Performance Certificate will not be issued until the final commissioning of the Work has been successfully completed.

**4.20.0 FINAL CLEAN-UP**

**4.20.1** At the end of the job, thoroughly clean the building of all rubbish and surplus materials.

**4.20.2** Make good all damaged areas in the building caused as a result of the Work of this Contract.

**4.20.3** Do final cleaning, waxing and polishing of resilient flooring.



## **5.0 CAMPUS SAFETY AND HEALTH REGULATIONS**



Maintaining a healthy and safe environment for all members of the campus community, as well as visitors, is a priority with the University. This involves a commitment from all sectors of the campus community and extends to outside agencies having occasion to come on campus to conduct business.

The following regulations will apply to all work undertaken by contractors and service personnel on any University property.

### 5.1.0 REGULATIONS, CODES AND STANDARDS

Contractors shall be familiar with and abide by provisions of various safety codes and standards applicable to the work performed and should refer to Article **23. PROTECTION OF WORK AND PROPERTY** in the **General Conditions**.

In particular, strict adherence shall be required to the Provincial Occupational Health and Safety Act and Regulations and the National Building Code of Canada, Part 8.

### 5.2.0 GENERAL SAFETY REGULATIONS

- a) Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.
- b) No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian traffic.
- c) Adequate protection shall be provided to prevent the possibility of materials falling from scaffolding or elevated areas. Areas where materials are being loaded or offloaded shall be barricaded or otherwise protected to prevent unauthorized entry. Where necessary, appropriate warning signs shall be posted.
- d) The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).
- e) Due consideration shall be given to fire safety in buildings. Flammable materials must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents or gases.
- f) Do not alter or disturb any materials believed to contain asbestos materials (unless this is a duly authorized part of the project). Should suspect materials be encountered, consult with University officials before proceeding.

- g) Material Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System.

**NOTE:** The above regulations are not to be considered all inclusive and are considered to be complementary to the safety requirements outlined in the agreement between the Owner and the Contractor/Service Agency. Certain conditions and circumstances may require adherence to additional safety regulations.

As a general requirement, contract/service personnel are expected to conduct all work on campus in a professional and safe manner and to give priority to the welfare of members of the campus community.

## **6.0 CONTRACTOR PERFORMANCE EVALUATION**



- 6.1.0 The purpose of this process is to maintain an acceptable level of performance with external contractors carrying out work for the Department of Facilities Management.
- 6.2.0 A record of the performance of external contractors will be maintained to identify the following:
- a) Those contractors who by virtue of satisfactory performance will continue to be eligible to submit bids for work at the University;
  - b) Those contractors whose performance is considered unsatisfactory and will be advised of the need to improve performance to remain eligible to submit bids for work at the University;
  - c) Those contractors whose record of unsatisfactory performance will render them ineligible to submit bids for work at the University.
- 6.3.0 Contractors' performance will be evaluated on a points rating system relative to quality of work performed, timeliness in completing work and management/administration of contracts/work and safety parameters.

**PART 1 - GENERAL**

**1.1 C SERIES DRAWINGS – CIVIL**

- .1 C-1.0 – Location Plan
- .2 C-1.1 – Parking LOT 15 and Toulinguet close demolition and new site plans
- .3 C-1.2 – Arts and admin and Pedagogues close and Irwins road demolition and new site plans
- .4 C-1.3 – Parking LOT 17 and Livyers Loop demolition and new site plans
- .5 C-1.4 – Paton college tunnel demolition and new site plans
- .6 C-1.5 – Main dining hall demolition and new site plans
- .7 C-1.6 – Arctic Ave and Parking lot 40 demolition and new site plans
- .8 C-1.7 – Core science facility and Arctic Ave at Clinch Cres and sandpits road demolition and new site plans
- .9 C-1.8 – Bollards (Wooden/metal) locations and catch basin frame and cover location
- .10 C-1.9 – Warning surface plate locations, and sign post locations
- .11 C-2.0 – Sections and Details
- .12 C-2.1 – Sections and Details

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Types of items described in this Section:
  - .1 Project information.
  - .2 Work covered by Contract Documents.
  - .3 Work by Owner.
  - .4 Work under separate contracts.
  - .5 Future work.
  - .6 Purchase contracts.
  - .7 Owner-furnished products.
  - .8 Contractor-furnished, Owner-installed products.
  - .9 Access to site.
  - .10 Coordination with occupants.
  - .11 Work restrictions.
  - .12 Specification and drawing conventions.
- .2 Related Section:
  - .1 Division 01 Section *Temporary Facilities and Controls* for limitations and procedures governing temporary use of Owner's facilities.

### 1.3 PROJECT INFORMATION

- .1 Project Identification: GRD-508-23, Concrete and Asphalt Repairs 2024.
  - .1 Project Location: Main Campus, Memorial University, St. John's, NL.
- .2 Owner: Memorial University of Newfoundland
  - .1 Owner's Representative: Facilities Management

### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- .1 The Work of the Project is defined by the Contract Documents and consists of the following:
  - .1 Demolition and removals, excavation, placement of fill and granular materials, concrete works, asphalt placement, landscaping and other miscellaneous work identified herein and on the drawings.
  - .2 Price B to include all scope outlined on drawing C-1.5. All other work to be included in Price A. Price B will not be awarded without also awarding Price A. Price A can be awarded without Price B. Cash Allowance (Price C) will be awarded with Price A.
  - .3 **Work to be substantially completed on or before August 30, 2024.**
- .2 Type of Contract
  - .1 Project will be constructed under a single lump sum contract.

### 1.5 WORK BY OWNER

- .1 General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- .2 Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
  - .1 No work planned.
- .3 Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
  - .1 Removal of light pole/fixture and splicing of electrical lighting fed at Utilities Annex.
- .4 Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
  - .1 No work planned.

#### 1.6 WORK UNDER SEPARATE CONTRACTS

- .1 General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.
- .2 Preceding Work: Owner has awarded / will award separate contract(s) for the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.
  - .1 No proceeding work planned.
- .3 Concurrent Work: Owner has awarded / will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
  - .1 No concurrent work planned.
- .4 Subsequent Work: Owner has awarded / will award separate contract(s) for the following additional work to be performed at site following Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
  - .1 No subsequent work planned.

#### 1.7 FUTURE WORK

- .1 The Contract Documents include requirements that will allow Owner to carry out future work following completion of this Project; provide for the following future work:
  - .1 No future work planned.

#### 1.8 PURCHASE CONTRACTS

- .1 General: Owner has negotiated purchase contracts with suppliers of material and equipment to be incorporated into the Work. Owner will assign these purchase contracts to Contractor. Include costs for purchasing, receiving, handling, storage if required, and installation of material and equipment in the Contract Sum, unless otherwise noted.
  - .1 Contractor's responsibilities are same as if Contractor had negotiated purchase contracts, including responsibility to renegotiate purchase and to execute final purchasing agreements.
- .2 Purchase Contracts Information:
  - .1 No purchase contracts apply to the Work.

## 1.9 OWNER-FURNISHED PRODUCTS

- .1 Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products and making building services connections as required.
- .2 Owner-Furnished Products:
  - .1 No Owner furnished products.

## 1.10 CONTRACTOR-FURNISHED, OWNER-INSTALLED PRODUCTS

- .1 Contractor shall furnish products indicated. The Work includes unloading, handling, storing, and protecting Contractor-furnished products as directed and turning over to Owner at Project closeout.
- .2 Contractor-Furnished, Owner-Installed Products:
  - .1 No Owner furnished and Owner supplied products.

## 1.11 ACCESS TO SITE

- .1 Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated. Reinststate all areas disturbed to facilitate the Work.
  - .1 Limits: Where the Work involves site work, limit site disturbance, including earthwork and clearing of vegetation, to 12.2 m beyond building perimeter; 3 m beyond surface walkways, patios, surface parking, and utilities less than 300 mm in diameter; 4.5 m beyond primary roadway curbs and main utility branch trenches; and 7.6 m beyond constructed areas with permeable surfaces (such as pervious paving areas, storm water detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.
  - .2 Driveways, Walkways and Entrances: Keep driveways and loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times unless otherwise approved by Owner. Do not use these areas for parking or storage of materials.
    - .1 Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - .2 Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

## 1.12 COORDINATION WITH OCCUPANTS

- .1 Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as to minimize interfere with Owner's operations.
  - .1 Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities, unless approved by Owner.
  - .2 Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

## 1.13 WORK RESTRICTIONS

- .1 Work Restrictions, General: Comply with restrictions on construction operations.
  - .1 Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- .2 On-Site Work Hours:
  - .1 Hours for Utility Shutdowns: Provide owner with 72hrs notice, work to occur before or after normal working hours unless otherwise approved by Owner. Obtain permits from external authorities where applicable.

- .3 Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions:
  - .1 Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
  - .2 Obtain Owner's Representative written permission before proceeding with utility interruptions.
- .4 Noise, Vibration, and Odours: For work in or near occupied facilities, coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - .1 Notify Owner's Representative not less than two days in advance of proposed disruptive operations.
  - .2 Obtain Owner's Representative's written permission before proceeding with disruptive operations.
- .5 Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- .6 Employee Identification: Owner may provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

#### 1.14 SPECIFICATION AND DRAWING CONVENTIONS

- .1 Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - .1 Imperative mood and streamlined language are generally used in the Specifications. The words *shall*, *shall be*, or *shall comply with*, depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - .2 Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- .2 Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- .3 Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  - .1 Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

#### 1.15 MISCELLANEOUS PROVISIONS

- .1 None.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Types of items described in this Section:
  - .1 Administrative and procedural requirements governing allowances.
    - .1 Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
  - .2 Type of allowances included in this contract:
    - .1 **Lump-Sum allowance.**
- .2 Types of items you will not find described in this Section:
  - .1 Procedures for using unit prices.
  - .2 Procedures governing the use of allowances for testing and inspecting.
  - .3 Divisions 02 through 49 Sections for items of Work covered by allowances.

### 1.3 SELECTION AND PURCHASE

- .1 At the earliest practical date after award of the Contract, advise Owner's Representative of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- .2 At Owner's Representative's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- .3 Purchase products and systems selected by Owner's Representative from the designated supplier.

### 1.4 SUBMITTALS

- .1 Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
- .2 Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- .3 Submit time sheets and other documentation to show labour time and cost for installation of allowance items that include installation as part of the allowance.
- .4 Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.5 COORDINATION

- .1 Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.6 LUMP-SUM ALLOWANCES

- .1 Use the lump-sum allowance only as directed by Owner's Representative for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.
- .2 Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- .3 Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.
- .4 At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.
- .5 The cash allowance shall not include HST.

1.7 ADJUSTMENT OF ALLOWANCES

- .1 Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
  - .1 Include installation costs in purchase amount only where indicated as part of the allowance.
  - .2 If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
  - .3 Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- .2 Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labour, installation, overhead, and profit.
  - .1 Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
  - .2 No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- .1 Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- .1 Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- .1 Lump-Sum Allowances:
  - .1 Include in the Contract Price, a lump-sum cash allowance of **thirty thousand dollars (\$30,000.00)** for Owner directed changes to the scope of works.

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Types of items described in this Section:
  - .1 Administrative and procedural requirements for substitutions.
- .2 Types of items you will not find described in this Section:
  - .1 Products selected under an allowance.
  - .2 Requirements for submitting comparable product submittals for products by listed manufacturers.
  - .3 Divisions 02 through 49 Sections for specific requirements and limitations for substitutions.

### 1.3 DEFINITIONS

- .1 Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
  - .1 Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
  - .2 Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

### 1.4 SUBMITTALS

- .1 Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - .1 Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - .1 Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - .2 Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - .3 Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
    - .4 Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - .5 Samples, where applicable or requested.
    - .6 Certificates and qualification data, where applicable or requested.
    - .7 List of similar installations for completed projects with project names and addresses and names and addresses of Owner's Representatives and owners.
    - .8 Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

- .9 Research reports evidencing compliance with building code in effect for Project.
- .10 Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- .11 Cost information, including a proposal of change, if any, in the Contract Sum.
- .12 Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- .13 Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- .2 Owner's Representative's Action: If necessary, Owner's Representative will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Owner's Representative will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - .1 Forms of Acceptance: Change Order, Construction Change Directive, or Owner's Representative's Supplemental Instructions for minor changes in the Work.
  - .2 Use product specified if Owner's Representative does not issue a decision on use of a proposed substitution within time allocated.

## 1.5 QUALITY ASSURANCE

- .1 Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

## 1.6 PROCEDURES

- .1 Coordination: Modify or adjust affected work as necessary to integrate work of the approved substitutions.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- .1 Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
  - .1 Conditions: Owner's Representative will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner's Representative will return requests without action, except to record noncompliance with these requirements:
    - .1 Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - .2 Substitution request is fully documented and properly submitted.
    - .3 Requested substitution will not adversely affect Contractor's construction schedule.
    - .4 Requested substitution has received necessary approvals of authorities having jurisdiction.
    - .5 Requested substitution is compatible with other portions of the Work.
    - .6 Requested substitution has been coordinated with other portions of the Work.
    - .7 Requested substitution provides specified warranty.
    - .8 If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

- .2 Substitutions for Convenience: Owner's Representative will consider requests for substitution if received within 60 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Owner's Representative.
  - .1 Conditions: Owner's Representative will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner's Representative will return requests without action, except to record noncompliance with these requirements:
    - .1 Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Owner's Representative for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - .2 Requested substitution does not require extensive revisions to the Contract Documents.
    - .3 Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - .4 Substitution request is fully documented and properly submitted.
    - .5 Requested substitution will not adversely affect Contractor's construction schedule.
    - .6 Requested substitution has received necessary approvals of authorities having jurisdiction.
    - .7 Requested substitution is compatible with other portions of the Work.
    - .8 Requested substitution has been coordinated with other portions of the Work.
    - .9 Requested substitution provides specified warranty.
    - .10 If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

PART 3 - EXECUTION (Not Used)

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Types of items described in this Section:
  - .1 Administrative and procedural requirements necessary to prepare and process Applications for Payment.
- .2 Types of items you will not find described in this Section:
  - .1 Procedural requirements governing the handling and processing of allowances.
  - .2 Administrative procedures for handling changes to the contract.
  - .3 Administrative requirements governing the preparation and submittal of the contractor's construction schedule.
  - .4 Administrative requirements governing the preparation and submittal of the submittal schedule.
  - .5 Administrative requirements governing submittal of cost breakdown information required for leed documentation.

### 1.3 DEFINITIONS

- .1 Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

### 1.4 SCHEDULE OF VALUES

- .1 Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
  - .1 Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
    - .1 Application for Payment forms with continuation sheets.
    - .2 Submittal schedule.
    - .3 Items required to be indicated as separate activities in Contractor's construction schedule.
  - .2 Submit the schedule of values to Owner's Representative at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- .2 Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
  - .1 Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
    - .1 Related Specification Section or Division.
    - .2 Description of the Work.
    - .3 Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  - .2 Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.

- .1 Include separate line items under principal subcontracts for sustainability documentation for LEED certification, if applicable, and other project closeout requirements in an amount totalling not less than five percent of the Contract Sum and subcontract amount.
- .3 Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- .4 Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - .1 Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- .5 Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- .6 Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - .1 Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- .7 Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- .1 Each Application for Payment shall be consistent with previous applications and payments as certified by Owner's Representative and paid for by Owner.
  - .1 Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- .2 Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- .3 Application for Payment Forms: Use forms acceptable to Owner's Representative and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- .4 Application Preparation: Complete every entry on form. Execute by a person authorized to sign legal documents on behalf of Contractor. Owner's Representative will return incomplete applications without action.
  - .1 Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - .2 Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - .3 Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - .4 Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- .5 Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - .1 Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - .2 Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - .3 Provide summary documentation for stored materials indicating the following:
    - .1 Materials previously stored and included in previous Applications for Payment.

- .2 Work completed for this Application utilizing previously stored materials.
  - .3 Additional materials stored with this Application.
  - .4 Total materials remaining stored, including materials with this Application.
- .6 Transmittal: Submit two signed original copies of each Application for Payment to Owner's Representative by a method ensuring receipt within 24 hours. Provide current Letter of Good Standing from Work Place Health and Safety authority.
- .1 Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- .7 Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
- .1 List of subcontractors.
  - .2 Schedule of values.
  - .3 Contractor's construction schedule (preliminary if not final).
  - .4 Products list (preliminary if not final).
  - .5 Schedule of unit prices.
  - .6 Submittal schedule (preliminary if not final).
  - .7 List of Contractor's staff assignments.
  - .8 List of Contractor's principal consultants.
  - .9 Copies of building permits.
  - .10 Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  - .11 Initial progress report.
  - .12 Report of preconstruction conference.
- .8 Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
- .1 Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
- .9 Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
- .1 Evidence of completion of Project closeout requirements.
  - .2 Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - .3 Updated final statement, accounting for final changes to the Contract Sum.
  - .4 Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Types of items described in this Section:
  - .1 Administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
    - .1 General project coordination procedures.
    - .2 Administrative and supervisory personnel.
    - .3 Coordination drawings.
    - .4 Requests for Information (RFIs).
    - .5 Project Web Site.
    - .6 Project meetings.
  - .2 Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
  - .3 Types of items you will not find described in this Section:
    - .1 Description of the division of work among separate contracts and responsibility for coordination activities not in this Section.
    - .2 Preparing and submitting Contractor's construction schedule.
    - .3 Procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
    - .4 Coordinating closeout of the Contract.
    - .5 Coordinating the Work with Owner's commissioning authority.

### 1.3 DEFINITIONS

- .1 RFI: Request from Owner, Owner's Representative, or Contractor seeking information from each other during construction.

### 1.4 COORDINATION

- .1 Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - .1 Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - .2 Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - .3 Make adequate provisions to accommodate items scheduled for later installation.
- .2 Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

- .1 Preparation of Contractor's construction schedule.
  - .2 Preparation of the schedule of values.
  - .3 Installation and removal of temporary facilities and controls.
  - .4 Delivery and processing of submittals.
  - .5 Progress meetings.
  - .6 Preinstallation conferences.
  - .7 Project closeout activities.
  - .8 Startup and adjustment of systems.
  - .9 Project closeout activities.
- .3 Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
- .1 Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.
- 1.5 COORDINATION DRAWINGS
- .1 Coordination Drawings, General: Prepare coordination drawings in accordance with requirements in individual Sections, where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
    - .1 Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
      - .1 Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
      - .2 Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
      - .3 Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
      - .4 Indicate required installation sequences.
      - .5 Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Owner's Representative indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- 1.6 KEY PERSONNEL
- .1 Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
    - .1 Post copies of list in project meeting rooms, in any temporary field office, and by any and all temporary telephones. Keep list current at all times.
- 1.7 REQUESTS FOR INFORMATION (RFIs)
- .1 General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

- .1 Owner's Representative will return RFIs submitted to Owner's Representative by other entities controlled by Contractor with no response.
- .2 Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- .2 Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - .1 Project name.
  - .2 Project number.
  - .3 Date.
  - .4 Name of Contractor.
  - .5 Name of Owner's Representative.
  - .6 RFI number, numbered sequentially.
  - .7 RFI subject.
  - .8 Specification Section number and title and related paragraphs, as appropriate.
  - .9 Drawing number and detail references, as appropriate.
  - .10 Field dimensions and conditions, as appropriate.
  - .11 Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - .12 Contractor's signature.
  - .13 Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - .1 Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- .3 RFI Forms: Contractor's form acceptable to the Owner's Representative.
- .4 Owner's Representative's Action: Owner's Representative will review each RFI, determine action required, and respond. Allow seven working days for Owner's Representative's response for each RFI. RFIs received by Owner's Representative after 1:00 p.m. will be considered as received the following working day.
  - .1 The following RFIs will be returned without action:
    - .1 Requests for approval of submittals.
    - .2 Requests for approval of substitutions.
    - .3 Requests for coordination information already indicated in the Contract Documents.
    - .4 Requests for adjustments in the Contract Time or the Contract Sum.
    - .5 Requests for interpretation of Owner's Representative's actions on submittals.
    - .6 Incomplete RFIs or inaccurately prepared RFIs.
  - .2 Owner's Representative's action may include a request for additional information, in which case Owner's Representative's time for response will date from time of receipt of additional information.
  - .3 Owner's Representative's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section *Contract Modification Procedures*.
    - .1 If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner's Representative in writing within 10 days of receipt of the RFI response.
- .5 On receipt of Owner's Representative's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner's Representative within seven days if Contractor disagrees with response.

## 1.8 PROJECT MEETINGS

- .1 General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - .1 Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Owner's Representative of scheduled meeting dates and times.
  - .2 Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - .3 Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owner's Representative, within three days of the meeting.
  
- .2 Preconstruction Conference: Owner's Representative will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Owner's Representative, but no later than 15 days after execution of the Agreement.
  - .1 Conduct the conference to review responsibilities and personnel assignments.
  - .2 Attendees: Authorized representatives of Owner, Owner's Commissioning Authority if applicable, Owner's Representative, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - .3 Agenda: Discuss items of significance that could affect progress, including the following:
    - .1 Tentative construction schedule.
    - .2 Phasing.
    - .3 Critical work sequencing and long-lead items.
    - .4 Designation of key personnel and their duties.
    - .5 Lines of communications.
    - .6 Procedures for processing field decisions and Change Orders.
    - .7 Procedures for RFIs.
    - .8 Procedures for testing and inspecting.
    - .9 Procedures for processing Applications for Payment.
    - .10 Distribution of the Contract Documents.
    - .11 Submittal procedures.
    - .12 Sustainable design requirements.
    - .13 Preparation of record documents.
    - .14 Use of the premises and existing building.
    - .15 Work restrictions.
    - .16 Working hours.
    - .17 Owner's occupancy requirements.
    - .18 Responsibility for temporary facilities and controls.
    - .19 Procedures for moisture and mold control.
    - .20 Procedures for disruptions and shutdowns.
    - .21 Construction waste management and recycling.
    - .22 Parking availability.
    - .23 Office, work, and storage areas.
    - .24 Equipment deliveries and priorities.
    - .25 First aid.
    - .26 Security.
    - .27 Progress cleaning.
  - .4 Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
  
- .3 Preinstallation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
  - .1 Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will

- follow, shall attend the meeting. Advise Owner's Representative, and Owner's Commissioning Authority if applicable, of scheduled meeting dates.
- .2 Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - .1 Contract Documents.
    - .2 Options.
    - .3 Related RFIs.
    - .4 Related Change Orders.
    - .5 Purchases.
    - .6 Deliveries.
    - .7 Submittals.
    - .8 Review of mockups.
    - .9 Possible conflicts.
    - .10 Compatibility problems.
    - .11 Time schedules.
    - .12 Weather limitations.
    - .13 Manufacturer's written recommendations.
    - .14 Warranty requirements.
    - .15 Compatibility of materials.
    - .16 Acceptability of substrates.
    - .17 Temporary facilities and controls.
    - .18 Space and access limitations.
    - .19 Regulations of authorities having jurisdiction.
    - .20 Testing and inspecting requirements.
    - .21 Installation procedures.
    - .22 Coordination with other work.
    - .23 Required performance results.
    - .24 Protection of adjacent work.
    - .25 Protection of construction and personnel.
  - .3 Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - .4 Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
  - .5 Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- .4 Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Owner's Representative, but no later than thirty days prior to the scheduled date of Substantial Completion.
- .1 Conduct the conference to review requirements and responsibilities related to Project closeout.
  - .2 Attendees: Authorized representatives of Owner, Owner's Commissioning Authority if applicable, Owner's Representative, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - .3 Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - .1 Preparation of record documents.
    - .2 Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - .3 Submittal of written warranties.
    - .4 Requirements for preparing sustainable design documentation.

- .5 Requirements for preparing operations and maintenance data.
- .6 Requirements for demonstration and training.
- .7 Preparation of Contractor's punch list.
- .8 Procedures for processing Applications for Payment at Substantial Completion and for final payment.
- .9 Submittal procedures.
- .10 Coordination of separate contracts.
- .11 Owner's partial occupancy requirements.
- .12 Installation of Owner's furniture, fixtures, and equipment.
- .13 Responsibility for removing temporary facilities and controls.
- .4 Minutes: Entity conducting meeting will record and distribute meeting minutes.
- .5 Progress Meetings: Conduct progress meetings at bi-weekly intervals.
  - .1 Attendees: In addition to representatives of Owner, Owner's Commissioning Authority if applicable and Owner's Representative, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - .2 Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - .1 Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - .1 Review schedule for next period.
    - .2 Review present and future needs of each entity present, including the following:
      - .1 Interface requirements.
      - .2 Sequence of operations.
      - .3 Status of submittals (materials, subcontractors, etc).
      - .4 Deliveries.
      - .5 Off-site fabrication.
      - .6 Access & Site utilization.
      - .7 Temporary facilities and controls.
      - .8 Progress cleaning.
      - .9 Quality and work standards.
      - .10 Status of correction of deficient items.
      - .11 Field observations.
      - .12 Status of RFIs.
      - .13 Status of proposal requests.
      - .14 Pending changes.
      - .15 Status of Change Orders.
      - .16 Pending claims and disputes.
      - .17 Documentation of information for payment requests.
  - .3 Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
    - .1 Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Types of items described in this Section:
  - .1 Administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
    - .1 Start-up construction schedule.
    - .2 Contractor's construction schedule.
    - .3 Daily construction reports.
    - .4 Material location reports.
    - .5 Field condition reports.
    - .6 Special reports.
  - .2 Types of items you will not find described in this Section:
    - .1 Procedures for submitting schedules and reports.
    - .2 Requirements for submitting a schedule of tests and inspections.

### 1.3 SUBMITTALS

- .1 Format for Submittals: Submit required submittals in the following format:
  - .1 Three paper copies, one pdf and one editable copy.
- .2 Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
- .3 Daily Construction Reports: Submit at weekly intervals.
- .4 Field Condition Reports: Submit at time of discovery of differing conditions.
- .5 Special Reports: Submit at time of unusual event.

### 1.4 COORDINATION

- .1 Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests, and other required schedules and reports.
  - .1 Secure time commitments for performing critical elements of the Work from entities involved.
  - .2 Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

## PART 2 - PRODUCTS

### 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- .1 Time Frame: Extend schedule from date established for commencement of the Work to date of final completion.

- .1 Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.
  - .2 Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:
    - .1 Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Owner's Representative.
    - .2 Procurement Activities: Include procurement process activities for any long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
    - .3 Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section *Submittal Procedures* in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
    - .4 Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Owner's Representative's administrative procedures necessary for certification of Substantial Completion.
    - .5 Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
  - .3 Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
    - .1 Phasing: Arrange list of activities on schedule by phase.
    - .2 Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
    - .3 Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section *Summary*. Delivery dates indicated stipulate the earliest possible delivery date.
    - .4 Owner-Furnished Products: Include a separate activity for each product. Include delivery date indicated in Division 01 Section *Summary*. Delivery dates indicated stipulate the earliest possible delivery date.
    - .5 Work Stages: Indicate important stages of construction for each major portion of the Work
  - .4 Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, Construction Start Date, Substantial Completion, and final completion.
- 2.2 START-UP CONSTRUCTION SCHEDULE
- .1 Bar-Chart Schedule: Submit start-up horizontal bar-chart-type construction schedule within seven days of date established for commencement of the Work.
  - .2 Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line. Outline significant construction activities for first 90 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.
- 2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)
- .1 Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's construction schedule within 30 days of date established for commencement of the Work. Base schedule on the start-up construction schedule and additional information received since the start of Project.
  - .2 Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
    - .1 For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

## 2.4 REPORTS

- .1 Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - .1 List of subcontractors at Project site.
  - .2 List of separate contractors at Project site.
  - .3 Approximate count of personnel at Project site.
  - .4 Equipment at Project site.
  - .5 Material deliveries.
  - .6 High and low temperatures and general weather conditions, including presence of rain or snow.
  - .7 Accidents.
  - .8 Meetings and significant decisions.
  - .9 Unusual events (refer to special reports).
  - .10 Stoppages, delays, shortages, and losses.
  - .11 Emergency procedures.
  - .12 Orders and requests of authorities having jurisdiction.
  - .13 Change Orders received and implemented.
  - .14 Construction Change Directives received and implemented.
  - .15 Services connected and disconnected.
  - .16 Equipment or system tests and startups.
  - .17 Partial completions and occupancies.
  - .18 Substantial Completions authorized.
- .2 Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.5 SPECIAL REPORTS

- .1 General: Submit special reports directly to Owner within one day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.
- .2 Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- .1 Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule before each regularly scheduled progress meeting.
  - .1 Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
  - .2 Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
  - .3 As the Work progresses, indicate final completion percentage for each activity.
- .2 Distribution: Distribute copies of approved schedule to Owner's Representative Owner, inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

- .1 Post copies in Project meeting rooms and temporary field offices.
- .2 When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- .1 Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- .2 Related Sections:
  - .1 Division 01 Section *Payment Procedures* for submitting Applications for Payment and the schedule of values.
  - .2 Division 01 Section *Construction Progress Documentation* for submitting schedules and reports, including Contractor's construction schedule.
  - .3 Division 01 Section *Operation and Maintenance Data* for submitting operation and maintenance manuals.
  - .4 Division 01 Section *Project Record Documents* for submitting record Drawings, record Specifications, and record Product Data.
  - .5 Division 01 Section *Demonstration and Training* for submitting video recordings of demonstration of equipment and training of Owner's personnel.

### 1.3 DEFINITIONS

- .1 Action Submittals: Written and graphic information and physical samples that require Owner's Representative's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- .2 Informational Submittals: Written and graphic information and physical samples that do not require Owner's Representative's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.
- .3 File Transfer Protocol (FTP): Communications protocol that enables transfer of files to and from another computer over a network and that serves as the basis for standard Internet protocols. An FTP site is a portion of a network located outside of network firewalls within which internal and external users are able to access files.
- .4 Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

### 1.4 ACTION SUBMITTALS

- .1 Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Owner's Representative and additional time for handling and reviewing submittals required by those corrections.
  - .1 Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

- .2 Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
- .3 Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - .1 Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- .4 Format: Arrange the following information in a tabular format:
  - .1 Scheduled date for first submittal.
  - .2 Specification Section number and title.
  - .3 Submittal category: Action, informational.
  - .4 Name of subcontractor.
  - .5 Description of the Work covered.
  - .6 Scheduled date for Owner's Representative's final release or approval.
  - .7 Scheduled dates for purchasing.
  - .8 Scheduled dates for installation.
  - .9 Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- .1 Owner's Representative's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Owner's Representative for Contractor's use in preparing submittals.
  - .1 Owner's Representative will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - .1 Owner's Representative makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - .2 Digital Drawing Software Program: The Contract Drawings are available in Autodesk AutoCAD 2014 format.
    - .3 Only the following plot files will be furnished for each appropriate discipline:
      - .1 Floor plans.
      - .2 Reflected ceiling plans.
- .2 Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - .1 Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - .2 Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - .3 Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
- .3 Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's Representative's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - .1 Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner's Representative will advise Contractor when a submittal being processed must be delayed for coordination.
  - .2 Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  - .3 Resubmittal Review: Allow 15 days for review of each resubmittal.
  - .4 Sequential Review: Where sequential review of submittals by Owner's Representative's consultants, Owner, or other parties is required, allow 21 days for initial review of each submittal.
- .4 Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.

- .1 Indicate name of firm or entity that prepared each submittal on label or title block.
- .2 Include the following information for processing and recording action taken:
  - .1 Project name.
  - .2 Date.
  - .3 Name of Owner's Representative.
  - .4 Name of Contractor.
  - .5 Name of subcontractor.
  - .6 Name of supplier.
  - .7 Name of manufacturer.
  - .8 Submittal number or other unique identifier, including revision identifier.
    - .1 Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 06 10 00.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 06 10 00.01.A).
  - .9 Number and title of appropriate Specification Section.
  - .10 Drawing number and detail references, as appropriate.
  - .11 Location(s) where product is to be installed, as appropriate.
  - .12 Other necessary identification.
- .5 Options: Identify options requiring selection by the Owner's Representative.
- .6 Deviations: Identify deviations from the Contract Documents on submittals.
- .7 Additional Paper Copies: Unless additional copies are required for final submittal, and unless Owner's Representative observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- .8 Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner's Representative will discard submittals received from sources other than Contractor.
  - .1 Transmittal Form: Provide locations on form for the following information:
    - .1 Project name.
    - .2 Date.
    - .3 Category and type of submittal.
    - .4 Submittal purpose and description.
    - .5 Specification Section number and title.
    - .6 Indication of full or partial submittal.
    - .7 Remarks.
    - .8 Signature of transmitter.
  - .2 On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Owner's Representative on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- .9 Resubmittals: Make resubmittal in same form and number of copies as initial submittal.
  - .1 Note date and content of previous submittal.
  - .2 Note date and content of revision in label or title block and clearly indicate extent of revision.
  - .3 Resubmit submittals until they are marked with approval notation from Owner's Representative's action stamp.

- .10 Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- .11 Use for Construction: Use only final submittals that are marked with approval notation from Owner's Representative's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- .1 General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - .1 Submittals in General; Submit three paper copies of each submittal, unless otherwise indicated. Owner's Representative will return no copies but will instead post a scanned version of the document in PDF to the project web Site and notify the Contractor of same via e-mail notice.
  - .2 Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section *Closeout Procedures*.
  - .3 Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section *Quality Requirements*.
- .2 Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - .1 If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - .2 Mark each copy of each submittal to show which products and options are applicable.
  - .3 Include the following information, as applicable:
    - .1 Manufacturer's catalog cuts.
    - .2 Manufacturer's product specifications.
    - .3 Standard color charts.
    - .4 Statement of compliance with specified referenced standards.
    - .5 Testing by recognized testing agency.
    - .6 Application of testing agency labels and seals.
    - .7 Notation of coordination requirements.
    - .8 Availability and delivery time information.
  - .4 For equipment, include the following in addition to the above, as applicable:
    - .1 Wiring diagrams showing factory-installed wiring.
    - .2 Printed performance curves.
    - .3 Operational range diagrams.
    - .4 Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - .5 Submit Product Data before or concurrent with Samples.
- .3 Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
  - .1 Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - .1 Identification of products.
    - .2 Schedules.
    - .3 Compliance with specified standards.
    - .4 Notation of coordination requirements.
    - .5 Notation of dimensions established by field measurement.

- .6 Relationship and attachment to adjoining construction clearly indicated.
- .7 Seal and signature of professional engineer if specified.
- .2 Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings whenever possible on sheets not larger than 11 x17"
- .4 Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - .1 Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - .2 Identification: Attach label on unexposed side of Samples that includes the following:
    - .1 Generic description of Sample.
    - .2 Product name and name of manufacturer.
    - .3 Sample source.
    - .4 Number and title of applicable Specification Section.
  - .3 Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - .1 Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - .2 Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  - .4 Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - .1 Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner's Representative will return submittal with options selected.
  - .5 Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - .1 Number of Samples: Submit two sets of Samples. Owner's Representative will retain two Sample sets; remainder will be returned a PDF scan of the sample.
      - .1 Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - .2 If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.
- .5 Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section *Construction Progress Documentation*.
- .6 Application for Payment: Comply with requirements specified in Division 01 Section *Payment Procedures*.
- .7 Schedule of Values: Comply with requirements specified in Division 01 Section *Payment Procedures*.
- .8 Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

- .1 Name, address, and telephone number of entity performing subcontract or supplying products.
  - .2 Number and title of related Specification Section(s) covered by subcontract.
  - .3 Drawing number and detail references, as appropriate, covered by subcontract.
- .9 Sustainability Submittals: Comply with requirements specified in Division 01 Section *Sustainable Design Requirements*.
- .10 Coordination Drawings: Comply with requirements specified in Division 01 Section *Project Management and Coordination*.
- .11 Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section *Quality Requirements*.
- .12 Maintenance Data: Comply with requirements specified in Division 01 Section *Operation and Maintenance Data*.
- 2.2 DELEGATED-DESIGN SERVICES
- .1 Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
    - .1 If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Owner's Representative.
    - .2 Provide submittals and certificates sealed with by a professional identified by the Section who is licensed to practice in the project's jurisdiction; signifying compliance with the performance and design criteria in the Contract Documents. Indicate list of codes, loads, and other factors used in performing these services.
- PART 3 - EXECUTION
- 3.1 CONTRACTOR'S REVIEW
- .1 Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner's Representative .
  - .2 Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section *Closeout Procedures*.
  - .3 Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
- 3.2 OWNER'S REPRESENTATIVE'S ACTION
- .1 General: Owner's Representative will not review submittals that do not bear Contractor's approval stamp and will return them without action.
  - .2 Action Submittals: Owner's Representative will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner's Representative will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

- .3 Submittals not required by the Contract Documents may not be reviewed and may be discarded.

**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Types of items described in this Section:
  - 1. Health and safety requirements for projects located in Newfoundland and Labrador.

### 1.3 REFERENCES

- A. Code and standards referenced in this section refer to the latest edition thereof.
- B. Canadian Standards Association (CSA)
  - 1. CSA S269.1 Falsework for Construction Purposes.
  - 2. CAN/CSA-Z259.1 Safety Belts and Lanyards.
  - 3. CAN/CSA-Z259.10 Full body Harnesses.
  - 4. CAN/CSA-Z259.11 Shock Absorbers for Personal Fall Arrest Systems.
  - 5. CAN/CSA-Z259.2, Fall Arresting Devices, Personnel Lowering Devices and Lifelines.
  - 6. FCC No. 301 Standard for Construction Operations.
  - 7. CSA Z275.2 Occupational Safety Code for Diving Operations.
  - 8. CSA Z275.4 Competency Standard for Divers Operations.
- C. FCC No. 302 Standard for Welding and Cutting.
- D. Transportation of Dangerous Goods Act Regulations.
- E. Newfoundland Occupational Health and Safety Act, Amended
- F. Consolidated Newfoundland and Regulations 1149 WMIS Regulations Under the Occupational Health and Safety Act
- G. Consolidated Newfoundland and Regulations 1165 Occupational Health and Safety Regulations under the Occupational Health and Safety Act.
- H. Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- I. National Building Code of Canada.

#### 1.4 SUBMITTALS

- A. At least 10 (ten) working days prior to commencing any site work: submit to Owner's Representative copies of:
  - 1. A complete Health and Safety Risk Assessment and Management Plan.
  - 2. Copies of confined space entry training certificates.
  - 3. Other documentation as specified in the Memorial University Health and Safety Polices and Procedures:  
[http://www.mun.ca/health\\_safety/STGP/index.php](http://www.mun.ca/health_safety/STGP/index.php)  
Including the Contractor Safety Management Procedure: [http://www.mun.ca/health\\_safety/STGP/S-003\\_Contractor\\_Safe\\_Manage.pdf](http://www.mun.ca/health_safety/STGP/S-003_Contractor_Safe_Manage.pdf)
- B. Acceptance of the Project Health and Safety Risk Assessment and Management 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.
- C. Owner's Representative makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Project Health and Safety Risk Management Plan and other submitted documents by this acceptance.
- D. Responsibility for errors and omissions in the Project Health and Safety risk Assessment and Management Plan and other submitted documents is not relieved by acceptance by Owner's Representative.

#### 1.5 OCCUPATIONAL HEALTH AND SAFETY (PROJECT HEALTH AND SAFETY RISK ASSESSMENT AND MANAGEMENT PLANS)

- A. Conduct operations in accordance with latest edition of the Newfoundland Occupational Health and Safety (OH&S) Act and Regulations.
- B. Prepare a detailed Project Health and Safety Risk Assessment and Management Plan for the Owner. Assessment shall identify, evaluate and control job specific hazards and the necessary control measures to be implemented for managing hazards.
- C. Provide a copy of the Project Health and Safety Risk Assessment and Management Plan upon request to Occupational Health and Safety Branch, Department of Labour, Province of Newfoundland and Labrador and the Owner.
- D. The written Health and Safety Risk Assessment and Management Plan shall incorporate the following:
  - 1. A site-specific health and safety plan, refer to clause 1.6 Site-Specific Health and Safety Risk Assessment and Management Plan of this section for requirements.
  - 2. An organizational structure which shall establish the specific chain of command and specify the overall responsibilities of contractor's employees at the work site.
  - 3. A comprehensive work plan which shall:
    - a. define work tasks and objectives of site activities/operations and the logistics and resources required to reach these tasks and objectives
    - b. establish personnel requirements for implementing the plan, and
    - c. establish site specific training and notification requirements and schedules.

4. A personal protected equipment (PPE) Program which shall detail PPE:
    - a. Selection criteria based on site hazards.
    - b. Use, maintenance, inspection and storage requirements and procedures.
    - c. Decontamination and disposal procedures.
    - d. Inspection procedures prior to during and after use, and other appropriate medical considerations.
    - e. Limitations during temperature extremes, heat stress and other appropriate medical consideration.
  5. An emergency response procedure, refer to Clause 1.7 Supervision and Emergency Response Procedure of this section for requirements.
  6. A hazard communication program for informing workers, visitors and individuals outside of the work area as required.
  7. A diving program which shall contain standard operating procedures to be followed in the diving operation.
  8. A health and safety training program.
  9. General safety rules.
- E. Periodically review and modify as required each component of the Project Health and Safety Risk Assessment and Management Plan when a new hazard is identified during completion of work and when an error or omission is identified in any part of the Project Health and Safety Risk Assessment and Management Plan.
- F. Implement all requirements of the Project Health and Safety Risk Assessment and Management Plan.
1. Ensure that every person entering the project site is informed of requirements under the Project Health and Safety Risk Assessment and Management Plan.
  2. Take all necessary measures to immediately implement any engineering controls, administrative controls, personal protective equipment required or termination of work procedures to ensure compliance with the Project Health and Safety Risk Assessment and Management Plan.
- 1.6 SITE SPECIFIC HEALTH AND SAFETY PLAN
- A. Prepare a detailed site Specific Project Health and Safety Plan which shall:
1. Contain certain hazard assessment results.
  2. Identify 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.
- B. Review for completeness the hazard assessment results 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, evaluation and managing any report of actual or potential hazards.
  2. Retain copies of all completed hazard assessments at the project site and make available to the Owner's Representative immediately upon request.
- 1.7 SUPERVISION AND EMERGENCY RESCUE PROCEDURE
- A. 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

- B. Assign a sufficient number of supervisory personnel to the work site.
- C. Provide a suitable means of communications for workers required to work alone.
- D. Develop an emergency rescue plan for the job site and ensure that supervisors and workers are trained in the emergency rescue plan.
- E. 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.
  - 13. For diving operation, include procedures for:
    - a. Managing deteriorating environmental conditions.
    - b. Managing unexpected weather or sea-state condition.
    - c. Evacuation of diver(s) under pressures greater than atmospheric pressure.
    - d. In-water emergency transfers.
    - e. Managing failing of equipment below the surface that impairs the ability of a diver to complete a dive.
    - f. Managing failure of any major component of diving plant or equipment.
    - g. Emergency signalling between divers involved in the diving program and between the diver(s) and the attendants using umbilical, tethers or other suitable methods.
    - h. Mobilizing stand-by divers.
    - i. Mobilizing crafts, stand-by boats and any other devices to be used for rescue.
    - j. Contacting evacuation, rescue, treatment facilities and medical services that will be used in the diving program.
    - k. Operation of emergency power and lighting facilities.
- F. The emergency response procedures shall be rehearsed regularly as part of the overall training program.
- G. 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 First Aid Regulations.

#### 1.8 CONTRACTORS SAFETY OFFICER

- A. The contractor's Safety Officer will be solely responsible for the implementation and monitoring of the Project Health and Safety Risk Assessment and Management Plan, and will have the authority to implement health and safety changes as directed by the Owner's Representative. The Safety Officer shall have as a minimum:
  - 1. Completed training in hazardous occurrence management and response/protocols.

2. Completed training in the use, maintenance of fall protection systems.
3. Completed training in the design and construction of scaffolding.
4. Completed training in confined space entry protocols and techniques.
5. Completed training in First Aid.
6. Have working knowledge of occupational safety and health regulations.
7. Be responsible for completing Contractor's Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter site to perform Work.
8. Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.
9. Be on site during execution of Work and report directly to and be under direction of site supervisor.

#### 1.9 HEALTH AND SAFETY COMMITTEE

- A. 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. 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.
- C. 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.

#### 1.10 RESPONSIBILITY

- A. 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.
- B. 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.

#### 1.11 UNFORESEEN HAZARDS

- A. 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.

#### 1.12 INSTRUCTION AND TRAINING

- A. 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.
- B. Provide and maintain training of workers, as required, by Federal and Provincial legislation.
- C. Provide copies of all training certificates to Owner's Representative for review, before a worker is to enter the work site.
- D. 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 health and Safety Risk Assessment and Management 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.
- 1.13 CONSTRUCTION SAFETY MEASURES
- A. Observe construction safety measures of National Building Code, latest edition, Provincial Government, OH&S Act and Regulations, Workplace Health and Safety and Compensation Commission and Municipal Authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.
- B. 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 Health and Safety Risk Assessment and Management Plan.
- C. Provide Owner's Representative with copies of all orders, directions and any other documentation, issued by the Provincial Department of Government Services, Occupational Health and Safety branch immediately after receipt.
- 1.14 POSTING OF DOCUMENTS
- A. 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.
- 1.15 HEALTH AND SAFETY MONITORING
- A. 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.

- B. 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.

#### 1.16 CORRECTION OF NON-COMPLIANCE

- A. Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner's Representative.
- B. Provide Owner's Representative with written report of action taken to correct non-compliance of health and safety issues identified.
- C. Owner's Representative may stop work if non-compliance of health and safety regulations is not corrected.

#### 1.17 WHMIS

- A. 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.
- B. 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.
- C. Train workers required to use or work in close proximity to controlled products as per OH&S Act and Regulations.
- D. Label controlled products at jobsite as per OH&S and Regulations.
- E. 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.
- F. 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.
- G. No controlled products are to be brought on-site without prior approved MSDS.
- H. The MSDS are to remain on site at all times.

#### 1.18 OVERLOADING

- A. 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

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

1.20 SCAFFOLDING

- A. Design, erect and maintain scaffolding in accordance with CSA S269.2 and Sections 91-97 of the OH&S Act and Regulations.
- B. Ensure that fall-restraint or fall-arrest devices are used by all workers working at elevations greater than 3.05 metres above grade or floor level in accordance with CSA Z259.

1.21 PERSONAL PROTECTIVE EQUIPMENT

- A. Ensure workers on the jobsite use personal protective equipment appropriate to the hazards identified in the Risk Assessment and Management Plan and those workers are trained in the proper care, use, and maintenance of such equipment.
- B. 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.
- C. 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 one half ( $\frac{1}{2}$ ) the IDLH concentration.
  - 2. Respiratory protection shall be provided in accordance with the requirements of the Occupational Health and Safety Branch, Department of Labour of the Province of Newfoundland and Labrador and these specifications.
  - 3. Establish, implement and maintain a respirator inspection and maintenance program.
  - 4. Copies of all respirator owners' maintenance manuals shall be kept at all times at the contractor's site office.
- D. 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.
- E. 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.

- F. 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.
- G. Provide workers and up to five (5) visitors to the site with CSA approved hard hats.

#### 1.22 EXCAVATION SAFETY

- A. 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.
- B. Ensure that all excavations less than 1.25 metres deep are effectively protected when hazardous ground movement may be expected.
- C. 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.
- D. 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.
  - 1. 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 the Department of Labour's "Trench Excavation Safety Guide".

#### 1.23 CONFINED SPACE WORK

- A. Comply with requirements of Canada Occupational Safety and Health Regulations, Part XI and Consolidated Regulations Newfoundland and Labrador (CRNL) OH&S 1165/96.
- B. 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.
- C. Develop a confined space entry 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.
  - 1. Ensure that personal protective equipment and emergency rescue equipment appropriate to the nature of the work being performed is provided and used.
- D. Provide and maintain training of workers, as required by the Federal and Provincial Legislation.
- E. Provide Owner's Representative with a copy of an "Entry Permit" for each entry into the confined space to ensure compliance with Federal and Provincial Legislation.

1.24 HAZARDOUS MATERIALS

- A. Should material resembling hazardous materials (asbestos/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.
- B. Unless otherwise noted, for hazardous materials abatement and repair, employ the services of a recognized Environmental Consultant to provide all air monitoring and testing services for regulatory requirements.

1.25 HEAVY EQUIPMENT

- A. 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.
- B. Provide certificate of training in Power Line Hazards for operators of heavy equipment.
- C. Obtain written clearance from the power utility where equipment is used in close proximity to (within 5.5 metres) overhead or underground power lines.
- D. 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.

1.26 WORK STOPPAGE

- A. 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 RELATED DOCUMENTS

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

### 1.2 DEFINITIONS

- .1 Hazardous Material: Product, substance, or organism that is used for its original purpose; and that is either dangerous goods or a material that may cause adverse impact to the environment or adversely affect health of persons, animals, or plant life when released into the environment.

### 1.3 FIRES

- .1 Fires and burning of rubbish on site not permitted.

### 1.4 HAZARDOUS MATERIAL HANDLING

- .1 Store and handle hazardous materials in accordance with applicable federal and provincial laws, regulations, codes and guidelines. Store in location that will prevent spillage into the environment
- .2 Label containers to WHMIS requirements and keep MSDS data sheets on site for all hazardous materials.
- .3 Maintain inventory of hazardous materials and hazardous waste stored on site. List items by product name, quantity and date when storage began.
- .4 Store and handle flammable and combustible materials in accordance with National Fire Code.
- .5 Transport hazardous materials in accordance with federal Transportation of Dangerous Goods Regulations and applicable Provincial regulations.

### 1.5 DISPOSAL OF WASTES

- .1 Do not bury rubbish and waste materials on site. Dispose in accordance with project waste management requirements
- .2 Do not dispose of hazardous waste or volatile materials, such as mineral spirits, paints, thinners, oil or fuel into waterways, storm or sanitary sewers or waste landfill sites.
- .3 Dispose of hazardous waste in accordance with applicable federal and provincial laws, regulations, codes and guidelines.

### 1.6 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.