

Western Health
Tender 0171-1715

Asphalt Paving of Parking Area
Western Memorial Regional Hospital
Corner Brook, NL

Closing date: July 20, 2017
2:00PM

Title Page
Index
List of Addenda
Instructions to Bidders
Supplementary Instructions to Bidders
Tender Form
 Appendix A – List of Sub-contractors
 Appendix B – Tender Price Table
 Appendix C – Owner supplied boiler shop drawing
Agreement Between Owner & Contractor
General Conditions
Certificate of Insurance

OWNER’S POLICIES

Oath / Affirmation of Confidentiality
Health Information Management & Privacy Manual
Smoke Free Properties Policy
Contractor’s Safety Program
Contractor’s Safety Handbook

DIVISION 1 - GENERAL REQUIREMENTS

Section #01 11 00 - Summary of Work
Section #01 14 00 - Work Restrictions
Section #01 31 00 - Project Management and Coordination
Section #01 35 29.06 - Health and Safety Requirements
Section #01 35 43 - Environmental Procedures
Section #01 45 00 - Quality Control
Section #01 56 00 - Temporary Barriers and Enclosures
Section #01 73 00 - Execution
Section #01 74 11 – Cleaning
Section #01 74 21 - Construction/Demolition Waste Management and Disposal
Section #01 77 00 - Closeout Procedures
Section #01 78 00 - Closeout Submittals

DIVISION 2 - EXISTING CONDITIONS

Section #02 41 13 - Selective Site Demolition

DIVISION 31 – EARTHWORK

Section #31 00 00.01 – Earthwork & Related Work
Section #31 05 16 – Aggregate Materials

DIVISION 31 – EXTERIOR IMPROVEMENTS

Section #32 11 16.01 – Granular Sub-Base
Section #32 11 23 – Aggregate Base Courses
Section #32 12 16.02 – Asphalt Paving for Building Sites

LIST OF DRAWINGS:

SITE DRAWINGS

DETAILS OF SPECIFIED PARKING AREAS

ELECTRICAL DRAWINGS

N/A

**STIPULATED PRICE CONTRACT
INDEX
INSTRUCTION TO BIDDERS**

1. Tenders
2. Tender Documents
3. Tender Surety and Bonding
4. Completion of Tender Form
5. Unacceptable Tenders
6. Amendments to Tender
7. Withdrawal of Tender
8. Substitution of Materials
9. Use of Bid Depository
10. Acceptance of Tender
11. Performance of Contractor
12. Contractor's Safety Agreement

INSTRUCTION TO BIDDERS

1. TENDERS

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

Tender for:

TENDER # 0171-1715
Asphalt Paving of Parking Area
Western Memorial Regional Hospital

Addressed to:

c/o Paul Wight, Regional Director – Materials Management
Western Memorial Regional Hospital
1 Brookfield Ave
Corner Brook, NL A2H 6J7

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

- (b) Tenders must be received at the above address on or before the exact closing time and date indicated in the advertisement. **TENDERS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**
- (c) The Form of Agreement is included in the Contract Documents at the time of tendering for the purpose of information to Bidders and shall not be completed at the Time of Tendering.
- (d) Before submitting a Tender, tenderers shall carefully examine the Contract Documents and the site of the proposed work and fully inform themselves of the existing conditions and limitations. No subsequent allowance under the Contract Documents will be considered for any Bidder who had failed to become familiar with all aspects of the work.
- (e) The Owner will not defray any expenses incurred by the tenderers in the preparation and submission of their tenders.

- (f) All Bids, including attachments and any documentation, submitted to and accepted by Western Health in response to this tender become the property of Western Health. A Bidder's Bid package may be subject to disclosure under the *Access to Information and Protection of Privacy Act, 2015*. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the Act. Western Health cannot guarantee the confidentiality of the content of any Bid after tender close.

2. TENDER DOCUMENTS

- (a) The Tender Documents consist of the Instructions to Bidders, Tender Form, Agreement, Drawings, Specifications, and any Amendments /Addenda to the Contract Documents issued during the tender period.
- (b) Every interpretation of or addition to the Contract Documents to be considered a valid part of the Contract Documents will be issued in the form of a written addendum.
- (c) No addendums will be issued less than five (5) calendar days prior to the closing date of the Tender.

3. TENDER SURETY AND BONDING

- (a) Performance Bonds

A Performance Bond will be required upon request from the Owner.

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

Performance Security will not be required for a contract value of less than \$25,000.

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

4. COMPLETION OF TENDER FORM

- (a) The Tender Form is to be completed in its entirety and submitted in a sealed envelope with the Tender Number, project description and name of the Tenderer clearly marked on the envelope. The Tenderer should retain a copy of the tender for his records.
- (b) Type or legibly print the information required on the Tender Form.
- (c) Type or legibly print the Tenderer's full business name and address in the spaces provided on the Tender Form.
- (d) Sign the Tender Form in the space provided as indicated:

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

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

In the case of a Limited Company, signatures of authorized signing officers in the presence of a witness who will sign where indicated, and the corporate seal will be affixed. Indicate next to signature the corporate title of each signer.

- (e) Spaces or Appendices will be provided with the Tender Form if required for a list of sub- contractors, use of bid depository, contractor's experience, list of equipment. All such spaces and appendices must be completed in their entirety legibly by computer/typewriter or by printing in ink.

- (e) Spaces or Appendices will be provided with the Tender Form if required for a list of sub- contractors, use of bid depository, contractor's experience, list of equipment. All such spaces and appendices must be completed in their entirety legibly by computer/typewriter or by printing in ink.
- (f) If it becomes necessary to correct an error made on the Tender Form, such correction must be initialed and dated by the person or persons signing the Tender Form.
- (g) Faxed copy of completed Tender Form will be accepted provided the fax copy is received on the Western Fax before the closing date and time and the original signed documents are received at Western Health within 5 Business Days. Faxed bids can be sent to
Fax Number: 709-637-2649.

Bidders can confirm the fax was received by calling: 709-637-5511
Western Health will not be responsible for any fax messages not getting through in time for any reason. It will be the responsibility of the sender to ensure the fax gets through before the deadline to be accepted.

5. UNACCEPTABLE TENDERS

- (a) Tenders not submitted on the Tender Form provided will not be considered.
- (b) Tenders received after the Tender Closing time will not be considered.
- (c) Incomplete Tenders will be rejected.
- (d) Tenders not accompanied by an approved security in the correct amount will be rejected.
- (e) Tenders containing qualification or additional clauses to the Tender Form will be rejected.
- (f) Incorrectly prepared tenders may be rejected.

6. AMENDMENTS TO TENDER

Properly documented amendments to the Tender will be permitted up to the Tender closing time. Amendments documented by telegram or fax will be acceptable.

7. WITHDRAWAL OF TENDERS

Bids may be withdrawn without penalty by written telegraphic or fax request if received prior to the time fixed for the opening.

8. SUBSTITUTION OF MATERIALS

- (a) Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the contractor. Where only one brand name is stated there shall be no substitution.
- (b) Where the Specifications include the "or approved equal" clause, substitutions may be proposed provided that:
 - 1. the request for a substitution is made in writing at least fourteen (14) calendar days prior to the bid date;
 - 2. the request shall clearly define and describe the product for which the substitution is requested;
 - 3. the substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Engineer/Architect shall be in the form of an addendum to the Specifications issued at least five (5) calendar days prior to the Tender closing date to all of those contractors listed as having received a copy of the Contract Documents.

9. USE OF BID DEPOSITORY

The attention of the Bidder is drawn to the fact that the Bid Depository of the Newfoundland and Labrador Construction Association will not be used for this Tender.

10. ACCEPTANCE OF TENDER

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

- (b) Upon written acceptance of the tender within the tender validity period, the Tender Form becomes part of the Contract Documents and the successful tenderer becomes the Contractor. The Contractor will be required to execute a formal agreement with the Owner within thirty (30) days of the date of the letter of intent.
- (c) The Contractor shall, within fourteen (14) calendar days of receipt of the letter of intent, submit to the Owner a breakdown of the bid to the satisfaction of the Owner.

11. PERFORMANCE OF CONTRACTOR

No contract will be awarded to a bidder whose past performance has been determined to be less than acceptable by Western Health Authority.

12. CONTRACTOR'S SAFETY AGREEMENT

The Contractor agrees to comply will all provisions outlined in the Section "Occupational Health and Safety Program Guidelines for Contractor Safety" contained herein. The Contractor must complete and sign the Contractor's Safety Agreement contained in the above Guidelines prior to the start of any work under this tender.

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1 TENDER SURETY AND BONDING

(a) Bidding Security

Please delete sentence

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

and replace with:

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

Add The Following:

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

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

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

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

2 TENDER SURETY AND BONDING

Bidders are advised that both the 50% Performance Bond referenced in 3(b) and will either be the Sub-Total of Tender Prices or the Total Estimated Tender Items, **not including the Harmonized Sales Tax (HST).**

3 CONTRACTOR'S PERFORMANCE EVALUATION SYSTEM

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

In accordance with the Public Tender Act Regulations 1998, NFLD Reg. 103/98, Section 3(4), contractors may be required to maintain a certain performance rating to bid. Contractors whose

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

performance on previous contracts falls below the required minimum may have their bids disqualified.

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

4 TENDER FORM, APPENDIX 'A' AND APPENDIX 'B'

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

**TENDER FORM
STIPULATED PRICE CONTRACT**

Tender for: **TENDER # 0171-1715
Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

To: **c/o Paul Wight, Regional Director – Materials Management
Western Memorial Regional Hospital
PO Box 2005
1 Brookfield Ave
Corner Brook, NL A2H 6J7**

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

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

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

- 2 The Work will be substantially performed within _____ months from the date of notification of award of contract.
3. WE ENCLOSE HEREWITH if required by the Instructions to Bidders
- (b) A certified cheque in the correct amount(if required).

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

4. IF NOTIFIED IN WRITING BY THE OWNER OF THE ACCEPTANCE OF THIS TENDER WITHIN THIRTY (30) CALENDAR DAYS OF THE TENDER CLOSING DATE SUBJECT TO SUCH OTHER PERIOD AS MAY BE SPECIFIED IN THE TENDERING DOCUMENTS, WE WILL:

- (a) execute the Standard Form of Construction Contract;
- (b) if specified, furnish the security for the proper completion of the work, the said security, if in the form of bonds, to be issued on an acceptable form;
- (c) complete substantially all the work included in the contract within the time and under conditions specified.

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

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

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

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

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

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

9. WE hereby acknowledge receipt of the following addenda:

Addendum No.: _____

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

SIGNATURE OF TENDERER

Firm Name: _____

Address: _____

Postal Code: _____

E-Mail _____

Ph # _____

Fax # _____

Signing Officer

Signing Officer

Corporate Seal

Witnessed by

APPENDIX "A"

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

to

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

IF NOT USED, BAR AND INITIAL THE SPACE BELOW.

| Sub-Contract/Equipment | Names and Addresses of Sub-Contractors/Suppliers included in our Tender Price |
|------------------------|---|
| | |

APPENDIX "B"

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

to

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

IF NOT USED, BAR AND INITIAL THE SPACE BELOW

APPENDIX "C"
TENDER PRICE TABLE

| Sections | Description | | | Amount (\$) |
|-----------|--|---|-----------------|------------------------|
| C1 | Base Tender | | | |
| C2 | Separate Prices | | | |
| | 1 | | | |
| | 2 | | | |
| | 3 | | | |
| | Subtotal Separate Prices | | | - |
| C3 | Unit Prices | | <i>Quantity</i> | <i>Unit Price (\$)</i> |
| | 1 | <i>(no unit prices applicable to this tender)</i> | | |
| | 2 | | | |
| | Subtotal Unit Prices | | | - |
| C4 | Cash Allowances | | | |
| | 1 | Misc. cash allowance to cover unforeseeable repairs and/or replacement of equipment, piping, control components, etc. at full discretion of the Owner/Engineer. | | \$5,000 |
| | 2 | | | |
| | Subtotal Cash Allowances | | | \$5,000 |
| C5 | SubTotal Tender Prices (Sum of Sections C1-C4) | | | |
| C6 | Harmonized Sales Tax (HST) (Multiply Section C5 by 15%) | | | |
| C7 | TOTAL TENDER AMOUNT (Add Sections C5 + C6 and transfer this amount to Section 1 on page 1 of the Tender) | | | |

Notes:

1. For the purposes of the Public Tender Act and the evaluation of tenders received, the bid shall be the Total Tender Amount.
2. Work associated with the Separate Prices may be deleted at the sole discretion of the Owner at the time of contract award and a deduction(s) will be made to the Total Tender Amount equal to the amount(s) in C2 of the Tender Price Table.
3. Costs associated with the Unit Price work will vary depending upon the quantities authorized by the Engineer/Architect during the course of construction and the final contract amount will be adjusted accordingly, upwards or downwards, based upon the quoted unit rate.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
for use when a stipulated price forms the
basis of payment and to be used only
with the General Conditions of the Contract**

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

BY AND BETWEEN

hereinafter called the "Owner"

AND

hereinafter called the "Contractor"

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

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform all the Work required by the Contract Documents for _____
_____. (See Tender Form for Description)
which have been signed in triplicate by both the parties,
- (b) do and fulfil everything indicated by this Agreement, and
- (c) commence the Work by the ____ day of _____, 20__ and substantially perform the
Work of this Contract as certified by the Engineer/Architect by the ____ day of _____
20__.
- (d) The "Engineer/Architect" is the person designated as such from time to time by the Owner.

ARTICLE A-2 CONTRACT DOCUMENTS

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

ARTICLE A-3 CONTRACT PRICE

THE CONTRACT PRICE IS \$ _____

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

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and, where such legislation does not exist or apply, in accordance with such prescribed regulations or industry practice respecting holdback percentages and in accordance with the provisions of the General Conditions of the Contract, the Owner shall:
 - (1) make monthly payments to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Engineer/Architect; and
 - (2) upon Substantial Performance of the work as certified by the Engineer/Architect pay to the contractor any unpaid balance of holdback monies then due; and
 - (3) upon Total Performance of the Work as certified by the Engineer/Architect pay to the contractor any unpaid balance of the Contract Price then due.

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

ARTICLE A-5 ADDRESSES FOR NOTICES

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

AGREEMENT

The Owner at: _____

The Contractor at: _____

The Engineer/Architect at: _____

ARTICLE A-6 SUCCESSION

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

AGREEMENT

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

SIGNED, SEALED AND DELIVERED

in the presence of:

OWNER:

CONTRACTOR

signed

signed

name and title

name and title

date

signed / witnessed

name and title

date

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

GENERAL CONDITIONS
OF
STIPULATED PRICE CONTRACTS

INDEX

GENERAL PROVISIONS

- 1 Definitions
- 2 Contract Documents
- 3 Emergencies
- 4 Laws, Notices, Permits and Fees
- 5 Patent Fees
- 6 Status of the Contractor
- 7 Worker's Compensation
- 8 Certificate of Recognition Program
- 9 Unsuitable workers
- 10 Public ceremonies and Signs
- 11 Security and Protection of Documents
- 12 Time of the Essence
- 13 Warranty

ADMINISTRATION OF THE CONTRACT

- 14 Assignment
- 15 Succession
- 16 Project Managers' Decisions and Instructions
- 17 Superintendence
- 18 Subcontractors

EXECUTION AND CONTROL OF THE WORK

- 19 Use of Premises
- 20 Construction Schedule
- 21 Cutting and Remedial Work
- 22 Shop Drawings
- 23 Samples
- 24 Tests and Mix Designs
- 25 Materials and Substitutions
- 26 Material, Plant and Real Property become property of the Owner
- 27 Labour
- 28 Preconstruction Meetings & Orientations
- 29 Construction Safety
- 30 Inspection of the Work
- 31 Defective Work
- 32 Contractor's Responsibilities and Control of the Work
- 33 Other Contractors and Owners' Forces
- 34 Owner's Right to do Work
- 35 Cleanup and Final Cleaning Of Work

PROTECTIVE MEASURES

- 36 Protection of Work and Property
- 37 Precautions against damage, infringement of rights, fire and other hazards
- 38 Material, Plant and Real Property supplied by the Owner
- 39 Contaminated site conditions
- 40 Damages and Mutual Responsibility
- 41 Indemnification

TERMS OF PAYMENT

- 42 Taxes and Duties
- 43 Application for Payment
- 44 Certificates and Payments
- 45 Right of Setoff
- 46 Assessment of Liquidated Damages for Late Completion

DELAYS AND CHANGES IN THE WORK

- 47 Changes in the Work
- 48 Change Directive
- 49 Concealed or Unknown Conditions
- 50 Delay
- 51 Valuation and Certification of Changes in the Work

DEFAULT, SUSPENSION OR TERMINATION OF THE CONTRACT

- 52 Owner's Right to Stop Work, Suspend the Work or Terminate Contract
- 53 Contractor's Right to Stop Work or Terminate Contract

DISPUTE RESOLUTION

- 54 Settlement of Disputes and Claims

CONTRACT SECURITY & INSURANCE

- 55 Liability Insurance
- 56 Property Insurance
- 57 Bonds
- 58 Claims Against, and Obligations of, the Contractor

Form – Certificate of Insurance

GC 1 DEFINITIONS

- 1.1 “Contract Documents”
The Contract Documents consist of the INSTRUCTIONS TO BIDDERS, executed AGREEMENT BETWEEN OWNER AND CONTRACTOR, GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS, any representations made by the Contractor during the tender period, Specifications, Drawings and such other documents as are listed in Article A-2 of the Agreement, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the contract or agreed upon between the parties. The Successful bidder's tender, and any addenda to the Specifications issued during the bidding period shall also form part of the Contract Documents.
- 1.2 “Contract”
The legal agreement, represented by the Contract Documents, between the Contractor and Owner by which the Contractor agrees to undertake and perform the Work for the Contract Amount stipulated, for the quality prescribed and by the scheduled completion date detailed in the Agreement Between Owner and Contractor.
- 1.3 “Final Completion”
Final Completion shall mean when the entire Work has been performed to the requirements of the Contract Documents and is so certified by the Project Manager.
- 1.4 “Materials and Equipment” and/or “Products”
The terms Materials and Equipment and/or Products means all materials, machinery, equipment and fixtures forming the completed work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work and normally referred to as construction machinery and equipment.
- 1.5 “Other Contractor”
The term Other Contractor means any person, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.
- 1.6 “Owner”, “Project Manager”, “Contractor”
The Owner, Project Manager and Contractor are the persons, firms or corporation identified as such in the Agreement between Owner and Contractor and referred to throughout the Contract Documents as if singular in number and gender neutral. They also mean the Owner, Project Manager or Contractor or their authorized representatives as designated by each party in writing. Reference to the “Engineer”, “Architect/Engineer”, “Consult- ant” or other similar terms as may be used elsewhere in the Contract Documents, including the technical specifications and drawings, shall mean the Project Manager.
- 1.7 “Place of the Work”
The Place of the work is the designated site or location of the Work identified in the Contract Documents.
- 1.8 “The Project”
The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.9 “Subcontractor / Supplier”
- a) A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.
 - b) A Supplier is a person or entity having a direct contract with the Contractor to supply Products not worked to a special design for the Work.
- 1.10 “Substantial Completion”
Subject to GC 44, a Contract shall be deemed to be substantially completed
- a) when the work or a substantial part thereof is ready for use or is being used for the purpose intended; and
 - b) when the work to be done under the contract is capable of completion or correction at a cost of not more than:

- (i) three percent of the first two hundred and fifty thousand dollars (\$250,000) of the contract price, and
 - (ii) two percent of the next two hundred and fifty thousand dollars (\$250,000) of the contract price, and
 - (iii) one percent of the balance of the contract price.
- c) Notwithstanding any convention of the construction industry in Canada and despite any other definitions herein, the contract shall not be substantially completed until the Project Manager has determined that with respect to the Work:
- (.1) all regulatory occupancy permits are in place;
 - (.2) fire safety systems have been certified and are fully operational;
 - (.3) building systems have been inspected, performance tested and placed into satisfactory operation for a period of at least 5 days prior to occupancy of the Work; and
 - (.4) The contract price, for the purposes of this article, shall be the original contract price as identified in Art. A-3 of the Agreement between Owner and Contractor plus the net value of all approved change orders.

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

- 1.11 “Substantial Defects or Deficiencies”
Those defects or deficiencies in the Work which affect the Project to such an extent or in such a manner that a significant part or the whole of the Work is unfit for the purpose specified in the Contract Documents as determined by the Project Manager.
- 1.12 “Time”
- a) The Contract Time is the time stated in Article A-1 (c) of the AGREEMENT BETWEEN THE OWNER AND THE CONTRACTOR
 - b) The term day, as used in the Contract Documents, shall mean the calendar day.
 - c) The term working day means any working day observed by the construction industry in the area of the place of Work up to a maximum of twelve (12) hours per day.
- 1.13 “Work”
Work includes the whole of the undertakings, Materials, Equipment, Products, matters and things required to be done, furnished and performed by the Contractor under the Contract.

GC 2 CONTRACT DOCUMENTS

- 2.1 The AGREEMENT BETWEEN OWNER AND CONTRACTOR shall be signed in duplicate by the Owner and the Contractor.
- 2.2 Words which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 2.3 In the event of conflicts between Contract Documents the following shall apply:
- a) Documents of later date shall govern.
 - b) Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
 - c) Drawings of larger scale shall govern over those of smaller scale of the same date.

- d) Specifications shall govern over Drawings
 - e) The GENERAL CONDITIONS of Contract shall govern over Specifications.
 - f) SUPPLEMENTARY GENERAL CONDITIONS (if any) shall govern over the GENERAL CONDITIONS of the Contract.
 - g) The AGREEMENT BETWEEN OWNER AND CONTRACTOR shall govern over all documents.
- 2.4 Only electronic copies of the Contract Documents will be made available to the Contractor without charge. Printed copies required by the Contractor will be at their sole cost.
- 2.5 The Contractor shall keep one copy of all current Contract Documents submittals, reports, records of meetings and shop drawings on the site, in good order and available to the Project Manager. This requirement shall not be deemed to include the executed Contract Documents.
- 2.6 All Contract documents and copies thereof, and all models, are and shall remain the property of the Owner and are not to be used on other Work. Such documents are not to be copied, except for purposes related to the work under this Contract, or revised in any manner without the written authorization of the Owner.
- 2.7 The specifications and drawings may be subdivided into sections. They should be read as a whole and are not intended to be a means of separating the work under the Contract. Unless specifically delineated in the Specifications or Drawings, the Owner shall not be responsible for the separation of work between Subcontractors, Suppliers, and the Contractor. The headings contained in the Contract Documents are inserted for the purpose of convenient reference only and are not to be considered in any construction or interpretation of the Contract Documents.
- 2.8 The Contractor acknowledges that the General Conditions are revised or amended from time to time by the Owner and acknowledges that the provisions herein represent the most current version. The Contractor understands and agrees that it shall not use an interpretation or understanding from a previous version to support an interpretation or understanding of the Contract Documents which has specifically changed or been amended by this version.

GC 3 EMERGENCIES

- 3.1 The Project Manager has authority in an emergency to stop the progress of the work whenever the Project Manager is of the opinion that such stoppage may be necessary to ensure the safety of life, or the work, or neighboring property. This includes authority to make changes in the work, and to order, assess and award the cost of such work, extra to the Contract or otherwise, as may in the Project Manager's opinion be necessary. The Project Manager shall, within two (2) working days, confirm in writing any such instructions. In such a case if work has been performed under direct order of the Project Manager, the Contractor shall retain the right to claim the value of such work.
- 3.2 Should the work be stopped by civil pickets, or other disorder, neither the Owner nor the Contractor shall have claim for change in the price of the Contract.
- 3.3 When requested in writing by the Owner, the Contractor shall make appropriate alterations in the method, Products or work force at any time the Owner considers the Contractor's actions to be unsafe, or damaging to either the Work or existing facilities or the environment.

GC 4 LAWS, NOTICES, PERMITS AND FEES

- 4.1 The laws of the Province of Newfoundland and Labrador shall govern the Work and the Contract Documents.
- 4.2 The Contractor shall obtain all applicable permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of tender submission, but this shall not include the obtaining of permanent easements or rights of servitude. The Contractor shall provide written evidence of compliance to the Project Manager. The Owner is not required by law to obtain any permit from any municipality in this Province related to the Work. As such, the Contractor is not to carry the cost of a municipal

permit related to the conduct of the Work as part of the Contractor's tender price related to the same. If any such permit is found by the Owner to be required as it deems fit, the payment for such to the municipality concerned will either be directly by the Owner, or alternately by the Contractor on behalf of the Owner. If payment of any such permit is by the Contractor on behalf of the Owner, the Owner will issue a change order to allow for its payment at direct cost only, with no markup if any kind. Nothing in this General Condition relieves the Contractor of its obligation to make such filings and to submit such documents and notices with respect to the Work on behalf of the Owner as are normally required by the municipality to facilitate its conduct. Further the Contractor is to advise the Owner of any request by a municipality that the Contractor pay for and obtain a permit related to the conduct of the Work. The Owner and the Contractor will jointly deal with any such requests in the manner provide for above. All other permits are remaining the responsibility of the Contractor.

- 4.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work or to the preservation of public health and construction safety, which are or become in force during the performance of the Work.
- 4.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. The Contractor shall notify the Project Manager in writing requesting immediate direction if any such variance or change is found.
- 4.5 If the Contractor fails to notify the Project Manager in writing and obtain direction as required in GC 29.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to their failure to comply with the Provisions of such laws, ordinances, rules, regulations, codes and orders.
- 4.6 All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The address for service is as follows:

For the Client:

c/o Paul Wight, Regional Director – Materials Management
Western Memorial Regional Hospital
PO Box 2005
1 Brookfield Ave
Corner Brook, NL A2H 6J7

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

- a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;
 - b) As of the date on which they are sent where delivery is by facsimile, e-mail or other means of electronic communication; and
 - c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.
- 4.8 The address of either party, or the person authorized to receive notices, may be changed by notice in the manner set out in this provision.

GC 5 PATENT FEES

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

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

GC6 STATUS OF THE CONTRACTOR

- 6.1 The Contractor is engaged under the Contract as an independent contractor.
- 6.2 The Contractor and any employee of the Contractor are not engaged by the Contract as an employee, servant or agent of the Owner.
- 6.3 For the purposes of the Contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for the Owner, Canada Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.
- 6.4 Contractors shall provide, prior to signing of Contract, a current certification of good standing from the Registry of Companies, Province of Newfoundland and Labrador.

GC 7 WORKER'S COMPENSATION

- 7.1 The Contractor shall, within ten (10) working days of the date of the Letter of Award and prior to commencement of the work, provide evidence of compliance with all requirements with respect to worker's compensation in the Province, including payments due thereunder. The Contractor shall again provide similar evidence, in accordance with GC 44.7 - CERTIFICATES AND PAYMENTS, prior to receiving any holdback monies.
- 7.2 At any time during the term of Contract, when requested by the Project Manager, the Contractor shall also provide such evidence of their compliance, including any Subcontractors and any other persons performing work who are required to comply with such legislation.
- 7.3 Non incorporated companies (i.e. partnerships, sole proprietorships, and independent operators) must provide coverage for any employees and personal coverage for the principals.
- 7.4 The Contractor shall provide to the Owner with each progress claim a Worker's Compensation Certificate from the Province of Newfoundland and Labrador.

GC 8 CERTIFICATIONS AND RECOGNITION PROGRAM

- 8.1 The Contractor may be required to, within ten (10) working days of the date of the Letter of Award and prior to commencement of the work and at the Client's sole discretion, provide a valid Letter of Good Standing under the Certificate of Recognition Program from the Newfoundland and Labrador Construction Safety Association. The Letter of Good Standing must be unexpired and verify that the Contractor has reached full "Certificate of Recognition" status. The Contractor shall be responsible for maintaining this status for the duration of the contract and, if the validity date of the Letter of Good Standing precedes completion of the Work, the Contractor may be requested to provide additional letters of good standing to substantiate continuing compliance. In the event the Contractor's status is "pending", the Contractor shall comply with all measures directed by the Owner as the Owner sees fit at his sole and unfettered discretion.
- 8.2 For contracts valued at less than \$100,000 and deemed by the Owner to present a low level risk for occupational, health and safety, the Owner, in its sole discretion, may accept a Letter of Good Standing at the "Audit Pending" status, provided this is the Contractor's first contract with the Owner.
- 8.3 In accordance with GC 18.1 - SUBCONTRACTORS, at any time during the term of the Contract, when requested by the Owner, the Contractor shall provide similar evidence of compliance by any Subcontractors undertaking construction work on the Contract.

- 8.4 Failure to provide a Letter of Good Standing or meet the requirements of GC 8.1 or GC 8.2 may be deemed an act of default by the Contractor and subject to the provisions of GC 52 – OWNER’S RIGHT TO STOP WORK OR TERMINATE CONTRACT.
- 8.5 The Contractor will be required to perform all works in strict accordance with the Owner’s Nosocomial Infection Protocol policy and the latest edition of CSA Z317 (Infection Control During Construction or Renovation of Health Care Facilities).
- 8.6 The Contractor shall be required to abide by the Newfoundland and Labrador Occupational Health and Safety Act and Regulations, the Personal Health Information Act and all Owner policies including, but not limited to:
- a) Contractor and Vendor Safety Policy (OHS-10-0100)
 - b) Incident Reporting (PSQ-5-020)
 - c) Management of Adverse Events (PSQ-5-030)
 - d) Identification of Personnel (HR-3-010)
 - e) Oath / Affirmation of Confidentiality (P&A-9-020)
 - f) Security of Confidential information (P&A-9-030)
 - g) Privacy/Confidentiality Breach Management (P&A-9-040)
 - h) Construction, Renovation or Maintenance in health care Facilities (IC-6-60)

GC 9 UNSUITABLE WORKERS

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

GC 10 PUBLIC CEREMONIES AND SIGNS

- 10.1 The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of the Owner.
- 10.2 The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the Owner.

GC 11 SECURITY AND PROTECTION OF DOCUMENTS

- 11.1 The Contractor shall guard and protect Contract Documents, drawings, information, models and copies thereof, whether supplied by the Owner or the Contractor, against loss or damage from any cause or against any unauthorized, prohibited, illegal or any other non-related Work use or application.
- 11.2 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of The Owner in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of the Owner, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that
- (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than the Owner, except any source that is known to the Contractor to be under an obligation to the Owner not to disclose the information.

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

GC 12 TIME OF THE ESSENCE

- 12.1 Time is of the essence of the Contract.

GC 13 WARRANTY

- 13.1 Without restricting any warranty or guarantee implied or stipulated by law, the Contractor hereby warrants that the Work shall be free of any and all defects, deficiencies or faults and the Contractor shall bear the expense, rectify and make good any defect or fault appearing within a period of one year from the date of Substantial Completion of the Work or within such other warranty period as may be specified in the Contract Documents or in connection with those applicable parts of the Work described in the Certificate of Substantial Completion any defect appearing within a period of one year of Final Completion, provided that the Contractor shall not be responsible for any defect or fault caused by the Owner's improper operation or maintenance, or resulting from the design of the work, unless under the Contract, the Contractor has responsibility for such design.
- 13.2 The Contractor shall correct at its own cost, and if not corrected be responsible for the payment to correct, any new or additional damage done to already completed Work, or to the adjoining or integrated property of the Owner, which results from the responsibility of the Contractor under GC 13.1
- 13.3 The Contractor shall transfer and assign to the Owner, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the one year period stipulated in GC 13.1. Extended warranties or guarantees referred to herein shall not extend the one year period whereby the Contractor, except as may be provided elsewhere in the Contract Documents must rectify and make good any defect or fault that appears in the Work or come to the attention of the Owner.
- 13.4 Neither the Project Manager's Final Completion certificate nor payment thereunder shall relieve the Contractor from this responsibility hereunder.
- 13.5 The Owner and/or the Project Manager shall promptly give the Contractor written notice of any observed defects or deficiencies occurring during the Warranty Period.
- 13.6 Any defect or fault appearing within the warranty period and prior to the issuance of a Final Completion Certificate shall be subject to the set-off provisions outlined in GC 44.12(d) – CERTIFICATES AND PAYMENTS.

GC 14 ASSIGNMENT

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

GC 15 SUCCESSION

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

GC 16 PROJECT MANAGER'S DECISIONS AND INSTRUCTIONS

- 16.1 The Project Manager, in the first instance, shall decide on questions arising under the Contract Documents and interpret the requirements therein. Such decisions shall be given in writing.
- 16.2 The Contractor shall notify the Project Manager in writing within ten (10) working days of receipt of a decision of the Project Manager referred to in GC 16.1 should the Contractor hold that such decision is in error and/or at variance with the Contract Documents. Unless the Contractor fulfills this requirement, subsequent claims by the Contractor for extra compensation, arising out of the decision, will not be accepted.
- 16.3 If the question of error and/or variance is not resolved immediately, and the Project Manager decides that the disputed work shall be carried out, the Contractor shall act according to the Project Manager's written decision. Any question of change in Contract Price and/or extension of Contract Time due to such error and/or variance shall be decided as provided in GC 54 - SETTLEMENT OF DISPUTES AND CLAIMS.
- 16.4 During the progress of the Work the Project Manager shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents and issued with reasonable promptness and in accordance with any schedule agreed upon. Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time and may be in the form of drawings, samples, models or written instructions.

GC 17 SUPERINTENDENCE

- 17.1 The Contractor shall employ a competent superintendent(s) and necessary assistants who shall be in continuous attendance at the Work site at all times while work is being performed. Provisions must be made by the Contractor to have adequate replacement / additional superintendence personnel of equal qualifications and experience on site for work during extended hours, weekends, turnaround and any time while work is being undertaken and the primary superintendent is not available. The superintendent shall be satisfactory to the Project Manager and shall not be changed except for good reason.
- 17.2 Upon request of the Owner, the Contractor shall remove any superintendent who, in the opinion of the Project Manager, acts, and continues to act after having been warned twice in writing, with or without conditions, by the Owner through the Contractor, in failing to display the technical, managerial, safety, timeliness, integrity or any other regulated or industry recognized skills required of a person performing equivalent Work or has been otherwise acted improperly and shall forthwith designate another superintendent who is acceptable to the Project Manager. Nothing herein is to be construed as giving the Owner any right to dismiss or terminate an employee, agent, Subcontractor or Supplier of the Contractor but represents the right of the Owner to preserve and protect its property. This does not affect any legal right of a Contractor to dismiss or terminate an employee, agent Subcontractor or Supplier as it may decide in its sole discretion.
- 17.3 The superintendent shall represent the Contractor at the Work site and directions received from the Project Manager shall be held to have been given to the Contractor. Important directions shall be confirmed to the Contractor in writing, other directions will be so confirmed if requested.
- 17.4 The superintendent shall maintain good order among employees of the Contractor and Subcontractors and advise the Project Manager of any instances of disturbances, disruptions or any and all other matters required to be reported to the Project Manager, on behalf of the Owner, under the Contract Documents or by law, regulation or policy

GC 18 SUBCONTRACTORS

- 18.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under any subcontract. The Contractor shall:
- a) require Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and

- b) be fully responsible to the Owner for acts and omissions of Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor, and
- c) ensure compliance with worker's compensation, obtain bonding and insurance from Subcontractors if required by the Contract and, if requested, provide evidence of compliance, and
- d) require Subcontractors undertaking construction work on the Contract to maintain compliance with the requirements of GC 8 - CERTIFICATE OF RECOGNITION PROGRAM and, if requested, provide evidence of compliance.

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

- 18.2 The Contractor shall employ those Subcontractors proposed in writing and accepted by the Owner prior to the signing of the Contract for such portions of the work as may be designated in the bidding requirements. The Owner may, in its sole, absolute and unfettered discretion and for reasonable cause, object to the use of a proposed Subcontractor and may require the Contractor to employ one of the other Subcontractor Bidders. In the event that the Owner requires a change from any proposed Subcontractor, the Contract Price shall be adjusted by the difference in cost as may be occasioned by such required change. The Contractor shall not be required to employ as a Subcontractor any person or firm to whom they may reasonably object.
- 18.3 The Project Manager may, upon reasonable request, provide to a Subcontractor, information as to the percentage of the Subcontractor's work which has been certified for payment.
- 18.4 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor or Supplier and the Owner.

GC 19 USE OF PREMISES

- 19.1 The Contractor shall confine his apparatus, the storage of products and the operations of his workmen to limits indicated by laws, ordinances, permits or by directions of the Project Manager and shall not unreasonably encumber the premises with his products.
- 19.2 The Contractor shall not load or permit to be loaded any part of the Work with a mass that will endanger its safety.
- 19.3 The Contractor shall enforce the Project Manager's instructions regarding signs, advertisements, fires and smoking.
- 19.4 Unless otherwise provided the Contractor shall, at his own expense, and without extra cost to the Owner, make suitable provision to accommodate all traffic either pedestrian or vehicular, over or around, the project upon which work is being performed, in a manner satisfactory to the Project Manager.
- 19.5 The Contractor shall provide and maintain at his own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to residents or to the public generally.

GC 20 CONSTRUCTION SCHEDULE

- 20.1 The Contractor shall, within fifteen (15) days of receipt of the Letter of Award, provide the Project Manager with a schedule of work acceptable to the Owner in digital form and in native file format and subject to any conditions identified elsewhere in the Contract. Such schedule shall indicate the timing of the major activities of the Work and provide sufficient detail of the critical events and their interrelationship to demonstrate the Work will be performed in conformity with the Contract Time.
- 20.2 The Contractor shall provide updated schedules during the progress of the Work, if at any point, the existing or future Work deviates from the current schedule.
- 20.3 The Contractor shall advise the Project Manager in writing of any changes required to the schedule as a result of extensions to the completion time granted under GC 47 – CHANGES IN THE WORK.

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

GC 21 CUTTING AND REMEDIAL WORK

- 21.1 The Contractor shall do all cutting and remedial work that may be required to make the several parts of the Work come together properly.
- 21.2 The Contractor shall coordinate the schedule for the Work to ensure that this requirement is kept to a minimum.
- 21.3 Should the Owner or anyone employed by him be responsible for ill-timed work necessitating cutting and/or remedial work shall be valued as provided in GC17 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK and added to the Contract Price.
- 21.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger any Work.

GC 22 SHOP DRAWINGS

- 22.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.
- 22.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Project Manager may reasonably request.
- 22.3 Prior to Submission to the Project Manager the Contractor shall review all shop drawings. By this review the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.
- 22.4 The Contractor shall submit shop drawings to the Project Manager for his review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of Other Contractors. If either the Contractor or the Project Manager so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of a responsible transparency or prints as the Project Manager may direct. At the time of submission the Contractor shall notify the Project Manager in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 22.5 The Project Manager will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Project Manager's review shall be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Project Manager.
- 22.6 The Contractor shall make any changes in shop drawings which the Project Manager may require consistent with the Contract Documents and resubmit unless otherwise directed by the Engineer/Architect. When resubmitting the Contractor shall notify the Project Manager in writing of any revisions other than those requested by the Project Manager.

GC 23 SAMPLES

- 23.1 The Contractor shall submit for the Project Manager's approval such standard manufacturers' samples as the

Engineer/Architect may reasonably require. Samples shall be labelled as to origin and intended use in the Work and shall conform to the requirements of the Contract Documents.

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

GC 24 TESTS AND MIX DESIGNS

- 24.1 The Contractor shall furnish to the Project Manager test results and mix designs as may be requested. The testing company must first be approved by the Project Manager.
- 24.2 The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by laws, ordinances, rules and regulations relating to the work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in GC 47 - CHANGES IN THE WORK.

GC 25 MATERIALS AND SUBSTITUTIONS

- 25.1 Materials, described and named in the specifications with "or approved equal" clause after the Manufacturer's name, or so described as to establish quality only and substitutions of a similar material may be made after award of the contract provided the Project Manager's approval is obtained.
- 25.2 Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed. Also, indicate the increase or decrease in price.
- 25.3 Whenever a substitute is proposed for approval the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and he shall agree to bear any additional expense incurred due to his use of the proposed substitute.
- 25.4 The Project Manager may accept or reject any or all of the proposed substitutions as he sees fit, and his decision on a question of equality shall be final.

GC 26 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF THE OWNER

- 26.1 Subject to GC 4 - LAWS, NOTICES, PERMITS AND FEES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase and/or delivery to site, use or consumption be the property of the Owner for the purposes of the Work and they shall continue to be the property of the Owner
- a) in the case of Material, until the Owner indicates that the Materials shall not be required for the Work; and
 - b) in the case of Plant, real property, licences, powers and privileges, until the Owner indicates that the interest vested in the Owner therein is no longer required for the purposes of the Work.
- 26.2 Material or Plant, that is the property of the Owner by virtue of 26.1, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of the Owner.
- 26.3 The Owner is not liable for loss of nor damage from any cause to the Material or Plant referred to in 26.1, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of the Owner.

GC 27 LABOUR

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

- 27.2 The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all persons employed on the Project.
- 27.3 All work shall be done by persons skilled in their various trades.
- 27.4 There shall be no discrimination in the selection of workers for employment on the project in respect of political affiliation.
- 27.5 The Owner may instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Work who, in the opinion of the Project Manager, acts, and continues to act after having been warned twice in writing, with or without conditions, by the Owner through the Contractor, in failing to display the technical, managerial, safety, timeliness, integrity or any other regulated or industry recognized skills required of a person performing equivalent Work or is guilty of improper conduct, or has failed to comply with applicable security clearance requirements of the Contract Documents and the Contractor shall not permit a person who has so been removed to return to the site of the Work. Nothing herein is to be construed as giving the Owner any right to dismiss or terminate an employee, agent, Subcontractor or Supplier of the Contractor but represents the right of the Owner to preserve and protect its property. This does not affect any legal right of a Contractor to dismiss or terminate an employee, agent Subcontractor or Supplier as it may decide in its sole discretion.

GC 28 PRECONSTRUCTION MEETINGS & ORIENTATIONS

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

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

GC 29 CONSTRUCTION SAFETY

- 29.1 The Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property and shall promptly notify the Project Manager of its actions.
- 29.2 Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

GC 30 INSPECTION OF WORK

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

- 30.2 If special tests, inspections or approvals are required by the Contract Documents or the Project Manager's instructions or the laws or ordinances of the place of building, the Contractor shall give the Project Manager timely notice requesting inspection. Inspection by the Project Manager shall be made promptly. The Contractor shall arrange inspection by other authorities and shall notify the Project Manager of the date and time.
- 30.3 If the Contractor covers or permits to be covered any of the Work that is subject to inspection or before any special tests and approvals are completed without the approval of the Project Manager, the Contractor shall uncover the Work, have the inspection satisfactorily completed and make good the Work at the Contractor's expense.
- 30.4 Examination of any questioned work may be ordered by the Project Manager. If such work be found in accordance with the Contract the Owner shall pay the cost of examination and replacement, together with the cost of subsequent verification testing. If such Work be found not in accordance with the Contract through the fault of the Contractor, the Contractor shall pay such cost.
- 30.5 The Contractor shall provide to the Project Manager all assistance, including access to the Work, necessary for the provision of required assurances to regulatory agencies respecting substantial conformance of the construction of the Work with the design approved by the applicable authority for issuance of the building permit.
- 30.6 The Contractor shall furnish promptly to the Project Manager two (2) copies of all certificates and inspection reports relating to the Work.

GC 31 DEFECTIVE WORK

- 31.1 Defective Work, whether the result of poor workmanship, use of defective Products or damage through carelessness or other act or omission of the Contractor, and whether incorporated in the Work or not, which has been rejected by the Project Manager as failing to conform to the Contract Documents shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.
- 31.2 Other Contractor's work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 31.3 If in the opinion of the Project Manager it is not expedient to correct defective Work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Project Manager.
- 31.4 The failure of the Project Manager to reject any defective Work shall not constitute a deemed acceptance of any portion of the Work which is not in accordance with the requirements of the Contract Documents.

GC 32 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 32.1 The Contractor shall have complete control of the Work except as provided in GC 3 - EMERGENCIES. The Contractor shall effectively direct and supervise the Work and be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.
- 32.2 The Contractor shall provide or furnish, and pay for, all professional services, labour, Plant, Material, Products, construction machinery and equipment, water, heat, light, power, transportation, and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 32.3 The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC 20 - CONSTRUCTION SCHEDULE and shall provide sufficient personnel to fulfill the Contractor's obligations in accordance with that schedule.
- 32.4 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural supports, fill and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate discipline to perform these functions where required by law or by the

Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

- 32.5 Notwithstanding the provisions of GC 32.1 and 32.4 above, or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural supports, fill and other temporary facilities and methods shall be deemed to comprise part of the overall design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he is responsible for the execution of the Work.
- 32.6 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Project Manager any error or omission discovered. Failure to do so will not necessarily relieve the Contractor from being liable for any damage resulting from any such errors or omissions in the Contract Documents.
- 32.7 The Contractor, in consultation with the Project Manager, shall arrange following execution of the Contract and during performance of the Work, site meetings at regular intervals requiring the attendance of all parties involved with the Work in order to ensure proper coordination of the Work.
- 32.8 Any use of the Place of Work for which the Contractor is deemed to be licensed to use by virtue of the Contract Documents, ceases upon the last day of the conduct of the Work, or earlier as provided in the Contract Documents.

GC 33 OTHER CONTRACTORS AND OWNERS' FORCES

- 33.1 The Owner reserves the right to award separate contracts or have separate work performed by the Owner's own forces in connection with the Project, of which the Work is part, even if such separate work is not described in the Contract. Such separate work may include, but not necessarily be limited to, the installation of equipment and storage of material.
- 33.2 Unless specified elsewhere in the Contract Documents, the Owner shall coordinate the separate work and insurance coverage of Other Contractors and Owners' forces as it affects the Work of this Contract. The Project Manager shall issue instructions, as may be necessary, to resolve any areas of overlap or conflict.
- 33.3 The Contractor shall cooperate and make reasonable efforts to coordinate their work with that of Other Contractors or Owners' forces for any such work identified in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which is not shown or included in the Contract Documents shall be evaluated as provided under GC 51 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK. Any costs incurred by the Contractor resulting from failure to coordinate work specified in the Contract Documents will not be reimbursed by the Owner.
- 33.4 The Contractor shall report to the Project Manager any apparent deficiencies in Other Contractor's work which would affect the Work of this Contract immediately upon discovery and, prior to proceeding with that part of the Work, shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractor's work except as to those of which the Contractor was not reasonably aware.

GC 34 OWNER'S RIGHT TO DO WORK

- 34.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of the Contract, the Owner may notify the Contractor in writing that the Contractor is in default of their contractual obligations and instruct them to correct or rectify the default within five (5) working days of receiving the notice.
- 34.2 If the correction or rectification of the default as enumerated by the provisions of GC 34.1 above, cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instructions if he or she:
- a) commences the correction or rectification of the default within the specified time;
 - b) provides the Owner with a schedule, acceptable to the Owner, for such correction; and

c) completes the correction in accordance with such schedule.

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

GC 35 CLEANUP AND FINAL CLEANING OF WORK

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

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

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

GC 36 PROTECTION OF WORK AND PROPERTY

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

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

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

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

36.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and the construction of the Work and maintain strict compliance with all applicable codes and product manufacturers' recommendations, particularly the Newfoundland and Labrador Occupational Health and Safety Act.

36.6 In the event of a shutdown or interruption, the Contractor shall be responsible for the care, protection and maintenance of the Work, subject to the provisions of GC 50 – DELAY.

GC 37 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE & OTHER HAZARDS

37.1 The Contractor shall do whatever is necessary to ensure that

- a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
- b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work;
- c) fire hazards in or about the Place of the Work are eliminated and any fire is promptly extinguished;
- d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;

- e) adequate medical services are available to all persons employed on the Place of the Work at all times during the performance of the Work;
- f) adequate sanitation measures are taken in respect of the Place of the Work; and
- g) all stakes, buoys and marks placed on the Work or its site by the Owner are protected and are not removed, defaced, altered nor destroyed.

37.2 The Owner may direct the Contractor to do such things and to perform such work as the Owner considers reasonable and necessary to ensure compliance with or to remedy a breach of 37.1, and the Contractor shall promptly comply with the direction of the Owner.

GC 38 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE OWNER

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

GC 39 CONTAMINATED SITE CONDITIONS

- 39.1 A contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including molds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 39.2 If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall:
- a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
 - b) immediately notify the Project Manager of the circumstances in writing; and
 - c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 39.3 Upon receipt of a notification from the Contractor, the Owner shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of the Owner's determination
- 39.4 If the Contractor's services are required by the Owner, the Contractor shall follow the direction of the Owner with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
- 39.5 The Owner, at the Owner's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
- 39.6 Except as may be otherwise provided for in the Contract, the provisions of GC 51- VALUATION AND CERTIFICATION OF CHANGES IN THE WORK shall apply to any additional work made necessary because of a contaminated site condition.

GC 40 DAMAGES AND MUTUAL RESPONSIBILITY

- 40.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by them, then they shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 40.2 Claims shall be made in writing to the party liable within reasonable time after the first observance of such damage and not later than the time limits stipulated in GC 44 - CERTIFICATES AND PAYMENTS, and may be adjusted by agreement or in the manner set out in GC 54 - SETTLEMENT OF DISPUTES AND CLAIMS.
- 40.3 If the Contractor has caused damage to any Other Contractor on the work, the Contractor agrees upon due notice, to settle with such Other Contractor by agreement, mediation or arbitration, if the Other Contractor will so settle. If such Other Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.
- 40.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.
- 40.5 The provisions of this GC 40 shall survive the Contract

GC 41 INDEMNIFICATION

- 41.1 Except as provided in GC 41.2, the Contractor shall be liable to the Owner for, and shall indemnify and hold harmless the Owner against, all claims, demands, losses, costs, damages, actions, suits or proceedings, whatsoever arising under any statute or common law:
- (a) in respect of personal injury to or the death of any person whomsoever arising out of, or in the course of, or caused by the carrying out of the Work; and
 - (b) in respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of, or in the course of, or by reason of the carrying out of the Work.
- 41.2 The Contractor shall not be liable to or indemnify the Owner under GC 41.1 if the injury, death, loss or damage is due to any negligence of the Owner or the Project Manager.

GC 42 TAXES AND DUTIES

- 42.1 The Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract. The Owner will pay the Contractor with each regular progress payment the applicable portion of the Harmonized Sales Tax (HST). Contractors are advised the provincial government is not exempt from the HST. The lump sum price quoted by the contractor on the tender form should include the HST. The Owner will pay the HST to the Contractor with each regular progress billing.
- 42.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties as outlined in GC 42.1, after the date of tender submission and prior to issuance of a Final Completion Certificate, shall increase or decrease the Contract Price accordingly. The Contractor shall cooperate with the Project Manager and Owner and permit access to books and records in order to establish the amount of such taxes involved.
- 42.3 The Contractor shall maintain full records of their estimates and actual costs of the work, together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.

GC 43 APPLICATION FOR PAYMENT

- 43.1 Applications for payment on account as provided for in Article A-4 of the AGREEMENT BETWEEN OWNER AND CONTRACTOR shall be made monthly, on a date to be agreed between the Owner and the Contractor, as the Work progresses.
- 43.2 For Work covered by unit prices, application for payment shall be for the value of work performed and products delivered to the site at the date agreed in GC 43.1.
- 43.3 For Work covered by lump sum prices, application for payment shall be for the value, proportionate to the amount of the lump sum work, of the Work performed and products delivered to the site at the date agreed in GC 43.1. If requested by the Project Manager, the Contractor shall submit, at time of delivery of Construction Schedule pursuant to GC 20.1 before the first application for payment, a schedule of values of the various parts of the lump sum work, aggregating the total amount of the lump sum work and divided so as to facilitate evaluation of applications for payment. This schedule shall be made out in such form, and supported by such evidence as to its correctness, as the Project Manager may reasonably direct, and when approved by the Project Manager shall be used as the basis for application for payment. When making application for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the site but not yet incorporated into the Work shall be supported by such evidence as the Project Manager may reasonably require to establish the value and delivery of the products. No payment shall be made in advance unless specifically agreed to.
- 43.4 Applications for release of holdback monies following the Substantial Completion of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 44 - CERTIFICATES AND PAYMENTS.

GC 44 CERTIFICATES AND PAYMENTS

- 44.1 Except as provided in GC 44.6 and GC 44.8, the Project Manager shall, within ten (10) days of receipt of an application for payment from the Contractor submitted in accordance with GC 43 - APPLICATION FOR PAYMENT with all required supporting documentation, issue a certificate for payment in the amount applied for or such other amount as shall be determined to be properly due. If the Project Manager amends the application, the Contractor shall be promptly notified in writing stating the reasons for the amendment.
- 44.2 The Owner shall within twenty-one (21) days of the issuance of a certificate for payment by the Project Manager, make payment to the Contractor on account, in accordance with the provisions of the Contract Documents.
- 44.3 If payment is not made within sixty (60) days of receipt of the Contractor's application for payment to the Project Manager, the Owner will be liable for interest on the amount owing at the approved rate per annum from the sixty-first (61st) day to the date of payment. The approved rate is the provincial prime lending rate of the Owner, plus one percent (1%), as is established on a quarterly basis.
- 44.4 Notwithstanding any other provisions of this Contract:
- a) If on account of climatic or other conditions reasonably beyond the control of the Contractor there are items of work that cannot be performed, the payment for that which has been performed as certified by the Project Manager shall not be withheld or delayed by the Owner on account thereof, but the Owner may withhold from the Contract Price until the remaining work is finished an amount equal to two times of the cost to the Owner of performing such remaining work and to adequately protect the Owner.
 - b) Where legislation permits and where, upon application by the Contractor, the Project Manager has certified that a subcontract has been totally performed prior to the Substantial Completion of this Contract, the Owner shall pay the Contractor the holdback retained for such Subcontractor on the day following the expiration of the Statutory Limitations Period stipulated in the Mechanics' Lien Act applicable to the place of building.

The holdbacks will be released on the following conditions:

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

- ii) the Subcontract is completed without deficiencies;
 - iii) the warranty for the Subcontract will not start until Substantial Completion of the General Contract;
 - iv) the Contractor provides an approved statutory declaration that all monies have been paid to the Subcontractors.
- 44.5 Notwithstanding the provisions of GC 44.4(b) and notwithstanding the wording of such certificate, the Contractor shall ensure that such work is protected pending the Final Completion of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.
- 44.6 The Project Manager shall, within fifteen (15) days of receipt of an application from the Contractor for a Substantial Completion Certificate, make an inspection and assessment of the work to verify the validity of the application. The Project Manager shall within five (5) days of the inspection notify the Contractor if the application will be approved and issue a certificate of payment, if warranted, in accordance with GC 15.1. When the Project Manager finds the Work to be substantially completed, a Substantial Completion certificate shall be issued indicating the date on which the Work was determined to have reached Substantial Completion. Immediately following the issuance of the certificate of Substantial Completion, the Project Manager, in consultation with the Contractor, shall establish a reasonable date for the Final Completion of the Contract, if not otherwise specified.
- 44.7 Following the issuance of the certificate of Substantial Completion and upon receipt from the Contractor of all documentation called for in the Contract Documents including evidence of compliance with worker's compensation per GC 7.1 WORKER'S COMPENSATION, the Project Manager shall issue a certificate for payment of holdback monies. Holdback monies authorized by this certificate shall become eligible for release on the day following the expiration of the Statutory Limitation Period stipulated in the Mechanics' Lien Act applicable to the place of building, providing that no lien or privilege claims against the Work exist and the Contractor has submitted to the Owner an approved statutory declaration that all accounts for labour, subcontracts, products, construction machinery and equipment and any other indebtedness which may have been incurred by the Contractor in the Substantial Completion of the Work and for which the Owner might in any way be held responsible, have been paid in full except holdback monies properly retained.
- 44.8 The Project Manager shall, within fifteen (15) days of receipt of an application from the Contractor for payment upon Final Completion of the Contract, make an inspection and assessment of the work to verify the validity of the application. The Project Manager shall within five (5) days of the inspection notify the Contractor if the application has been approved. When the Project Manager finds the Work to be totally performed, a Final Completion certificate will be issued and payment will be certified for the remaining monies due to the Contractor under the Contract less any holdback monies which are required to be retained. The Final Completion certificate shall indicate the date on which the Work was determined to have reached Final Completion. The Owner shall within 30 days of issuance of the Final Completion certificate make payment to the Contractor in accordance with the provisions of Article A-4 of the Agreement.
- 44.9 No certificate for payment, or any payment made thereunder, or any partial or entire use of occupancy of the Work by the Owner, shall constitute an acceptance of any work or products not in accordance with the Contract Documents.
- 44.10 The issuance of the certificate of Final Completion shall constitute a waiver of all claims by the Owner against the Contractor except those previously made in writing and still unsettled, if any, and those arising from the provisions of GC 13 - WARRANTY, breach of contract or those arising from negligence on the part of the Contractor or those made in writing within a period of two years from the date of Substantial Completion and arising from any liability of the Contractor for damages resulting from the Contractor's performance of the Contract with respect to Substantial Defects or Deficiencies in the Work for which the Contractor is responsible. Similarly, the issuance of the certificate of Final Completion and of the payment due thereunder shall constitute a waiver of all claims by the Contractor against the Owner except those made in writing prior to the application for payment upon Final Completion of the Contract and still unsettled, if any.
- 44.11 The holdback value to be used by the Project Manager when issuing a certificate of payment will be ten (10) percent of the value of the work completed at the date of the Contractor's claim.

- 44.12 Notwithstanding the provisions of GC 44.3 or any other provision of this Contract, the Owner may:
- a) in the event of a claim by the Owner against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established and no amount of interest will be paid on amounts held under this clause;
 - b) set-off amounts owing by the Contractor to the Owner,
 - c) set-off amounts to cover costs of remedying defective or uncompleted work,
 - d) following the issuance of the certificate of Substantial Completion, withhold payment of an amount equal to twice the cost, as estimated by the Project Manager, of remedying set-off items under GC 15.13(c) until the issuance of a certificate of Final Completion and no amount of interest will be paid on amounts held under this clause.
- 44.13 Costs related to the inspection and assessment of applications from the Contractor submitted for Substantial Completion or Final Completion in accordance with GC 44.6 or GC 44.8, that are disapproved by the Project Manager, may be deducted from amounts payable to the Contractor by issuance of a credit change order by the Owner in accordance with GC 51 – VALUATION AND CERTIFICATION OF CHANGES IN THE WORK if, in the opinion of the Project Manager, a second or subsequent inspection and assessment will be needed because the extent of the remaining Work or deficiencies from the disapproved application was such that the Contractor's application was judged by the Project Manager to have been unwarranted.

GC45 RIGHT OF SETOFF

- 45.1 Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, the Owner may set off any amount payable to the Owner by the Contractor under the Contract, or under any current contract or on any other project, against any amount payable to the Contractor under the Contract.
- 45.2 For the purposes of 45.1, "*current contract*" means a contract between the Owner and the Contractor under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or in respect of which the Owner has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

GC 46 ASSESSMENT OF LIQUIDATED DAMAGES FOR LATE COMPLETION

- 46.1 For purposes of this Section;
- (a) The Work shall be deemed to be completed on the date of the Certificate of Substantial Completion referred to in GC44.6 – CERTIFICATES AND PAYMENTS, and
 - (b) "Period of delay" means the number of days commencing on the day fixed by the Agreement Between Owner and Contractor for completion of the Work and ending on the day immediately preceding the day on which the work is completed but does not include any day in which, in the opinion of the Project Manager, completion of the work was delayed for reasons beyond the control of the Contractor.
- 46.2 If the Contractor does not complete the work by the day fixed for its completion in the AGREEMENT BETWEEN OWNER AND CONTRACTOR but completes it thereafter, the Contractor shall pay the Owner, if demanded, as liquidated damages and not as a penalty, an amount equal to the aggregate of
- (a) all salaries, wages and traveling expenses incurred by the Owner in respect of persons overseeing the performance of the work during the period of delay, and
 - (b) all other expenses and consequential damages of any kind incurred or sustained by the Owner during the period of delay as a result of the work not being completed by the date fixed for its completion as defined by GC 46.1.
- 46.3 Notwithstanding, this right is without prejudice to the rights of the Owner as set forth in GC 52 - OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT which are cumulative and remain in force.

GC 47 CHANGES IN THE WORK

- 47.1 The Owner may make changes by altering, adding, or deducting from the Work, with the contract price and the contract time being adjusted accordingly.
- a) When a change in the Work is proposed or required, the Project Manager will provide the Contractor with a written description of the proposed change in the Work.
 - b) The Contractor shall promptly present, in a form acceptable to the Project Manager, a method of adjustment or an amount of adjustment in the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed changes in the Work.
 - c) When the Owner and the Contractor agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order. The value of the work performed as a result of the Change Order shall be included in the application for progress payment.
- 47.2 Except as provided in GC 3 - EMERGENCIES, no change shall be made without a written order from the Project Manager and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered by the Project Manager.

GC 48 CHANGE DIRECTIVE

- 48.1 If the Owner requires the Contractor to proceed with a change in the Work prior to the Owner and the Contractor agreeing upon the corresponding adjustment in Contract Price and Contract Time (or in the event the Owner and the Contractor cannot agree), the Owner shall issue a Change Directive.
- 48.2 A Change Directive shall be used to direct a change in the Work which is within the general scope and intent of the Project in the Owner's sole discretion.
- 48.3 Upon receipt of a Change Directive, the Contractor shall proceed immediately with the change in the Work.
- 48.4 The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined on the basis of the cost of the Contractor's actual and reasonable expenditures and savings attributable to the Change Directive, valued in accordance with GC 51.1 (c)

GC 49 CONCEALED OR UNKNOWN CONDITIONS

- 49.1 If the Owner or the Contractor discovers conditions at the Place of the Work which are:
- (a) concealed physical conditions or subsurface conditions which existed before the commencement of the Work which differ materially from those indicated in the Contract Documents; or
 - (b) physical conditions or subsurface conditions of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents;
- Then the observing party shall notify the other party in writing before conditions are disturbed and not later than five (5) working days after the first observance of the conditions.
- 49.2 The Project Manager will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially, and this would cause an increase or decrease in the Contractor's costs or time to perform the Work, the Project Manager, with the Owner's approval, shall issue appropriate instructions for a change in the Work as provided for in GC 47.
- 49.3 If the Project Manager finds that the conditions at the Place of the Work are not materially different or that no change in the Contract Price or Contract Time is justified, the Project Manager shall report the reasons for this finding to the Owner and the Contractor in writing.

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

GC 50 DELAY

- 50.1 If it can be clearly shown that the Contractor is delayed in the performance of the work by any act contrary to the Contract Documents or fault of the Owner, Other Contractor or the Project Manager, then the contract time shall be extended for such reasonable time as the Project Manager may decide in consultation with the Contractor. The Contractor shall be reimbursed for any reasonable costs incurred as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor's forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.
- 50.2 If the Contractor is delayed in the performance of the Work by a STOP WORK ORDER issued by any court or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone employed directly or indirectly by the Contractor, then the Contract Time shall be extended for such reasonable time as the Project Manager may decide, in consultation with the Contractor, and the Contractor shall be reimbursed for any reasonable costs incurred as the result of such delay.
- 50.3 If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Project Manager in consultation with the Owner and the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the Owner or the Project Manager.
- 50.4 No extension shall be made for delay unless written notice of claim is given to the Project Manager within ten (10) working days of its commencement, providing that in the case of a continuing cause of delay only one notice shall be necessary.
- 50.5 The foregoing does not relieve the Contractor from any duty to mitigate its loss.

GC 51 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 51.1 The value of any change shall be determined by one or more of the following methods:
- a) by estimate and acceptance in a lump sum;
 - b) by unit prices agreed upon or as listed in the Contract; or
 - c) by cost and a fixed or percentage fee

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

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

In the case of changes in the work valued as outlined in GC 51.1(c), the Contractor shall submit detailed original invoices, vouchers and time sheets for all materials and labour required to complete the extra work.

If the change in the work necessitates a change in the Contract Time, or has an impact on the work, the Contractor shall identify the change in the Contract Time and include the resulting cost, if any, in its breakdown.

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

- a) the cost of necessary materials, supplies and equipment incorporated or consumed in the work.
- b) subject to the provisions of GC 51.6, the cost of labour to perform the work including, where applicable, travel and living expenses.
- c) subject to the provisions of GC 51.4, rental costs for machinery and equipment or an amount equivalent to the rent if the machinery or equipment is owned by the contractor, including all applicable discounts.
- d) costs for the preparation, inspection, delivery, installation and removal of material and equipment necessary for the execution of the work.
- e) payments to Subcontractors and Suppliers.
- f) subject to the approval of the Project Manager, such other costs that may be deemed necessary for the execution of the work.

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

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

- a) all head office costs including salaries (specifically including the costs of superintendence pursuant to GC 17), financing, overhead, profit and risk of undertaking the work;
- b) all normal administration, communications, supervision and coordination costs generally associated with routine change orders;
- c) all costs associated with the normal preparation of the change order quotation, such as investigation time, miscellaneous discussions, and coordination and negotiations; and
- d) costs related to
 - i) the purchase or rental of material, plant and equipment.
 - ii) small tool and supplies.
 - iii) incidental or routine safety and protective measures, except not including labor and materials associated with special safety processes and procedures.
 - iv) permits, bonds, insurance, engineering, as-built drawings, project record documents, commissioning and site office facilities. The Contractor will be compensated, without markup, at the end of the Contract, upon presentation of specific invoices or supporting documentation, clearly demonstrating the additional costs incurred for permits, bonds, and insurance associated with the net value of all change order work.
 - v) fines and any insurance deductibles payable upon fault of the Contractor in performance of the Work; and
 - vi) all other costs not included in the foregoing.

51.4 For changes in the work valued as outlined in GC 51.1 (a) or (c), costs for Contractor owned equipment will be calculated in accordance with the latest version of the equipment rental rate schedule published by the Highway

Design Division of the Department of Transportation and Works or, for rates not contained in the booklet, at local industry rates. Rates from the equipment rental rate schedule include applicable markups and will not be subject to the markups provided in GC 51.3. Costs for equipment rented by the Contractor shall be based upon de-tailed invoices for work done under GC 51.1(c), or the equipment rental rate schedule for work done under GC

51.1(a) and the rates shall be entitled to markup provided under GC 51.3 except the markup amount shall be ten (10%) percent. Small tools and equipment normally supplied by either the Contractor or Subcontractor or their employees will not be considered as owned or rented equipment for the purposes of this article and the Contractor shall be deemed to be fully compensated for such costs as provided in GC 51.3.

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

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

- a. actual employee pay rate, supported by payroll information submitted by the Contractor
- b. rates which may be published periodically in the Fair Wage Schedule by Human Resources and Social Development Canada or other recognized survey deemed acceptable to the Owner
- c. for unionized employees only, the rates stipulated in applicable collective agreements, including associated benefits

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

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

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

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

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

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

51.9 If the method of valuation, measurement and the change in Contract Price and/or change in Contract Time can't be promptly agreed upon, and the change is required to be proceeded with, then the Project Manager shall direct the change in the manner herein appearing and determine the method of valuation, measurement and the change in Contract Price and/or Contract Time subject to final determination in the manner set out in GC 54 – SETTLEMENT OF DISPUTES AND CLAIMS. On receipt of this directive, the Contractor shall proceed promptly with the change in the Work and, should the Contractor disagree with the method of valuation, measurement, change in Contract price and/or change in Contract Time, he or she shall provide written notice as

set out in GC 16 - PROJECT MANAGER'S DECISIONS. The Project Manager shall issue a written authorization for the change as noted above setting out the method of valuation and if by lump sum the Project Manager's valuation of the change in Contract Price and/or Contract Time.

- 51.10 In the case of a dispute in the valuation of a change authorized in the Work pending final determination of such value, the Project Manager shall certify the value of work performed and include the undisputed amount with the regular certificates for payment.
- 51.11 It is intended in all matters referred to above that both the Project Manager and Contractor shall act promptly.

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

- 52.1 If the Contractor should be adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors or if a receiver is appointed on account of insolvency, the Owner may, without prejudice to any other right or remedy he or she may have, by giving the Contractor written notice, terminate the Contract.
- 52.2 The Owner may notify the Contractor in writing that he or she is in default of their contractual obligations, if the Contractor:
- a) fails to proceed regularly and diligently with the work or in accordance with the schedule agreed to under GC 20 - CONSTRUCTION SCHEDULE
 - b) without reasonable cause wholly suspends the carrying out of the work before the completion thereof;
 - c) refuses or fails to supply sufficient properly skilled persons or proper workmanship, products or construction machinery and equipment for the scheduled performance of the work within five (5) working days of receiving written notice from the Project Manager, except in those cases provided in GC 50 - DELAY;
 - d) fails to make payments due to Subcontractors, suppliers or workers;
 - e) persistently disregards laws or ordinances, or the Project Manager's instructions; or
 - f) otherwise violates the provisions of the Contract.

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

- 52.3 If the correction or rectification of the default, as enumerated by the provisions of GC 52.2 above, cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owners' instructions if the Contractor:
- a) commences the correction or rectification of the default within the specified time;
 - b) provides the Owner with a schedule, acceptable to the Owner, for such correction; and
 - c) completes the correction in accordance with such schedule.
- 52.4 If the Contractor fails to correct or rectify the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy, stop the work or terminate the Contract.
- 52.5 Subject to the Contract being terminated under the conditions set out above, the Owner shall be entitled to:
- a) take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods, materials, intended for, delivered to and placed on or adjacent to the work and may complete the work by whatever method deemed expedient but without undue delay or expense;
 - b) withhold any further outstanding payments to the Contractor until the work is finished;

- c) upon Final Completion of the work, charge the Contractor by way of setoff the amount by which the full cost of finishing the work including compensation to the Project Manager for their additional services and a reasonable allowance to cover the cost of any corrections required by GC 13 - 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; and
 - d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under GC 13 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
- 52.6 The Contractor's obligation under the Contract as to quality, correction and warranty of the work performed by the Contractor up to the time of termination shall continue in force after such termination.
- 52.7 When, in the Owner's opinion, it is in the public interest to do so, the Owner may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with Article A5 of the Agreement.
- 52.8 When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that the Owner determines are necessary for the care and preservation of the Work. Subject to any directions in the notice of suspension, the Contractor shall discontinue ordering materials if facilities and supplies and make every effort to delay delivery of existing orders.
- 52.9 During a period of suspension, the Contractor shall not remove any part of the Work from its site without the consent of the Owner.
- 52.10 If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC 51 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 52.11 If a period of suspension is more than 60 days, the Owner and the Contractor may agree that the performance of the Work will be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by the Owner and the Contractor. If the Owner and the Contractor do not agree that performance of the Work will be continued by the Contractor, or upon the terms and conditions under which the Contractor will continue the Work, the notice of suspension may, at the option of either the Owner or the Contractor be deemed to be a notice of termination.

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

- 53.1 If the Owner should be adjudged bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of insolvency, the Contractor may, without prejudice to any other right or remedy, by giving the Owner written notice, terminate the Contract.
- 53.2 If the work should be stopped or otherwise delayed for a period of thirty days or more under an order of any court, or other public authority, and providing that such order was not issued as the result of any act or fault of the Contractor or of any one they may have directly or indirectly employed, the Contractor may, without prejudice to any other right or remedy, by giving the Owner fifteen (15) working days written notice, terminate the Contract.
- 53.3 The Contractor may notify the Owner in writing that the Owner is in default of their contractual obligations if:
- a) the Project Manager fails to issue within a reasonable period, a certificate in accordance with GC 44 - CERTIFICATES AND PAYMENTS;
 - c) the Owner fails to pay to the Contractor, when due, any amount certified by the Project Manager and verified by the audit of the Owner.

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

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

GC 54 SETTLEMENT OF DISPUTES AND CLAIMS

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

- a) If the dispute or claim cannot be first resolved to the satisfaction of both parties through discussions and/or negotiations, either party may refer the matter to mediation. The parties agree to jointly select a mediator. If they are unable to do so, a mediator will be chosen, upon application by the parties, by the Alternative Dispute Resolution Institute of Canada.
- b) If within 30 days of the appointment of the mediator, the parties do not resolve some or all of the issues in dispute, the parties shall submit those issues in dispute to binding arbitration pursuant to the provincial arbitration act or the equivalent thereof.
- c) All information exchanged during the dispute resolution process shall be regarded as “without prejudice” communications for the purposes of settlement negotiations and shall be treated as confidential by the parties and their representatives unless otherwise required by law. However, evidence that is independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during negotiation or mediation.
- d) The parties agree that the representatives selected to participate in the dispute resolution process will have the authority required to resolve the dispute, or will have a rapid means of obtaining the requisite authorization.
- f) The parties agree that they will each be responsible for the costs of their own legal counsel and personal travel. Fees and expenses of the mediator or arbitrator and all administrative costs, such as the cost of a meeting room, if any, shall be borne equally by the parties..

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

- a) where either party can show that the matter in dispute requires immediate consideration while evidence is available; or
- a) in the case of legal proceedings, where the action may become proscribed by reason of delay.

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

GC 55 LIABILITY INSURANCE

55.1 Commercial General Liability Insurance

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

- (b) This insurance shall include as an additional insured the Owner and the Occupant/Operator of the property. The Contractor shall not commence any work until he obtains, at his expense, all required insurances as specified in the General Conditions and the Supplementary General Conditions. Such insurance must have the approval of the Engineer/Architect and be to the limits, form and amounts specified. The Contractor will not permit any Subcontractor to commence work on this Project until the same insurance requirements have been compiled with by the Subcontractor.
- (c) The insurance shall also include as Unnamed Insureds the architectural and engineering consultants of the Owner with respect to work performed by the Contractor, but excluding professional liabilities associated with such architectural and engineering consultants.
- (d) The Commercial General Liability Insurance will not be limited to, but shall include coverage for:
 - 1) premises and operations liability
 - 2) products or complete operations liability
 - 3) blanket contractual liability
 - 4) broad form property damage
 - 5) cross liability
 - 6) elevator and hoist liability
 - 7) contingent employer's liability
 - 8) personal injury liability
 - 9) liability with respect to non-owned licensed vehicles
 - 10) shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground service, tunneling and grading, as applicable only.

55.2 Automobile Liability Insurance

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

55.3 Aircraft and Watercraft Liability Insurance

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

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

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

GC 56 PROPERTY INSURANCE

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

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

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

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

- 56.4 Policies provided shall contain an endorsement requiring notification of the Owner and the Named Insured, in writing, thirty (30) days prior to cancellation of any policy or material change of coverage except in the event of non-payment where policy conditions dealing with termination will apply.
- 56.5 All such insurance shall be maintained continuously until the date the Project Manager issues a Certificate of Substantial Completion. All such insurance shall provide for the Owner to take occupancy of the work or any part thereof during the term of the insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.
- 56.6 The policies shall provide that in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. The Contractor shall act on behalf of the Owner for the purpose of adjusting the amount of such loss with the Insurers. On the determination of the extent of the loss, the Contractor shall immediately proceed to restore the Work and shall be entitled to receive from the Owner (in addition to any sum due under the Contract) the amount at which the Owner's interest in the restoration work has been appraised, such amount to be paid as the work of restoration proceeds and in accordance with the Project Manager's certificates for payment. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Final Completion of the work as the Project Manager may decide.
- 56.7 Further to the requirements of GC 55 and 56, the Contract Documents contain a Certificate of Insurance indicating type and limit of insurance required for the Work. The Contractor will be required to have the Certificate of Insurance completed by their insurance company and delivered to the Owner prior to commencement of work but not later than ten (10) working days after the date of the Letter of Award.
- 56.8 The Contractor shall be responsible for any deductible amounts under the policies and the payment of monies up to the deductible amount made in a satisfaction of a claim shall be borne by the Contractor.
- 56.9 The Contractor shall be responsible for providing such additional insurance as may be required to protect the insured against loss on items excluded from the policies referred to in the Contract. The provisions of the insurance coverage requirements contained in the Contract are not intended to cover all of the Contractor's obligations under GC 41 INDEMNIFICATION. Any additional risk management measures or additional insurance coverages the Contractor may deem necessary to fulfill the Contractor's obligations under GC 41 shall be at the Contractor's discretion and expense.

GC 57 BONDS

- 57.1 The Owner shall have the right, during the period stated in the tender documents for acceptance of the tender, to require the Contractor to provide and maintain in good standing until the fulfillment of the Contract, bonds covering the faithful performance of the Contract including the requirements of the Warranty provided for in GC 13 - WARRANTY, and the payment of all obligations arising under the Contract.
- 57.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business of suretyship in the Province of Newfoundland and Labrador.

- 57.3 Unless stated elsewhere in the Contract Documents, the Contractor is required to provide, as a minimum, a 50% Labour and Materials Bond and a 50% Performance Bond. The costs attributable to providing such bonds shall be and are deemed to be included in the tender price.
- 57.4 Should the Owner require the provision of additional bond or bonds by the Contractor other than those provided for under GC 57.3 or requested in the tender period, the Contract Price shall be increased by all costs attributable to providing such bonds.
- 57.5 The Contractor shall promptly provide the Owner with any bonds that are required in accordance with the Contract.
- 57.6 The Contractor shall notify the bonding company of all changes to the Work and Contract Documents with a copy to the Project Manager.

GC58 CLAIMS AGAINST, AND OBLIGATIONS OF, THE CONTRACTOR

- 58.1 The Owner may, in order to discharge lawful obligations of and satisfy lawful claims against the Contractor by a Sub- Contractor, with whom the Contractor has a direct contract, for Works rendered to, or on behalf of, the Contractor, pay an amount from money that is due and payable to the Contractor directly to the claimant Sub-Contractor.
- 58.2 For the purposes of GC58.1 a claim shall be considered lawful when it is so determined
- a) by a court of legal jurisdiction, or
 - b) by an arbitrator duly appointed to arbitrate the said claim, or
 - c) by a written notice delivered to the Owner and signed by the Contractor authorizing payment of the said claim or claims.
- 58.3 A payment made pursuant to subsection 1 is, to the extent of the payment, a discharge of the Owner 's liability to the Contractor under the Agreement and will be deducted from any amount payable to the Contractor under the Agreement.
- 58.4 GC58.1 shall only apply to claims and obligations
- a) the notification of which has set forth the amount claimed to be owing and a full description of the Services or a part of the Services for which the claimant has not been paid. The notification must be received by the Owner in writing before the final payment is made to the Contractor and within one hundred twenty (120) days of the date on which the claimant
 - i. should have been paid in full under the claimant's Agreement with the Contractor where the claim is for an amount that was lawfully required to be held back from the claimant; or
 - ii. performed the last of the Work pursuant to the claimant's Agreement with the Contractor where the claim is not for an amount referred to in (i) above, and
 - b) the proceedings to determine the right to payment of which shall have commenced within one year from the date that the notification referred to in GC58.4.(a) was received by the Owner.
- 58.5 The Owner may, upon receipt of a notification of claim referred to in GC58.4.(a), withhold from any amount that is due and payable to the Contractor pursuant to the Agreement the full amount of the claim or any portion thereof.
- 58.6 The Owner shall notify the Contractor in writing of receipt of any notification of claim and of the intention of the Client to withhold funds pursuant to GC58.5. The Contractor may, at any time thereafter and until payment is made to the claimant, post with the Owner, security in a form acceptable to the Owner in an amount equal to the value of the said claim. Upon receipt of such security the Owner shall release to the Contractor any funds which would be otherwise payable to the Contractor, that were withheld pursuant to the provision of GC58.5.

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

CERTIFICATE OF INSURANCE

DESCRIPTION & LOCATION OF WORK: Installation of High Pressure Boiler #1 Western Memorial Regional Hospital, Corner Brook, NL

| | | |
|--------------------|--------------------|-------------------|
| PROJECT NO: | AWARD DATE: | VALUE \$: |
|--------------------|--------------------|-------------------|

INSURER:

ADDRESS:

BROKER:

ADDRESS:

INSURED NAME OF CONTRACTOR:

ADDRESS:

ADDITIONAL INSURED (Excluding Automobile Liability Policy)
 ✓ The OWNER: "Her Majesty the Queen in Right of the Province of NL as represented by the Minister of Transportation & Works. Dept. of Transportation & Works, P.O. Box 8700, St. John's, NL., A1B 4J6, Attn: Tendering & Contracts
 ✓ The Occupant/Operator of the Property:
 · Project Consultants of the OWNER (excluding professional liabilities)

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

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

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

| | | |
|---|-------------------|---------------|
| NAME OF INSURER'S OFFICER or AUTHORIZED REPRESENTATIVE : | SIGNATURE: | Date: |
| | | Tele.: |
| | | Email: |

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

| | |
|---------------|--|
| CATEGORY: | ORGANIZATIONAL – HUMAN RESOURCES |
| SUB-CATEGORY: | EMPLOYMENT |
| GROUP: | |
| DISTRIBUTION: | ALL EMPLOYEES, PHYSICIANS, AGENTS, CONTRACTORS, VOLUNTEERS, AND HEALTH CARE PROFESSIONALS / PROVIDERS WHO HAVE THE RIGHT TO TREAT PERSONS AT A HEALTH CARE FACILITY OPERATED BY THE CUSTODIAN |
| TITLE: | PRIVACY AND CONFIDENTIALITY |

PURPOSE

To outline the responsibilities of employees, physicians, agents (e.g. students), contractors, volunteers, and health care professionals who have the right to treat persons at a health care facility operated by the custodian with respect to protecting confidentiality and privacy.

POLICY

Western Health has a legal and ethical responsibility to protect the privacy and confidentiality of all clients/patients/residents and their families.

All employees, physicians, agents, contractors, volunteers, and health care professionals who have the right to treat persons at a health care facility operated by the custodian are bound by Western Health’s responsibility to protect confidentiality and privacy. As well, regulated health professionals are bound by confidentiality standards as outlined by their respective professional associations. All discussions, information, and records regarding clients/patients/residents and their families will therefore be kept confidential.

Western Health considers the following information to be confidential:

- Personal information / personal health information of clients/patients/residents and their families;
- Personal information, personal health information, employment information, and compensation information of employees, physicians, agents, contractors, volunteers, and health care professionals who have the right to treat persons at a health care facility operated by the custodian;

Only the electronic version of this policy is to be considered current. Paper copies may be outdated. This policy is uncontrolled when printed.

- Information with respect to the confidential business information of Western Health that is not publicly disclosed by the organization.

While every effort is made to maintain privacy and confidentiality, the organization recognizes that, in practice, reasonable limits may be placed on the principle of confidentiality. These may include but are not limited to:

- Environmental/physical environment;
- Legislative requirements;
- Authorized research;
- Duty to warn;
- Professional practice standards/regulations;
- Organizational policies;
- Provision of health and/or related services within the Circle of Care.

Understanding the environmental limitations inherent in the health care setting, information that is considered confidential and private is not to be discussed in any public location where others, not entitled to receive that information, are present and likely to overhear it.

Any misuse, inappropriate release, inappropriate access, or failure to safeguard information may be subject to disciplinary action up to and including termination of employment / contract for service as per applicable Human Resources policy and procedure.

All breaches of confidentiality must be treated as an occurrence in accordance with the [Occurrence Reporting policy \(6 – 02 - 15\)](#) and an *Occurrence Report* must be completed. As well, the [Privacy Breach](#) policy (9-03-10) must be consulted and followed when breaches of confidentiality occur.

All individuals covered under this policy are required to:

1. Familiarize themselves with the organization's policies and procedures with respect to the collection, use, disclosure, storage, and destruction of confidential information.
2. Collect, access, and use confidential information only as authorized and required to provide care and perform the duties to which they have been assigned.
3. Consult one's manager/director/senior leader and/or Regional Manager, Information Access and Privacy or designate regarding confidentiality issues or inquiries.
4. Share, copy, transmit, disclose, or otherwise release confidential information only as authorized and required to provide care or perform assigned duties. (Please also refer to *Disclosure of Information* policies found in section 9 – *Information Management* of Western Health's policy and procedure manual).

Only the electronic version of this policy is to be considered current. Paper copies may be outdated. This policy is uncontrolled when printed.

5. Take preventative measures to maintain the security of confidential information (Please also refer to the [Security of Confidential Information policy](#) (10-01-60)
6. Identify confidential information as such when sending emails or faxing or mailing information and provide direction to the recipient if a transmission is received in error. (Please refer to [E-mail Acceptable Use](#) policy (10-01-50) and [Faxing Information](#) policy (9-01-10).
7. Discuss confidential information only with those who require this information to provide care or perform their duties and discuss this information in an appropriate environment such that others who do not require access to this information do not hear it.
8. Report to one's manager/director/senior leader and/or Regional Manager, Information Access and Privacy or designate any suspected breach of confidentiality or any practices where one believes that confidential information within the organization is at risk.
9. Continue to respect and maintain the terms of the *Oath / Affirmation of Confidentiality* both during and after the course of services provided to Western Health as the *Oath / Affirmation of Confidentiality* survives the termination of employment / engagement with Western Health.

All Employees, Managers, Directors / Senior Leaders must:

1. At the commencement of employment, contract or service provision with Western Health, ensure that the individual:

- a) Reviews this policy and completes an [Oath / Affirmation of Confidentiality](#) (Form # 12-800) to be retained on the individual's personal file;
- b) Completes a Privacy/Confidentiality education session offered by the organization including, but not limited to, the provincial *Personal Health Information Act* (PHIA) online education program and present a certificate of completion to one's manager/director/senior leader as requested;
- c) Reviews applicable program/department specific policies and procedures that relate to privacy and confidentiality.

2. As required on an ongoing basis:

- a) Address any confidentiality concerns and potential privacy breaches with the individual. Please refer to the [Privacy Breach policy](#) (9-03-10);
- b) Ensure that the individual reviews this policy and completes an *Oath / Affirmation of Confidentiality* to be retained on the individual's personal file and present a certificate of completion to one's manager/director/senior leader as requested;

- c) Identify and refer any individual for further information/education on privacy and confidentiality, as deemed appropriate, including, but not limited to, the provincial *Personal Health Information Act* (PHIA) online education program.
- d) For monitoring and tracking purposes, submit to Employee Development the names of employees who have received additional information/education on privacy and confidentiality.

3. At the time of the Employee Performance Appraisal:

- a) Review this policy with the individual. Note that for external practitioners, the review of the policy will coincide with the annual renewal of the individual's contract to provide services at Western Health.

4. Every five years, ensure that the individual:

- a) Reviews this policy and completes an *Oath / Affirmation of Confidentiality* to be retained on the individual's personal file;
- b) Completes a Privacy/Confidentiality education session offered by the organization including, but not limited to, the provincial *Personal Health Information Act* (PHIA) online education program, and presents a certificate of completion to one's manager/director/senior leader as requested.

At the commencement of service provision with Western Health all Trustees, Volunteers (includes Pastoral Care volunteers) and Students must:

1. Review this policy and complete an [*Oath/Affirmation of Confidentiality \(Contractors/Vendors\) \(Form #12-805\)*](#) to be retained on the specific department / program file;
2. Review Western Health information/learning resources regarding the duties imposed by the *Personal Health Information Act* and its regulations;
3. Review applicable program/department specific information policies and procedures that relate to privacy and confidentiality.

At the commencement of contract or service provision with Western Health all Contractors and Vendors must:

1. Review this policy and complete an *Oath/Affirmation of Confidentiality (Contractors/Vendors)* to be retained by Western Health as part of the service contract.

2. Review Western Health information/learning resources regarding the duties imposed by the *Personal Health Information Act* and its regulations, as well as the information policies and procedures of Western Health relating to same.
3. Enter into a written and binding service agreement contract with Western Health which ensures the protection of personal health information against unauthorized access, use, disclosure, disposition, loss or modification in accordance with Western Health policies and procedures.

DEFINITIONS

Please refer to s.2 of the *Personal Health Information Act* for further information with respect to interpretation.

Agent: In relation to a custodian, means a person that, with the authorization of the custodian, acts for or on behalf of the custodian in respect of personal health information for the purposes of the custodian, and not the agent's purposes, whether or not the agent has the authority to bind the custodian, is paid by the custodian or is being remunerated by the custodian. This includes physicians, volunteers, pastoral care workers, as well as staff and contractors and other persons working with Western Health or affiliated with Western Health.

Confidential business information: Information with respect to Western Health's business that is not publicly disclosed by the organization. Employees / affiliates may come in contact with such information that is not generally known to the public as they perform their duties. Examples include:

- Legal matters involving the organization that are not public knowledge,
- Financial information that is not available in Western Health's annual report,
- Contractual agreements with vendors, consultants, contractors, and third parties (The confidentiality of this information may be written into the contract, eg. non-disclosure of the cost of the service),
- Information about intellectual property such as development of new technology and treatments or unpublished reports,
- Information pertaining to Western Health's information technology access and security systems such as:
 - Information that could lead to inappropriate access to internal and external computer resources,
 - Information that is regarded as confidential between the vendor and Western Health related to negotiated product discounts,
 - Products that are part of Western Health's security infrastructure or the names of vendors of hardware / software solutions that may be vulnerable to external access attacks.

Health Care Professional: A person, including a corporation, that is licensed or registered to provide health care by a body authorized to regulate a health care professional under one of the

following enumerated Acts but does not include an employee of a health care professional when acting in the course of his or her employment:

- (i) *Chiropractors Act*,
- (ii) *Dental Act*,
- (iii) *Denturists Act, 2005*,
- (iv) *Dieticians Act*,
- (v) *Dispensing Opticians Act, 2005*,
- (vi) *Hearing Aid Practitioners Act*,
- (vii) *Licensed Practical Nurses Act, 2005*,
- (viii) *Massage Therapy Act, 2005*,
- (ix) *Medical Act, 2005*,
- (x) *Occupational Therapists Act, 2005*,
- (xi) *Optometry Act, 2004*,
- (xii) *Pharmacy Act*,
- (xiii) *Physiotherapy Act, 2006*,
- (xiv) *Psychologists Act, 2005*,
- (xv) *Registered Nurses Act*, and
- (xvi) *Social Workers Association Act*.

Health Care Facility: A facility that provides in-patient health care, including a hospital, a psychiatric unit under the *Mental Health Care and Treatment Act*, a personal care home, a community care home, a long-term care home or other facility designated in the regulations;

Personal information: As defined in the *Access to Information and Protection of Privacy Act (ATIPP)*, recorded information of an identifiable individual, but does not include the name, title, business address / telephone number of an employee.

- (i) the individual's name, address or telephone number,
- (ii) the individual's race, national or ethnic origin, colour, or religious or political beliefs or associations,

Only the electronic version of this policy is to be considered current. Paper copies may be outdated. This policy is uncontrolled when printed.

- (iii) the individual's age, sex, sexual orientation, marital status or family status,
- (iv) an identifying number, symbol or other particular assigned to the individual,
- (v) the individual's fingerprints, blood type or inheritable characteristics,
- (vi) information about the individual's health care status or history, including a physical or mental disability,
- (vii) information about the individual's educational, financial, criminal or employment status or history,
- (viii) the opinions of a person about the individual, and
- (ix) the individual's personal views or opinions;

Personal health information: As defined in the *Personal Health Information Act (PHIA)*, means identifying information in oral or recorded form about an individual that relates to

- (a) the physical or mental health of the individual, including information respecting the individual's health care status and history and the health history of the individual's family;
- (b) the provision of health care to the individual, including information respecting the person providing the health care;
- (c) the donation by an individual of a body part or bodily substance, including information derived from the testing or examination of a body part or bodily substance;
- (d) registration information;
- (e) payments or eligibility for a health care program or service in respect of the individual, including eligibility for coverage under an insurance or payment arrangement with respect to health care;
- (f) an individual's entitlement to benefits under or participation in a health care program or service;
- (g) information about the individual that is collected in the course of, and is incidental to, the provision of a health care program or service or payment for a health care program or service;
- (h) a drug as defined in the *Pharmacy Act*, a health care aid, device, product, equipment or other item provided to an individual under a prescription or other authorization issued by a health care professional; or
- (i) the identity of a person referred to in section 7.

Only the electronic version of this policy is to be considered current. Paper copies may be outdated. This policy is uncontrolled when printed.

Privacy: The right of individuals to control the collection, use and disclosure of information about themselves.

LEGISLATIVE CONTEXT

Access to Information and Protection of Privacy Act, 2004.

<http://www.assembly.nl.ca/legislation/sr/statutes/a01-1.htm>

Personal Health Information Act, 2008

<http://www.assembly.nl.ca/legislation/sr/statutes/p07-01.htm>

REFERENCES

Komar, Wendy, Privacy Manager. London Health Sciences Centre (LHSC) and St. Joseph’s Health Care, London. Retrieved from Canadian Policy and Procedures Network (cppn), 2006 at: <http://ca.groups.yahoo.com/mygroups>. (Used with permission).

KEY WORDS

Confidentiality, oath of confidentiality, affirmation of confidentiality, personal information, personal health information, privacy, confidential

FORMS

[Oath / Affirmation of Confidentiality \(Form # 12 - 800\)](#)

[Oath/Affirmation of Confidentiality \(Contractors/Vendors\) \(Form # 12-805\)](#)

TO BE COMPLETED BY INFORMATION & QUALITY STAFF ONLY

| | |
|---|--|
| Approved By: Chief Executive Officer | Maintained By: Regional Manager, Information Access & Privacy |
| Effective Date: 18/April/2007 | <input checked="" type="checkbox"/> Reviewed: March 2010 <input checked="" type="checkbox"/> Revised: 17/September/2015 |
| Review Date: 17/September/2018 | <input checked="" type="checkbox"/> Replaces: 5-c-160 HCSW AD-C-425 WHCC |

Only the electronic version of this policy is to be considered current. Paper copies may be outdated. This policy is uncontrolled when printed.



OATH / AFFIRMATION OF CONFIDENTIALITY
Form # 12 – 800

I, _____, of _____, solemnly
(Print name) (City / Town, Province of Residence)

Swear / Affirm [**check one**] the following:

All clients/patient/residents under the care of Western Health have a right to have their personal information/personal health information treated as confidential.

This statement confirms that I have read and understood the *Privacy and Confidentiality* policy (2-03-10) for Western Health.

I commit to hold in confidence all personal information / personal health information even after my employment / affiliation with the organization ends.

I understand that I may consult appropriate management personnel regarding this and related policies. I understand that misuse, failure to safeguard, or the disclosure of confidential information without the appropriate approval may be cause for disciplinary action up to and including:

- termination of my employment / contract for service
- reporting to an individual's professional Association / College
- civil action / criminal prosecution.

I have reviewed a copy of Western Health's *Privacy and Confidentiality* policy (2-03-10).

Notary Public/Commissioner for Oaths
(who shall affix his/her seal below)

Employee Printed Full Name: _____

Employee Number: _____

Signature: _____

Date: _____



Oath/Affirmation of Confidentiality (Contractors/Vendors)

This Privacy/Confidentiality Oath or Affirmation (the “**Oath or Affirmation**”) encompasses confidential, private, personal and personal health information (herein referred to as “**Information**”) concerning clients, staff and the business of Western Health. As a contractor/vendor to Western Health, _____ (name of contractor/vendor), its agents, employees, or representatives (collectively, the “**Company**”) may be granted access to such information. This access will be gained through appropriate authorization and shall be used only for the purpose for which the access was granted. The Company recognizes that in the provision of goods or services or generally acting during the course of its contract with Western Health (the “**Contract**”), the Company may also inadvertently gain access to information. All information must be protected to ensure maintenance of full confidentiality and privacy.

Please note: An “oath” is a promise or statement of fact made upon someone or something that is sacred (i.e. God) as bearing witness; an “affirmation” may be used by those individuals who prefer to avoid the religious implications of an oath. Both an affirmation and an oath have the same legal effect).

As a contractor/vendor, I _____ (name), an officer or director of the Company, hereby swear (or affirm) on behalf of the Company that:

- a) to read in its entirety and understand Western Health’s policies on privacy and confidentiality, attached hereto as “Schedule A” on Privacy and Confidentiality, including responsibilities regarding the protection of information obtained during and after the Contract with Western Health.
- (b) to not at any time divulge to any person(s) within or outside, any information except as may be required in the course of the duties and responsibilities associated with the Contract, and then, any disclosure of information will only be the minimal amount required in the particular situation. Further, to acknowledge and agree that any information obtained during the life of the Contract shall not be divulged upon and following completion of the Contract.
- (c) to communicate Western Health’s Privacy/Confidentiality requirements to the Company’s employees, contractors, subcontractors or any other party that the Company may engage to assist in any part of the completion of the Contract and to bind them to comply with the terms of Western Health’s Privacy/Confidentiality Policy.

- (d) to immediately notify Western Health if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an officer, director, employee, agent, representative, contractor or subcontractor or any other party that the Company may engage to assist in any part of the completion of the Contract.
- (e) at the expiration of the Contract, to provide documentation of the secure and safe destruction of any information acquired through the Contract, if destruction is required by Western Health.
- (f) to comply with all obligations and requirements imposed under any applicable privacy laws, which may include the *Personal Health Information Act* SNL 2008 c.P-7.0, (PHIA) @ <http://assembly.nl.ca/Legislation/sr/statutes/p07-01.htm> and the *Access to Information and Protection of Privacy Act (ATIPPA)* @ <http://assembly.nl.ca/Legislation/sr/statutes/a01-1.htm> as such apply to the collection, use, disclosure, storage, retention and transfer of information. In particular, the Company is aware of its obligation to:
 - i. protect the confidentiality of information that is in my custody and control or under my control about individuals and the privacy of the individuals who are the subject of that information;
 - ii. provide for the secure storage, retention and disposal of personal health information to minimize the risk of unauthorized access to or disclosure of the personal health information of individuals.
- (g) if I have questions or concerns regarding access, disclosure or use of Information, I am responsible for addressing these questions or concerns with the appropriate personnel at Western Health.

SWORN TO [or AFFIRMED] at _____ (town/city) in the Province/State of _____ this ____ day of _____, 20____.

Before me:

Notary Public or Commissioner for Oaths
(who shall affix his/her seal)

Person Swearing/Affirming
Print Name: _____
Title: _____



Western Health

Contractor Safety Handbook

Project Name: _____

Project Number: _____

INTRODUCTION:

All contractors while on Western Health property must abide by the regulations of the Newfoundland and Labrador Occupational Health and Safety Act. Any contractors or their employees, including sub-contractors, breaching the Act or Western Health safety regulations will be required to stop work. Prior to commencement of any contracted work, contractors are required to complete and sign the Contractor's Safety Handbook.

DEFINITIONS:

CONTRACTORS

Any person or representative of a firm which is engaged by contract or purchase order to perform repairs and/or maintenance or capital works (i.e. repairs to plant, buildings and works or machine installations, new or modified buildings and works).

SITE REPRESENTATIVE

The individual identified by Western Health as its' contact person for the contract.

PROJECT SPECIFIC INFORMATION

SITE REPRESENTATIVE: _____ **Date:** _____

CONTRACTOR: _____ **Date:** _____

SUB-CONTRACTORS: _____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

_____ **Date:** _____

PROPERTY PROTECTION

Site Entry

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

Note: That the term “personnel” used in this document refers to the Contractors and related Sub-Contractor employees for the work at hand.

When on Facility premises:

- Only vehicles required to facilitate the work at hand should be at the work site.
- Contractor's employees are to park private vehicles in the Western Health general parking areas.
- Posted speed limits are to be observed while travelling on Facility property.

Identification

While on Western Health property the contractor and their employees shall be required to wear appropriate identification. The Infrastructure Support Department shall be contacted regarding identification prior to the commencement of any work. The site representative shall require a list of all personnel of the contractor on site. Infrastructure Support will provide all contractors and their personnel with a contractor ID which must be returned to Infrastructure Support, at the completion of the project or when the personnel are no longer required for the work at hand.

Contractor's Tools and Equipment

Contractors must supply all tools and equipment while working on Facility property.

Contractors are to ensure that all tools and equipment comply with the appropriate CSA standard and OH&S legislation.

The Site Representative in charge will prohibit the use of equipment including hand tools, which are considered to be faulty or dangerous.

Water for use is available in most locations within the facility. Use of water from these locations must have prior approval of the Site Representative.

Cartridges and Fasteners

Contractors shall ensure that any work with cartridges and fasteners shall conform to OH&S regulations and Western Health's policy regarding cartridges and fasteners.

Equipment and Material Deliveries

Contractors are to make all arrangements for delivery, off loading, storage of equipment and stocktaking, etc., prior to its arrival on site with the Site Representative. Storage shall be in those areas approved by the Site Representative.

UNIVERSAL EMERGENCY CODES

Western Health has implemented a Universal Emergency Code system which must be followed by all contractors working for Western Health. Shown below are those relevant to contractors working within Western Health facilities.

Code Red (Fire)

A fire, or threat of fire (smoke, sparks etc.).

Code Grey (External Air Exclusion)

Noxious fumes or smoke outside the building or moving in the direction of the building. The response involves shutting down the mechanical systems for movement of air into and out of the building, as well as closing off windows and doorways (Button Down). The decision to "Shelter in Place" is usually based on inadequate time for a full evacuation.

Code Brown (Chemical Spill or Leak)

A toxic chemical spill or leak inside a facility of Western Health. The response involved would exceed that usually able to be contained by the staff working in that area. It may involve a partial or total evacuation of the building, and possibly a Hazardous Material (HAZMAT) response by an external agency (Fire Department).

Code Orange (External Disaster/Mass Casualty Incident)

An external disaster with the potential for a mass casualty response (multiple people injured including multiple fatalities) from acute care. This type of event involves scaling back of regular services, mobilizing extra staff, and redeploying existing staff. It may also involve rapid redistribution of in-patients throughout the region and to adjacent health regions.

Code Green (Evacuation)

An evacuation of the facility/building operated by Western Health. This can be partial, precautionary, or STAT based on the nature and imminence of the threat.

This type of response will involve the location to evacuate to, the processes involved for orderly movement, and the transfer of critical processes to the evacuation site.

Code Black (Bomb Threat/Suspicious Package)

A bomb threat or bio-terrorism threat which involves a facility of Western Health. This response will involve notification of police and fire authorities early. Partial or complete evacuation of the facility may be prudent depending on the nature of the perceived threat.

Code Purple (Hostage Taking/Abduction)

A hostage taking or abduction occurring in a facility operated by Western Health. This is generally exclusive of children (Code Amber), and involves the hostage taker, with his/her hostage, in a stand off position within a facility operated by Western Health. Police are generally involved early in this type of response.

SAFE WORK PRACTICES

Asbestos Awareness

Traces of asbestos have been found throughout some of the Facilities operated by Western Health. If the contracted work involves potential asbestos exposure then appropriate asbestos abatement procedures must be complied with to ensure that contracted personnel are not exposed to asbestos hazards. The Site Representative must be consulted prior to any work commencing that involves potential asbestos exposure. The site representative shall contact the Asbestos Abatement Coordinator to obtain Asbestos Abatement Permit #.

If a contractor needs to perform work outside of the scope of the tender document then the Site Representative must be notified so that it can be determined if there is a potential for asbestos exposure. If there is potential for asbestos exposure then appropriate asbestos abatement procedures must be followed.

Dust Control

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

Medical Gases

Any contractor performing work in walls or ceilings must be aware of the presence of medical gas piping in many of the facilities under Western Health jurisdiction and procedures must be implemented to ensure that all medical gas

codes are met. The Site Representative must be consulted before work proceeds in any area where medical gases are present.

Qualified Personnel

All contracted work must be undertaken by appropriately qualified personnel. The contractor's personnel shall hold any professional designations required to perform the contracted work.

Plant and Machinery

Locks and appropriate tags shall be used to isolate hazardous plant or machinery after contacting the Site Representative first to arrange appropriate isolation. Isolation equipment and safety guards shall not be removed without special permission from the Site Representative.

Operating Equipment

Contracted employees shall not attempt to operate any equipment, machinery, switches, valves, etc, owned by the Facility without prior approval of the Site Representative. Under no circumstances are contractors or their employees to operate or ride on elevated work platforms without prior approval of the Site Representative.

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

Electrical Equipment

Contracted employees shall not tamper with or remove any electrical wires / tagging or equipment, nor operate any electrical switch gear on the Facility premises without the permission of the Site Representative.

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

Entry into any electrical or mechanical room is prohibited unless:

- a) The person is certified to work on electrical equipment and
- b) Permission is obtained from the Site Representative.

Welding and Cutting

Welding and cutting with the use of arcs, naked flames or grinders is prohibited in some areas. These methods are permissible in other areas, but only if the Site Representative has been notified and advised of any such work. Fire Detection

systems shall be isolated as necessary before work starts. The Site Representative in charge will prescribe precautions and refer the contractor to the Hot Work Policy (Appendix 1).

Faulty Equipment

Any Facility equipment being used by the contractor which is damaged must be reported to the Site Representative.

Combustible Substances

Contractor shall work with combustible substances in accordance with OH & S Regulations and Western Health's Policy regarding combustible substances (Appendix 1).

WORK SITES

Appropriate barriers and signage must be erected when work is performed in occupied areas, particularly in patient care units and areas where the general public are present.

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

Equipment and work barriers must not be erected in such a way as to restrict access to patient rooms, lounges, nursing stations, examination rooms, offices, fire exit stairs and other occupied areas.

If patients have to be relocated the Site Representative must be notified. The Site Representative will make the appropriate arrangements with nursing staff.

Appropriate warning notices must be erected.

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

Equipment must not be thrown from elevated structures - use lifting gear to lower.

Work which will be noisy or creates excessive vibration within the facility must be first coordinated with the Site Representative. Work may be stopped at any time if this affects the ongoing hospital's activities.

Ladders and Scaffolding

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

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

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

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

Portable ladders, while in use, shall be secured in accordance with OH&S legislation.

Confined Space

When work is to be carried out in a confined space (as defined by the Canada Labour Code, Part II), the Site Representative must be informed prior to the commencement of work so that appropriate confined space entry procedures are implemented in accordance with Western Health's Confined Space Entry Policy (Appendix 1).

Roof Access

Access to the roof is only permitted after the Site Representative has been informed. Fall protection procedures and equipment must be used as required by the applicable Occupational Health and Safety Regulations and in accordance with Western Health's Fall Arrest Policy (Appendix 1).

Housekeeping

Contractors must maintain a clean and tidy work area at all times.

Corridors, exits, vestibules, stairs, aisles, walkways, roads, and other means of access paths must be kept clear of tools and material at all times.

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

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

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

Reporting Injuries

All injuries must be reported as soon as possible to the Site Representative who will in turn conduct an investigation and report the finding immediately to the Regional Director of Employee Wellness/Health & Safety.

Personal Protective Equipment

Hard hats must be worn in areas where designated by the OH & S Regulations.

Safety glasses must be worn whenever there is a risk of damage to eyes, i.e. grinding, chipping, etc. Contractors are to supply their own employees with safety glasses.

Appropriate safety footwear must be worn at all times on site.

Hearing protection (i.e. ear muffs or plugs) is to be worn when noise hazards are created. Contractors are to supply their personnel with such devices.

Respiratory protection must be worn whenever there are respiratory hazards present. Before respiratory protection is worn appropriate training and fit-testing must be performed as per the applicable Occupational Health and Safety Regulations and CSA Standards. Western Health reserves the right to delay any job as a result of an outbreak of an infectious disease (i.e. SARS) that requires the use of respiratory protection.

All Personal Protective Equipment must meet CSA, NIOSH or other accepted standard where applicable.

Smoking

Contractors and their employees shall comply with Western Health's Smoke-Free Policy (see attached).

Intoxicating Liquor or Drugs

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

Compressed Air

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

Horseplay

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

Hazardous Goods

No material of a hazardous nature is to be brought on site until approval is obtained from the Site Representative.

All Material Safety Data Sheets (MSDS)/information relating to any such materials be located on site and be known to the user employees prior to beginning work.

Persons handling or transporting hazardous materials must be trained in WHMIS, TDG and/or other pertinent regulations and standards.

Notification of a Series Injury / Illness

Contractor shall report to the site representative any serious injury or noticeable occupational disease.

Directives: The Site Representative shall be informed of any Directives received by the contractor from an OH & S Inspector. The Site Representative shall copy the Directives to the Regional Director ~ Employee Wellness/Health & Safety.

Inspection: All contractor work sites shall be inspected by Western Health Site Representative on a weekly basis.

| | |
|---------------|--|
| CATEGORY: | ORGANIZATIONAL – CLIENT/COMMUNITY RELATIONS |
| SUB-CATEGORY: | COMMUNITY RELATIONS WITH WESTERN HEALTH |
| GROUP: | |
| DISTRIBUTION: | ALL STAFF |
| TITLE: | SMOKE - FREE PROPERTIES |

PURPOSE

Western Health is committed to providing a smoke-free environment for its patients, clients, residents, employees, physicians, volunteers, students, visitors and the general public by:

- offering tobacco cessation counselling and referral,
- protecting all from tobacco smoke on Western Health property,
- supporting our employees in adopting healthy lifestyles, and
- providing leadership in tobacco reduction initiatives.

POLICY

Smoking is not permitted in or on all Western Health owned or operated premises and facilities including the interior, exterior grounds and parking lots. Smoke-free grounds will be clearly indicated by appropriate signage. For any lease agreements entered into on behalf of Western Health, Facilities staff must ensure that the building meets the *Smoke Free Environment Act 2005* and must promote smoke free properties.

All clients, patients, residents, employees, physicians and visitors must comply with the smoke free properties policy unless they are located in an exempted area. Employees must not facilitate a client/patient/resident's smoking. For example, employees must not escort a client/patient/resident to the property perimeter so the client/patient/resident can smoke.

All clients, patients, residents, employees, physicians, volunteers and the general public have shared responsibility for supporting and complying with the Smoke-Free Properties policy.

In areas where security staff exists they must patrol entrances and grounds to ensure that all persons are in compliance with the policy. At sites where security services are not provided, management must enforce the policy.

Employees who do not comply with the policy are subject to disciplinary action as per collective agreements and the organization's human resources policies. Employees who continue to violate this policy may be subject to discharge. Subject to operational requirements, employees may be permitted to attend Smoking Cessation Group classes on work time.

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

- a) Hospitals
- b) Health Centres
- c) Community Clinics
- d) Long Term Care Facilities (staff only)
- e) Office buildings
- f) Parking lots and vehicles parked on Western Health property.
- g) All Western Health outbuildings, such as sheds, etc.
- h) Accommodations (staff and physicians):
 - Transient (< 3 months) accommodations
 - Accommodations physically attached to health facilities
 - Multi unit accommodations
 - Single unit accommodations: Smoking is not permitted indoors but tenants are not required to go off the property.
- i) Vehicles owned, operated or leased by Western Health no matter where they are located.

Exemptions:

- a) Buildings not owned or operated by Western Health such as leased space, which may have multiple tenants, and the landlord cannot provide a smoke free property because of other lease requirements.
- b) Long Term Care facilities with respect to residents may be phased in dependent on regulations/legislation.
- c) Patients on the Mental Health Unit at Western Memorial Regional Hospital.

PROCEDURE

A. Clients/Patients/Residents:

Inpatients

1. Inpatient staff must advise all patients of the smoke free properties policy and their obligations under the policy on admission. This discussion must be documented in the inpatient health record.
2. Inpatient staff must screen all patients for tobacco use upon admission. Tobacco use must be documented in the inpatient health record or physician's progress notes.
3. Inpatient staff must provide a supportive environment to inpatients who smoke during their involuntary tobacco abstinence, including referral to smoking cessation programs.
4. Voluntary patients, who wish to leave the premises for any purpose, including smoking, do so at their own risk.
5. As appropriate, inpatient staff will refer patients for smoking cessation support in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)* policy # 6 – 01 – 25.

Outpatients

1. Outpatient staff must advise all outpatients/clients of the smoke free properties policy and their obligations under the policy on registration and/or admission. This discussion must be documented in the health record.
2. Outpatients, who wish to leave the premises for any purpose, including smoking, do so at their own risk.
3. As appropriate, outpatient staff will refer outpatients/clients for smoking cessation support in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)* policy # 6 – 01 – 25.

Residents

1. Long term care staff must advise all new applicants of the smoke free properties policy and their obligations upon admission to long term care.
2. Long term care staff must provide a supportive environment to residents who smoke including provision of smoking cessation support in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)* policy # 6 – 01 – 25.
3. Residents who wish to smoke must smoke in a designated area, and do so at their own risk. Long term care staff must inform families and residents of the lack of supervision in the designated smoking area.

Clients

1. Community staff must post the smoke free properties signage in all waiting areas to advise clients of the smoke free properties policy and their obligations under the policy.
2. Clients, who wish to leave the premises for any purpose, including smoking, do so at their own risk.
3. As appropriate, community staff will refer clients for smoking cessation support in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)* policy # 6 – 01 – 25.
4. For staff who work in clients' homes, please refer to Smoke Free Environment For Home Based Service Provider Policy # 6 – 01 – 21.

B. Employees and Physicians

Smoking Cessation Support

As appropriate, a workplace smoking cessation program may be offered to employees and physicians. The program includes self-help materials and referral to the Smokers Help Line in keeping with the *Smoking Cessation Support: Community Action and Referral Effort (CARE)* policy # 6 – 01 – 25.

C. Compliments and Complaints

1. All staff must document compliments and complaints with respect to this policy and its implementation, from clients, patients, residents and other members of the public through the existing complaints process.
2. Supervisors must document all compliments and complaints with respect to this policy from employees through the existing complaints process.

LEGISLATIVE CONTEXT

Smoke Free Environment Act 2005

KEYWORDS

Smoke Free Properties, Smoking Cessation Support, Community Action and Referral Effort (CARE)

| | |
|---|--|
| Approved By: Chief Executive Officer | Maintained By: Chief Operating Officer – Secondary Services |
| Effective Date: 30/May/2008 | ✓ Reviewed: ✓ Revised: <i>(Date of most recent changes to the policy)</i> |
| Review Date: 30/May/2011 | ≡ Replaces 6 – 01 – 20 Smoke Free Work Environment |

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Title and description of Work.
- .2 Contractor use of premises.
- .3 Owner occupancy.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- 1. Work for this contract includes the supply and placement of asphalt on 2 new parking areas and repair to an area where there was a water leak. There are 3 areas in total with square footage of 10,395 sqft, 10,011 sqft and 600 sqft totaling 21,006 sqft. Prep work will be required for all areas which would include minor grading to direct water to catch basins and away from building. Addition of Class A material as needed. All paving is located at Western Memorial Regional Hospital in Corner Brook, NL. Drawing attached to show the specified areas in question. Asphalt mix suitable for parking lot to be used.

- 2. Drawing provided with details of specified areas attached as part of these specifications.
- 3. Work covered by this contract will require Infection Prevention and Control Measures in Compliance with CSA Z317.13. Refer to Section 01 35 30 – Infection Control.

A. CONTRACTOR USE OF PREMISES

- i. Contractor has restricted use of site.
- ii. Coordinate use of premises under direction of Owner's Representative.

- iii. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- iv. Remove or alter existing work to prevent injury or damage to portions of existing work which remain.
- v. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, as directed by Owner's Representative.

B. OWNER OCCUPANCY

- i. Owner will occupy premises during entire construction period for execution of normal operations.
- ii. Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.

C. RELATED WORK

- .1 All specification sections are referenced to indicate work responsibilities in conjunction with the complete contract package including drawings.

D. ON-SITE DOCUMENTS

- i. Maintain at job site documents as indicated in Section 01 31 00 – Project Management and Coordination.

E. CONTRACT DOCUMENTS

- i. All documents are to be read in conjunction with other, report discrepancies to engineer.

5. PRODUCTS (NOT APPLICABLE)

6. EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Connecting to existing services.
- .2 Special scheduling requirements.

1.2 RELATED SECTIONS

- .1 Section 01 35 30 – Infection Control
- .2 Section 01 32 00 – Construct Progress Documentation.
- .3 Section 01 56 00 - Temporary Barriers and Enclosures.
- .4 Owner’s Policies as referenced herein.

1.3 EXISTING SERVICES

- .1 Notify Owner’s Representative and utility companies of intended interruption of services and obtain required permission.
- .2 Provide list of expected service interruptions monthly to owner’s representative. Indicate exactly what areas will be affected, estimated duration, and possible complications.
- .3 Where Work involves breaking into or connecting to existing services, give Owner’s Representative a notice of three (3) working days for necessary interruption of specific mechanical or electrical service throughout course of work. Keep duration of interruptions minimum. Carry out interruptions after normal working hours of occupants, preferably on weekends.
- .4 Notice of interruption provided to owner’s representative shall indicate exactly what areas will be affected, estimated duration, and possible complications.
- .5 Provide for pedestrian and vehicular traffic.

1.4 SCHEDULE OF WORK

- .1 Schedule all demolition, cutting and altering existing work, drilling and power activated hammering outside of normal operating office and health care service hours of 8:30 a.m. to 5:00 p.m. daily, Monday through Friday.
- .2 Schedule all work in co-ordination with Hospital staff, in particular the chief boiler plant operator on duty at the time. No work that could potentially interfere with the day to day operations of the boiler plant shall be carried out without notifying the chief power engineer on duty and the Owners representative.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued for Tender

Section – 01 14 00 Work Restrictions

Page 2 of 2

- .3 Prepare detailed daily work schedules and submit to the Owner for approval.
- .4 This project requires major equipment shut down from 5 pm Friday until 6 am Monday only. This downtime shall be coordinated with and approved by the owner in writing 14 days prior to shut down.

1.5 USE OF AND ACCESS TO SITE

- .1 Contractor's use of site is generally restricted as follows:
 - .1 Storage of materials, set up of Contractor owned or leased plant, equipment, trailers, vehicles and the like is to be the responsibility of the contractor. Contractor shall submit in writing any request for storage space beyond parking designated below.
 - .2 All employees of the Prime Contractor and those of his Sub-contractors and suppliers are to enter and exit the site using the shortest distance route available. In all cases, the Contractor is to carry out all work in accordance with Section 01 35 00 – Infection Control.
 - .3 Parking for vehicles owned or leased by the Contractor's employees and his subcontractor's employees is to be designated by the Owner and limited to the number of parking spaces which the Owner sets from time to time.
- .2 The Contractor is to maintain security and separation barriers around the work areas.
- .3 The Contractor is to ensure that all barriers are in compliance with Occupational Health and Safety Acts and Regulations, Infection Control, Owner Policies and Security requirements specified in other sections of the Contract Documents.
- .4 All equipment shall be removed and installed through the existing boiler room overhead door. Contractor to confirm all measurements of equipment prior to arriving on site to ensure it will fit through this door opening.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued for Tender

Section 01 31 00 - Project Management and Coordination

Page 1 of 4

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Coordination work with other contractors and subcontractors under administration of Owner's Representative.
- .2 Scheduled project meetings.

1.2 RELATED SECTIONS

- .1 Section 01 11 00 - Summary of Work.
- .2 Section 01 91 13 – General Commissioning (Cx) Requirements.

1.3 DESCRIPTION

- .1 Coordination of progress schedules, submittals, use of site, temporary utilities, construction facilities, and construction Work, with progress of Work of other contractors and subcontractors under instructions of Owner's Representative.

1.4 PROJECT MEETINGS

- .1 Project meetings to be held at times and locations as determined by Owner's Representative.
- .2 Owner's Representative will arrange project meetings and record and distribute minutes.

1.5 CONSTRUCTION ORGANIZATION AND START-UP

- .1 Within five (5) working days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Establish time and location of meetings and notify parties concerned minimum 3 days before meeting.
- .3 Agenda to include following:
 - .1 Appointment of official representative of participants in Work.
 - .2 Schedule of Work,
 - .3 Schedule of submission of shop drawings, samples, colour chips in accordance with Section 01 33 00 - Submittal Procedures.
 - .4 Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences in accordance with Section 01 51 00 - Temporary Utilities.
 - .5 Delivery schedule of specified equipment in accordance with Section 01 32 00 - Construction Progress Documentation.
 - .6 Site security in accordance with Section 01 52 00 - Construction Facilities.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued for Tender

Section 01 31 00 - Project Management and Coordination

Page 2 of 4

- .7 Proposed changes, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, and administrative requirements.
- .8 Record drawings in accordance with Section 01 78 00 - Closeout Submittals.
- .9 Maintenance manuals in accordance with Section 01 78 00 - Closeout Submittals.
- .10 Take-over procedures, acceptance, and warranties in accordance with Section 01 77 00 - Closeout Procedures and 01 78 00 - Closeout Submittals.
- .11 Monthly progress claims, administrative procedures, photographs, and holdbacks.
- .12 Appointment of inspection and testing agencies or firms in accordance with Section 01 45 00 - Quality Control.
- .13 Insurances and transcript of policies.
- .14 Site specific Construction Safety Plan
- .15 Project-specific Infection Control Plan
- .4 Comply with Owner's Representative's allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- .5 During construction coordinate use of site and facilities through Owner's Representative's procedures for intra-project communications: Submittals, reports and records, schedules, coordination of drawings, recommendations, and resolution of ambiguities and conflicts.
- .6 Comply with instructions of Owner's Representative for use of temporary utilities and construction facilities.

1.6 ON-SITE DOCUMENTS

- .1 Maintain at job site, one copy each of the following:
 - .1 Contract drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Reviewed shop drawings.
 - .5 List of outstanding shop drawings.
 - .6 Change orders.
 - .7 Other modifications to Contract.
 - .8 Field test reports.
 - .9 Copy of approved Work schedule.
 - .10 Health and Safety Plan and other Safety related documents. Refer to 01 35 29.06 – Health & Safety Requirements.
 - .11 Manufacturers' installation and application instructions.
 - .12 Labour conditions and wage schedules.
 - .13 Project-specific Infection Control Plan
 - .14 Monthly expected service interruptions
 - .15 Other documents as specified.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued for Tender

Section 01 31 00 - Project Management and Coordination

Page 3 of 4

1.7 SCHEDULES

- .1 Submit preliminary construction progress schedule in accordance with Section 01 32 00 - Construction Progress Documents to Owner's Representative coordinated with Owner's Representative's project schedule. Schedule to show anticipated progress stages and final completion of work within time period required by contract documents.
- .2 After review, revise and resubmit schedule to comply with project schedule requirements.
- .3 During progress of Work revise and resubmit at project progress meetings or as directed by Owner's Representative.

1.8 SUBMITTALS

- .1 Make submittal to Owner's Representative for review.
- .2 Submit preliminary shop drawings, product data and samples in accordance with Section 01 33 00 – Submittal Procedures for review for compliance with Contract Documents; for field dimensions and clearances, for relation to available space, and for relation to Work of other contracts. After review, revise and resubmit for transmittal to Owner's Representative.
- .3 Submit Site-Specific Infection Control Plan for review to Owner's Representative. Revise and resubmit, as required until approved by project Multi-Disciplinary Team.
- .4 Submit requests for payment for review to Owner's Representative.
- .5 Submit requests for interpretation of Contract Documents, and obtain instructions through Owner's Representative.
- .6 Process Change Orders through Owner's Representative.
- .7 Deliver closeout submittals for review by Owner's Representative.

1.9 COORDINATION DRAWINGS

- .1 Provide information required by Owner's Representative for preparation of coordination drawings.
- .2 Review and approve revised drawings for submittal to Owner's Representative.
- .3 Owner's Representative may furnish additional drawings for clarification. These additional drawings have same meaning and intent as if they were included with plans referred to in contract documents.

1.10 CLOSEOUT PROCEDURES

- .1 Notify Owner's Representative when Work is considered ready for Substantial Performance.
- .2 Accompany Owner's Representative on preliminary inspection to determine items listed for completion or correction.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued for Tender

Section 01 31 00 - Project Management and Coordination

Page 4 of 4

- .3 Comply with Owner's Representative's instructions for correction of items of Work listed in executed certificate of Substantial Performance and for access to Owner-occupied areas.
- .4 Notify Owner's Representative of instructions of items of Work determined in Owner's Representative's final inspection.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 29.06 – Health and Safety Requirements

Page 1 of 16

PART 1 GENERAL

1.1 REFERENCES

- .1 Canadian Standards Association (CSA)
 - .1 CAN/CSA-Z259.1 Body Belts and Saddles for Work Positioning and Travel Restraint.
 - .2 CAN/CSA-Z259.10 Full body Harnesses.
 - .3 CAN/CSA-Z259.11 Energy Absorbers and Lanyards.
 - .4 CAN/CSA-Z259.2.1 Fall Arresters, Vertical Lifelines and Rails.
 - .5 FCC No. 301 Standard for Construction Operations.
 - .6 CSA Z275.2 Occupational Safety Code for Diving Operations.
 - .7 CSA Z275.4 Competency Standard for Divers Operations.
 - .8 CSA Z797, Code of Practice for Access Scaffold.
- .2 Transportation of Dangerous Goods Act Regulations.
- .3 Newfoundland Occupational Health and Safety Act, Amended
- .4 Consolidated Newfoundland and Regulations 1149 WMIS Regulations Under the Occupational Health and Safety Act
- .5 Consolidated Newfoundland and Regulations Occupational Health and Safety Regulations under the Occupational Health and Safety Act.
- .6 Canada Labour Code, Part 2.
- .7 National Building Code of Canada.
- .8 Department of Transportation and Works Occupational Health and Safety Manual.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 01 35 30 – Infection Control
- .3 Section 01 35 43 - Environmental Procedures.
- .4 Section 01 41 00 - Regulatory Requirements.
- .5 Section 02 82 00.02 – Asbestos Abatement.

1.3 SUBMITTALS

- .1 At least 10 (ten) working days prior to commencing any site work: submit to Owner's Representative copies of:

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 29.06 – Health and Safety Requirements

Page 2 of 16

- .1 A complete Site Specific Health and Safety Plan.
- .2 If work entails blasting, submit the following:
 - .1 Valid Blaster's Certificate and Certificates of Qualification acceptable to the OHS Regulations 5/12 under section 419 identifying the Level of Qualification for the project requirements (Journey Persons Blaster Certificate will still be accepted). An acceptable letter of extension of blasters certificate from the Industrial Training Division of the Provincial Department of Education is required when certificate expires (5 years max.). Certificate numbers and names are required for all blasters proposed for the project.
 - .2 Temporary Magazine License, when required issued, by Natural Resources Canada.
 - .3 Explosives Vehicle Certificate, when required, issued by Transport Canada for transport of explosives regulated under the Transportation of Dangerous Good Act.
 - .4 Blaster resume which clearly states and demonstrates:
 - .1 Minimum five (5) years of experience in handling, storage and detonation of explosives.
 - .2 Training at a blaster's school which is acceptable to the provincial government.
- .3 If work entails confined space, submit the following:
 - .1 Copies of current confined space entry training certificates acceptable to WHSCC, as well as copies of confined space entry programs, confined space assessment, safe work practices and rescue plans.
- .2 Acceptance of the Site Specific Health and Safety Plan and other submitted documents by the Owner's Representative shall only be viewed as acknowledgement that the contractor has submitted the required documentation under this specification section.
- .3 Owner's Representative makes no representation and provides no warranty for the accuracy, completeness and legislative compliance of the Site Specific Health and Safety Plan and other submitted documents by this acceptance.
- .4 Responsibility for errors and omissions in the Site Specific Health and Safety Plan and other submitted documents is not relieved by acceptance by Owner's Representative.

1.4 OCCUPATIONAL HEALTH AND SAFETY (SITE SPECIFIC HEALTH AND SAFETY PLANS)

- .1 Conduct operations in accordance with latest edition of the Newfoundland Occupational Health and Safety (OH&S) Act and Regulations, with specific reference to codes and standards referenced therein, and the TW Occupational Health and Safety Manual (http://www.tw.gov.nl.ca/publications/ohs_full.pdf) as well as to the specific requirements of the Health Authority.
- .2 Prepare a detailed Site Specific Health and Safety Plan that shall identify, evaluate and control job specific hazards and the necessary control measures to be implemented for managing hazards.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .3 Provide a copy of the Site Specific Health and Safety Plan upon request to Occupational Health and Safety Branch, Services NL, Province of Newfoundland and Labrador and the Owner's Representative.
- .4 The written Site Specific Health and Safety Plan shall incorporate the following:
 - .1 Hazard assessment results.
 - .2 Engineering and administrative demonstrative controls (work-practices and procedures) to be implemented for managing identified and potential hazards, and comply with applicable federal and provincial legislation and more stringent requirements that have been specified in these specifications.
 - .3 An organizational structure which shall establish the specific chain of command and specify the overall responsibilities of contractor's employees at the work site.
 - .4 A comprehensive work plan which shall:
 - .1 define work tasks and objectives of site activities/operations and the logistics and resources required to reach these tasks and objectives.
 - .2 establish personnel requirements for implementing the plan.
 - .5 A personal protected equipment (PPE) Program which shall detail PPE:
 - .1 Selection criteria based on site hazards.
 - .2 Use, maintenance, inspection and storage requirements and procedures.
 - .3 Decontamination and disposal procedures.
 - .4 Inspection procedures prior to, during and after use, and other appropriate medical considerations.
 - .5 Limitations during temperature extremes, heat stress and other appropriate medical consideration.
 - .6 An emergency response procedure, refer to Clause 1.5 Supervision and Emergency Response Procedure of this section for requirements.
 - .7 A hazard communication program for informing workers, visitors and individuals outside of the work area as required. This will include but not be limited to a visitor safety and orientation policy and program that will include education on hazards, required PPE and accompaniment while on site.
 - .8 A hearing conservation program in accordance with the OHS Regulations.
 - .9 A recent (current year) inspection form for all powered mobile equipment that will be used in fulfilling the terms of the contract. The inspection form shall, at a minimum, state that the equipment is in a safe operating condition.
 - .10 A complete listing of employee names, their driver's license classification, expiry date, endorsements and the type of equipment that they are qualified to operate for the complete scope of work for this project. The Driver's License Number should not be provided as this is confidential information. Provision of the License Number may breach *PIPEDA* - the Personal Information Protection and Electronic Documents Act. (Federal Act) or *ATIPPA* - *Access to Information and Protection of Privacy Act* - Part IV. (Provincial Act of Newfoundland and Labrador). This shall also include documentation where required of certification in power line hazards.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .11 An acceptable parking policy for all powered mobile equipment to be used on this project. The policy shall, at a minimum, be based on a hazard assessment that considers factors such as equipment type, potential for roll over, load capacity of the parking area, pedestrian and vehicular traffic, and potential for equipment tampering, equipment energy, and equipment contact with power lines.
- .12 A diving program which shall contain standard operating procedures to be followed in the diving operation.
- .13 A health and safety training program which includes a safety training matrix.
- .14 General safety rules.
- .5 Periodically review and modify as required each component of the Site Specific Health and Safety Plan when a new hazard is identified during completion of work and when an error or omission is identified in any part of the Site Specific Health and Safety Plan.
- .6 Coordinate requirements with Project-Specific Infection Control Plan, per Section 01 35 30 – Infection Control
- .7 Review the completeness of the hazard assessment immediately prior to commencing work, when a new hazard is identified during completion of work and when an error or omission is identified.
 - .1 Be solely responsible for investigating, evaluating and managing any report of actual or potential hazards.
 - .2 Clearly define accident incident investigation procedures.
 - .3 Clearly define policy and processes for early and safe return to work.
 - .4 Retain copies of all completed hazard assessments at the project site and make available to the Owner’s Representative immediately upon request.
- .8 Implement all requirements of the Site Specific Health and Safety Plan.
 - .1 Ensure that every person entering the project site is informed of requirements under the Site Specific Health and Safety Plan.
 - .2 Take all necessary measures to immediately implement any engineering controls, administrative controls, personal protective equipment required or termination of work procedures to ensure compliance with the Site Specific Health and Safety Plan.

1.5 SUPERVISION AND EMERGENCY RESCUE PROCEDURE

- .1 Carry out work under the direct supervision of competent persons responsible for safety by ensuring the work complies with the appropriate section of OH&S Act and Regulations
- .2 Assign a sufficient number of supervisory personnel to the work site.
 - .1 Any person assigned to supervisory duties shall not conduct significant work in relation to the contract that inhibits them from the ability to properly supervise the work site.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 29.06 – Health and Safety Requirements

Page 5 of 16

- .3 Provide a suitable means of communications and check-in for workers required to work alone.
- .4 Develop an emergency rescue plan for the job site and ensure that supervisors and workers are trained in the emergency rescue plan.
- .5 The emergency response plan shall address, as a minimum:
 - .1 Pre-emergency planning.
 - .2 Personnel roles, lines of authority and communication.
 - .3 Emergency recognition and prevention.
 - .4 Safe distances and places of refuge.
 - .5 Site security and control
 - .6 Evacuation routes and procedures
 - .7 Decontamination procedures which are not covered by the site specific safety and health plan.
 - .8 Emergency medical treatment and first aid.
 - .9 Emergency alarm, notification and response procedures including procedures for reporting incidents to local, provincial and federal government departments.
 - .10 PPE and emergency equipment.
 - .11 Procedures for handling emergency incidents.
 - .12 Site specific emergency response training requirements and schedules.
- .6 The emergency response procedures shall be rehearsed regularly as part of the overall training program.
- .7 Provide adequate first aid facilities for the jobsite and ensure that a minimum number of workers are trained in first aid in accordance with the Occupational Health and Safety First Aid Regulations.

1.6 CONTRACTORS SAFETY OFFICER

- .1 The contractor shall employ a Contractor’s Safety Officer (CSO) who shall have as a minimum successfully completed the following training, and must have current credentials for those that have expiration dates:

Editorial Note

Replace sentence 1.6.1 with the following if the Design Manager specifies a requirement for a site dedicated full time Contractor’s Safety Officer. Delete this editorial note if a full time site dedicated Contractor’s Safety Officer is not specifically required.

The contractor shall employ a site dedicated full time Contractor’s Safety Officer (CSO) who must be on site during execution of the Work. Periodic absences during the workday of short duration for project related activities are acceptable provided they have been pre-arranged with TW’s construction manager. In unusual situations absences of one full day or longer will require a replacement. The replacement will be required to have prior familiarization with the site and the Site Specific Health and Safety Plan. The CSO and any temporary replacement shall have as a minimum successfully completed the following training, and must have current credentials for those that have expiration dates:

- .1 Training in hazardous materials management and response/protocols.
- .2 Training in the use, maintenance of fall protection systems certified by WHSCC at a minimum.
- .3 Training in the inspection of scaffolding in accordance with CSA Z797.
- .4 Training in confined space entry protocols, techniques and rescue plans, certified by WHSCC at a minimum.
- .5 Supervisory training.
- .6 Training in records and statistics.
- .7 Training in hazard identification, inspections, analysis and control.
- .8 Training in WHMIS.
- .9 Training in health and safety program content.
- .10 Training in investigations and reporting.
- .11 Training in occupational health/hygiene.
- .12 Training in employee training and communication.
- .13 Training in Emergency Preparedness and First Aid.
- .14 A working knowledge of, and experience satisfactory to the Department, using the occupational safety and health legislation and regulations specific to Newfoundland and Labrador.
- .15 Experience, satisfactory to the Department, with the safe work practices required for execution of the work and operation of equipment specific to the project.
- .16 Experience, satisfactory to the Department, in developing and monitoring site safety and housekeeping policies.
- .17 Experience, satisfactory to the Department, in developing and monitoring a preventative maintenance and inspection program for Construction Site Equipment.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .2 The CSO shall:
 - .1 Be responsible for developing, implementing, daily enforcement, monitoring and updating of the Site Specific Health and Safety Plan.
 - .2 Be responsible for the delivery of the site safety orientation and ensure that the personnel who have not been orientated are not permitted to enter the site. This applies to workers, inspectors and visitors.
 - .3 Report directly to and be under direction of the Site Superintendent or Contractor's Project Manager.
 - .4 Prior to mobilization on-site, hold an orientation meeting with the contractors, subcontractors and Owner's Representative to review project occupational health and safety. Include but not limit meeting to a review of:
 - .1 Site Specific Health and Safety Plan.
 - .2 Construction Safety Measures.
 - .3 Supervision and Emergency Rescue Procedures.
 - .4 Hazard Assessments
 - .5 Maintain a daily log of inspections, meetings, infractions and mitigating measures. Log is to be filed daily and copies to be provided to the Site Superintendent and Owner's Representative.

1.7 HEALTH AND SAFETY COMMITTEE

- .1 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.

1.9 RESPONSIBILITY

- .1 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.
- .2 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.
- .3 Where safety risks exist, the contractor must stop the work until such time as the risk can be mitigated to a safe level.
- .4 Take appropriate steps to ensure that the hazards are mitigated to a safe level, workers are notified of the hazards and how to protect themselves. As well, workers must be provided with any new safe work practices or information regarding mitigation of the risk.

1.10 UNFORSEEN HAZARDS

- .1 Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of Work, follow procedures in place for Employee's Right to Refuse Work in accordance with Acts and Regulations of Province having jurisdiction. Advise Owner's Representative verbally and in writing.

1.11 INSTRUCTION AND TRAINING

- .1 Workers shall not participate in or supervise any activity on the work site until they have been trained to a level required by this job function and responsibility. Training shall as a minimum thoroughly cover the following:
 - .1 Federal and Provincial Health and Safety Legislation requirements including roles and responsibilities of workers and person(s) responsible for implementing, monitoring and enforcing health and safety requirements.
 - .2 Safety and health hazards associated with working on a contaminated site including recognition of symptoms and signs which might indicate over exposure to hazards.
 - .3 Limitations, use, maintenance and disinfection-decontamination of personal protective equipment associated with completing work.
 - .4 Limitations, use, maintenance and care of engineering controls and equipment.
 - .5 Limitations and use of emergency notifications and response equipment including emergency response protocol.
 - .6 Work practices and procedures to minimize the risk of an accident and hazardous occurrence from exposure to a hazard.
- .2 Provide and maintain training of workers, as required, by Federal and Provincial legislation.
- .3 Provide copies of all training certificates to Owner's Representative for review, before a worker is to enter the work site.
- .4 Authorized visitors shall not access the work site until they have been:
 - .1 Notified of the names of persons responsible for implementing, monitoring and enforcing the Site Specific Health and Safety Plan.
 - .2 Briefed on safety and health hazards present on the site.
 - .3 Instructed in the proper use and limitations of personal protective equipment.
 - .4 Briefed as the emergency response protocol including notification and evacuation process.
 - .5 Informed of practices and procedures to minimize risks from hazards and applicable to activities performed by visitors.
 - .6 Accompanied while on site, and provided with the appropriate PPE.
- .5 All workers will be instructed and trained on the hazards associated with work they will perform and how to protect themselves. This will include a review of all safe work practices, the reporting and documentation of hazards, reporting accidents and injuries as well as, formal training in areas of high risk (i.e. fall protection, power line hazards, traffic control persons training).
- .6 The work site shall have the appropriate number of persons trained in emergency and Standard First Aid according to the First Aid Regulations.

1.12 CONSTRUCTION SAFETY MEASURES

- .1 Observe construction safety measures of National Building Code, latest edition, Provincial Government, OH&S Act and Regulations, Workplace Health and Safety Compensation Commission and Municipal Authority provided that in any case of conflict or discrepancy more stringent requirements shall apply.
- .2 Administer the project in a manner that will ensure, at all times, full compliance with Federal and Provincial Acts, regulations and applicable safety codes and the Site Specific Health and Safety Plan.
- .3 Provide Owner's Representative with copies of all orders, directions and any other documentation, issued by the Occupational Health and Safety Branch, Services NL, immediately after receipt.

1.13 POSTING OF DOCUMENTS

- .1 Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province and authority having jurisdiction, and in consultation with Owner's Representative.

1.14 HEALTH AND SAFETY MONITORING

- .1 Periodic inspections of the contractor's work may be carried out by the Owner's Representative to maintain compliance with the Health and Safety Program. Inspections will include visual inspections as well as testing and sampling as required.
- .2 The contractor shall be responsible for any and all costs associated with delays as a result of contractor's failure to comply with the requirements outlined in this section.

1.15 NOTIFICATION

- .1 For projects exceeding thirty (30) days or more, the contractor shall, prior to the commencement of work, notify in writing the Occupational Health and Safety Branch, Services NL with the following information:
 - .1 Name and location of construction site.
 - .2 Company name and mailing address of contractor doing the work.
 - .3 The number of workers to be employed.
 - .4 A copy of the Site Specific Health and Safety Plan if requested.

1.16 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Owner's Representative.
- .2 Provide Owner's Representative with written report of action taken to correct non-compliance of health and safety issues identified within ten (10) working days.
- .3 Owner's Representative may stop work if non-compliance of health and safety regulations is not corrected.

1.17 WHMIS

- .1 Ensure that all controlled products are in accordance with the Workplace Hazardous Materials Information System (WHMIS) Regulations and Chemical Substances of the OH&S Act and Regulations regarding use, handling, labelling, storage, and disposal of hazardous materials.
- .2 Deliver copies of relevant Material Safety Data Sheets (MSDS) to job site and the Owner's Representative. The MSDS must be acceptable to Labour Canada and Health and Welfare Canada for all controlled products that will be used in the performance of this work. All MSDS should be located in accessible locations for all workers and visitors throughout the site, bound and organized in binders.
- .3 Train workers required to use or work in close proximity to controlled products as per OH&S Act and Regulations.
- .4 Label controlled products at jobsite as per OH&S and Regulations and WHMIS.
- .5 Provide appropriate emergency facilities as specified in the MSDS where workers might be exposed to contact with chemicals, e.g. eye-wash facilities, emergency shower.
 - .1 Workers to be trained in use of such emergency equipment.
- .6 Contractor shall provide appropriate personal protective equipment as specified in the MSDS where workers are required to use controlled products.
 - .1 Properly fit workers for personal protective equipment
 - .2 Train workers in care, use and maintenance of personal protective equipment.
- .7 No controlled products are to be brought on-site without prior approved MSDS.
- .8 The MSDS are to remain on site at all times.

1.18 OVERLOADING

- .1 The Contractor's Full Time CSO and/or Site Superintendent shall ensure no part of work or associated equipment is subjected to loading that will endanger its safety or will cause permanent deformation.

1.19 FALSEWORK

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

1.20 SCAFFOLDING

- .1 Design, erect, inspect, operate, modify, and dismantle scaffolding in accordance with CSA Z797, the OH&S Act and Regulations, and the scaffold manufacturer's written instructions.
- .2 Provide trained and certified Competent Scaffold Erectors for all scaffold erection, modification and dismantling. Training certification must be valid at time of erection, modification and dismantling of scaffold.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 29.06 – Health and Safety Requirements

Page 11 of 16

- .3 Conduct and document daily inspections of scaffolding by trained and certified Competent Scaffold Inspectors or Erectors. Training certification must be valid at the time of inspection.
- .4 Provide a scaffold tagging system as described in CSA Z797.
- .5 Ensure that all industry best practices for safe scaffold usage, including fall protection, proper loading, safe access, electrical hazards, exit door management and other concerns are strictly adhered to.

1.21 WORKING AT HEIGHTS

- .1 Ensure that fall restraint or fall arrest devices are used by all workers working at elevations greater than 3.05 meters above grade or floor level in accordance with CSA Z259, where alternate fall protection systems are not provided in accordance with Occupational Health and Safety Act and Regulations.
- .2 All workers performing work at height and who will be required to utilize a fall arrest system must be trained in a fall protection program certified by the WHSCC. Training must be current and valid at the time of use.
- .3 Prior to working at height workers shall be instructed in a Contractor Safe Work Practice for working at height and associated Rescue Plan for working at heights, developed specific to the work to be performed, locations and risks.

1.22 PERSONAL PROTECTIVE EQUIPMENT

- .1 Ensure workers on the jobsite use personal protective equipment appropriate to the hazards identified in the Site Specific Health and Safety Plan and those workers are trained in the proper care, use, and maintenance of such equipment.
- .2 PPE selections shall be based on an evaluation of the performance characteristics of the PPE relative to the requirements and limitations of the site, task-specific conditions, duration and hazards and potential hazards identified on site. PPE must also be fitted for the worker.
- .3 Provide workers and visitors to the site with proper respiratory protection equipment.
 - .1 No work shall be performed in an area where an airborne contaminant exceeds recommendations of the ACGIH, do not meet the appropriate standards for the specific contaminants or are not in accordance with the OHS regulations..
 - .2 Respiratory protection shall be provided in accordance with the requirements of the Occupational Health and Safety Branch, Services NL and these specifications.
 - .3 Establish, implement and maintain a respirator inspection and maintenance program in accordance with the CSA standard identified in the OHS Regulations.
 - .4 Copies of all respirator owners' maintenance manuals shall be kept at all times at the contractor's site office.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .4 Provide and maintain a supply of dermal protection equipment to allow visitors and all workers proper dermal protection.
 - .1 Dermal protection shall be sufficient to act as a protective barrier between the skin and an airborne contaminant or hazardous material. Dermal protection shall also be provided for all physical hazards.
 - .2 Dermal protection equipment shall not be used after exceeding 75% of the break through time. The break through time shall be based on the contaminant which requires the least amount of time to break through the protective equipment
 - .3 Copies of all dermal protection user specifications, owners and maintenance manuals shall be kept at all times at the contractor's site office.
 - .4 Establish, implement and maintain air inspection program to ensure proper dermal protection in accordance with CSA, NIOSH, U.S. EPA and manufacturer's requirements.
- .5 Provide all workers and up to five (5) visitors to the site with proper hearing protection. Workers and visitors shall not be exposed to noise levels greater than 85 dB (A) over an eight hour shift without proper hearing protection, in accordance with the Hearing Conservation Program.
- .6 Provide all workers and up to five (5) visitors to the site with CSA approved eye protection sufficient to act as a protective barrier between the eye and airborne contaminants, hazardous materials and physical hazard.
- .7 Provide workers and up to five (5) visitors to the site with CSA approved hard hats meeting the CSA Z94.1.
- .8 Provide high visibility apparel as defined in Occupational Health and Safety Regulations.
- .9 Provide CSA approved safety boots meeting CSA Z195.
- .10 Provide other personal protective equipment, as may be required by the owner, depending on duties being performed.

1.23 TRAFFIC CONTROL

- .1 Provide traffic control measures when working on, or adjacent to, roadways in accordance with the "Traffic Control Manual for Roadwork Operations", Department of Transportation and Works.

1.24 EXCAVATION SAFETY

- .1 Protect excavations more than 1.25 metres deep against cave-ins or wall collapse by side wall sloping to the appropriate angle of repose, an engineered shoring/sheathing system or an approved trench box.
 - .1 Provide a ladder which can extend from the bottom of the excavation to at least 0.91 metres above the top of the excavation.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 29.06 – Health and Safety Requirements

Page 13 of 16

- .2 Ensure that all excavations less than 1.25 metres deep are effectively protected when hazardous ground movement may be expected.
- .3 Design trench boxes, certified by a registered Professional Engineer, and fabricated by a reputable manufacturer. Provide the manufacturer's Depth Certificate Statement permanently affixed. Use trench boxes in strict accordance with manufacturer's instructions and depth certification data.
- .4 For excavations deeper than six (6) metres, provide a certificate from a registered Professional Engineer stating that the protection methods proposed have been properly designed in accordance with accepted engineering practice. The engineer's certificate shall verify that the trench boxes, if used, are properly designed and constructed to suit the depth and soil conditions.
- .5 Ensure that the superintendent and every crew chief, foreperson and lead hand engaged in trenching operations or working in trenches have in his/her possession a copy of Occupational Health and Safety Regulations: Part XVII: Construction, Excavation and Demolition and Part XVIII: Excavation, Underground Work and Rock Crushing.

1.25

BLASTING OPERATIONS

- .1 Ensure blasting operations are carried out under the direct visual supervision of a certified Blaster either registered with the Industrial Training Division of the Department of Education or has been issued a certificate from completion of a program approved by Service NL. Ensure that the certificate level is appropriate for the blasting activities which will occur. Comply with the requirements of:
 - .1 Explosives Act.
 - .2 Explosives Regulations.
 - .3 Newfoundland Regulation 5/12, Occupational Health and Safety Regulations.
 - .4 Role of certified blaster set out in section 419 of the Occupational Health and Safety Regulations 5/12.
- .2 Store explosives in accordance with the "Explosives Act (Canada)" and transport, handle and use in the manner prescribed by the manufacturer of the substance and subject to specific regulations. An inventory of explosives shall be kept.
- .3 Ensure that workers required to transport explosives have a valid Transportation of Dangerous Goods Training Certification in accordance with the "Act to Promote Public Safety in the Transportation of Dangerous Goods, and the "Explosives Act (Canada)". Vehicle used to transport explosives on site shall be placarded and explosives shall be transported in containers lined with wood (reference section 428 of the Occupational Health and Safety Regulations 5/12 comply with section 42. Detonators shall not be placed in a magazine or daybox with other types of explosives or in a compartment of a vehicle with another type of explosive.
- .4 Use of explosives on site shall comply with the Occupational Health and Safety Regulations 5/12 General Blasting requirements set out in Part XIX of the Regulations.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .5 Loaded holes shall be clearly identified with barricades put in place to prevent access to the holes. Drilling shall not be done closer to a loaded bore hole than a distance half the total depth of the hole being drilled and in no case shall drilling be conducted at a distance closer than 6.0 m from a loaded borehole. Drill cuttings shall not be used as stemming material.
- .6 Advise the public by suitable public notices, advertisements, house to house contacts etc. for blasting operations in close proximity to areas occupied by the public. Advise of the warning device to be sounded and the procedure to be used before detonation of individual blasts. Roads and approaches to the danger area to be guarded or barricaded to prevent anyone from entering. Loaded holes which have not been fired by the end of the day shall not be left unattended.
- .7 Prior to detonation of a blast, give sufficient warning in every direction and ensure that all persons have reached a place of safety before the blast is fired.
- .8 File an Emergency Response Assistance Plan with the Explosives Branch, Natural Resources Canada.
- .9 Blaster shall:
 - .1 Be solely responsible for implementation of the Explosives Management Program.
 - .2 Have a valid blaster's safety certificate from the Department of Education Division of Institutions and Industrial Education, and have a valid temporary Magazine License, when required issued by Natural Resources Canada, for storage and explosives.
 - .3 Possess a thorough working knowledge of the Federal Explosives Act and Provincial Regulations.
 - .4 Possess a specialized training in handling storage and detonation of explosives.
 - .5 Keep a field journal concerning the blast activities.

1.26 CONFINED SPACE WORK

- .1 Comply with the Newfoundland and Labrador Occupational Health and Safety Regulations.
- .2 Ensure a hazard assessment has been conducted related to the confined space and the work to be performed within the space.
- .3 Provide approved air monitoring equipment where workers are working in confined spaces and ensure any test equipment to be used is calibrated, in good working order and used by trained persons.
- .4 Ensure all required PPE is provided to the workers and workers are trained in its use, care and selection.
- .5 Develop a confined space entry (CSE) program specific to the nature of work performed and in accordance with OH&S Act and Regulations and ensure supervisors and workers are trained in the confined space entry program. This shall include training on the CSE

permit system, rescue plan, testing, communication equipment and all equipment and safe work procedures conducted in and around the confined space.

- .1 Ensure that personal protective equipment and emergency rescue equipment appropriate to the nature of the work being performed is provided and used.
- .6 Provide and maintain training of workers through a provider certified by the WHSCC.
- .7 Provide Owner’s Representative with a copy of an “Entry Permit” for each entry into the confined space to ensure compliance Provincial Legislation.

1.27 HAZARDOUS MATERIALS

- .1 Should material resembling hazardous materials (e.g. asbestos/mould) not previously identified/documentated be encountered during the execution of work, stop work and notify Owner’s Representative. Do not proceed until written instructions have been received from Owner’s Representative.
- .2 Unless otherwise noted the services of a recognized Environmental Consultant to provide all air monitoring and testing services required by regulatory requirements for hazardous materials abatement and repair.

1.28 HEAVY EQUIPMENT

- .1 Ensure mobile equipment used on jobsite is of the type specified in OH&S Act and Regulations fitted with a Roll Over Protective (ROP) Structure and Falling Object Protective (FOP) Structure.
- .2 Provide certificate of training in Power Line Hazards for operators of heavy equipment.
- .3 Obtain written clearance from the power utility where equipment is used in close proximity to (within 5.5 metres) overhead or underground power lines.
- .4 Equip cranes with:
 - .1 A mechanism which will effectively prevent the hook assembly from running into the top boom pulley.
 - .2 A legible load chart.
 - .3 A maintenance log book.

1.29 TREE AND BRUSH CLEARING

- .1 Ensure workers using chain saws wear the following safety equipment:
 - .1 CSA safety hat.
 - .2 Hearing protection, e.g. ear muffs.
 - .3 CSA approved chain saw pants.
 - .4 CSA approved chain saw boots.
 - .5 CSA approved eye protection.
- .2 Ensure that all workers using brush saws wear the following safety equipment:

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 29.06 – Health and Safety Requirements

Page 16 of 16

- .1 CSA approved safety hat fitted with face screen or shield or approved safety glasses.
- .2 Hearing protection, e.g. ear muffs.
- .3 CSA approved safety footwear.
- .3 Equip chain saws with a safety chain break.
- .4 A safe work practice (SWP) must be developed, implemented and all workers trained in the SWP prior to undertaking such tasks and utilizing tree and brush clearing equipment.

1.30 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations of Work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 43 – Environmental Procedures

Page 1 of 2

PART 1 **GENERAL**

1.1 **FIRES**

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

1.2 **DISPOSAL OF WASTES**

- .1 Do not bury rubbish and waste materials on site.
- .2 Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.

1.3 **DRAINAGE**

- .1 Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .2 Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .3 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

1.4 **SITE CLEARING AND PLANT PROTECTION**

- .1 Protect trees and plants on site and adjacent properties where indicated.
- .2 Wrap in burlap, trees and shrubs adjacent to construction work, storage areas and trucking lanes, and encase with protective wood framework from grade level to height of 2 m.
- .3 Protect roots of designated trees to dripline during excavation and site grading to prevent disturbance or damage. Avoid unnecessary traffic, dumping and storage of materials over root zones.
- .4 Minimize stripping of topsoil and vegetation.
- .5 Restrict tree removal to areas indicated or designated by Owner's Representative.

1.5 **WORK ADJACENT TO WATERWAYS**

- .1 Do not operate construction equipment in waterways.
- .2 Do not use waterway beds for borrow material.
- .3 Do not dump excavated fill, waste material or debris in waterways.
- .4 Design and construct temporary crossings to minimize erosion to waterways.
- .5 Do not skid logs or construction materials across waterways.
- .6 Avoid indicated spawning beds when constructing temporary crossings of waterways.
- .7 Do not blast under water or within 100 m of indicated spawning beds.

1.6 **POLLUTION CONTROL**

- .1 Maintain temporary erosion and pollution control features installed under this contract.
- .2 Control emissions from equipment and plant to local authorities emission requirements.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 35 43 – Environmental Procedures

Page 2 of 2

- .3 Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
- .4 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.7 NOTIFICATION

- .1 Owner's Representative will notify Contractor in writing of observed non-compliance with Federal, Provincial or Municipal environmental laws or regulations, permits, and other elements of environmental protection. Contractor: after receipt of such notice, inform Owner's Representative of proposed corrective action and take such action as approved by Owner's Representative.
- .2 Owner's Representative may issue stop order of work until satisfactory corrective action has been taken.
- .3 No time extensions will be granted or equitable adjustments allowed to Contractor for such suspensions.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 GENERAL

1.1 SECTIONS INCLUDE

- .1 Inspection and testing, administrative and enforcement requirements.
- .2 Tests and mix designs.
- .3 Mock-ups.
- .4 Mill tests.
- .5 Equipment and system adjust and balance.

1.2 RELATED SECTIONS

- .1 Section 01 78 00 – Closeout Submittals
- .2 Section 01 33 00 – Submittal Procedures
- .3 Section 01 35 30 – Infection Control

1.3 INSPECTION

- .1 Allow Owner's Representative access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .2 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Owner's Representative instructions.
- .3 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .4 Owner's Representative may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Owner's Representative shall pay cost of examination and replacement.

1.4 INDEPENDENT INSPECTION AGENCIES

- .1 Independent Inspection/Testing Agencies will be engaged by Owner's Representative for purpose of inspecting and/or testing portions of Work.
- .2 If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and

irregularities as advised by Owner's Representative at no cost to Owner's Representative. Pay costs for retesting and re-inspection

- .3 Provide equipment required for executing inspection and testing by appointed agencies.
- .4 Employment of inspection/testing agencies does not relax responsibility to perform Work in accordance with Contract Documents.

1.5 ACCESS TO WORK

- .1 Allow inspection/testing agencies access to Work, off site manufacturing and fabrication plants.
- .2 Co-operate to provide reasonable facilities for such access.

1.6 PROCEDURES

- .1 Notify appropriate agency and Owner's Representative in advance of requirement for tests, in order that attendance arrangements can be made.
- .2 Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in Work.
- .3 Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

1.7 REJECTED WORK

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Owner's Representative as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.
- .3 If in opinion of Owner's Representative it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, Owner may deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which shall be determined by Owner's Representative.

1.8 REPORTS

- .1 Submit three (3) copies of inspection and test reports to Owner's Representative, plus electronic copies in PDF format.
- .2 Provide copy to Subcontractor of work being inspected or tested, manufacturer or fabricator of material being inspected or tested.

- .3 Include copy of all inspection and test reports in Commissioning Manuals.

1.9 MOCK-UPS

- .1 Prepare mock-ups for Work specifically requested in specifications. Include for Work of all Sections required to provide mock-ups.
- .2 Construct in all locations acceptable to Owner's Representative as specified in specific Section.
- .3 Prepare mock-ups for Owner's Representative review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.
- .4 Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .5 Remove mock-up at conclusion of Work or when acceptable to Owner's Representative
- .6 Specification section identifies whether mock-up may remain as part of Work or if it is to be removed and when.
- .7 Reviewed and accepted mock-ups will become standards of workmanship and material against which installed work will be verified.
- .8 Mock-ups may remain as part of Work.

1.10 EQUIPMENT AND SYSTEMS

- .1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.
- .2 Mechanical – Coordinate with mechanical division.
- .3 Electrical – Coordinate with electrical division.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 56 00 Temporary Barriers and Enclosures

Page 1 of 3

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Barriers.
- .2 Environmental Controls.
- .3 Traffic Controls.
- .4 Fire Routes.

1.2 RELATED SECTIONS

- .1 Section 01 51 00 – Temporary Utilities.
- .2 Section 01 52 00 – Construction Facilities.

1.3 INSTALLATION AND REMOVAL

- .1 Provide temporary controls in order to execute Work expeditiously.
- .2 Remove from site all such work after use.

1.4 HOARDING

- .1 Erect temporary site enclosures using 38 x 89 mm construction grade lumber framing at 600 mm centres, installed on 89 x 89 mm wood posts at 2400 mm centres or 50 mm dia. steel posts at 2400 mm centres. Posts to be placed in post holes filled with concrete to minimum 900 mm depth. Finish temporary site enclosures with 1200 x 2400 x 13 mm exterior grade fir plywood to CSA O121 or chain link fence fabric to Section 32 31 13 – Chain Link Fences and Gates.
- .2 Apply plywood panels or chain link fence fabric vertically flush and butt jointed.
- .3 Provide one lockable truck entrance gate and at least one pedestrian door as directed and conforming to applicable traffic restrictions on adjacent streets. Equip gates with locks and keys.
- .4 Erect and maintain pedestrian walkways including roof and side covers, complete with signs and electrical lighting as required by law.
- .5 Paint public side of site enclosure in selected colours with one coat primer to CGSB 1.189M and one coat exterior paint to CGSB 1.59. Maintain public side of enclosure in clean condition.
- .6 Provide barriers around trees and plants designated to remain. Protect from damage by equipment and construction procedures.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 56 00 Temporary Barriers and Enclosures

Page 2 of 3

1.5 GUARD RAILS AND BARRICADES

- .1 Provide secure, rigid guard rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs.
- .2 Provide as required by governing authorities.

1.6 WEATHER ENCLOSURES

- .1 Provide weather tight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- .2 Close off floor areas where walls are not finished; seal off other openings; enclose building interior work for temporary heat.
- .3 Erect enclosures to allow access for installation of materials and working inside enclosure.
- .4 Design enclosures to withstand wind pressure and snow loading.

1.7 DUST TIGHT SCREENS

- .1 Provide dust tight screens or insulated partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- .2 Maintain and relocate protection until such work is complete.

1.8 ACCESS TO SITE

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.
- .2 Build and maintain temporary roads where indicated or directed and provide snow removal during period on work.
- .3 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractor's use of roads.

1.9 PUBLIC TRAFFIC FLOW

- .1 Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.

1.10 FIRE ROUTES

- .1 Maintain access to property including overhead clearances for use by emergency response vehicles.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 56 00 Temporary Barriers and Enclosures

Page 3 of 3

1.11 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY

- .1 Protect surrounding private and public property from damage during performance of Work.
- .2 Be responsible for damage incurred.

1.12 PROTECTION OF BUILDING FINISHES

- .1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- .2 Provide necessary screens, covers, and hoardings.
- .3 Confirm with Owner's Representative locations and installation schedule 3 days prior to installation.
- .4 Be responsible for damage incurred due to lack of or improper protection.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 73 00 – Execution

Page 1 of 3

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Requirements and limitations for cutting and patching the Work.

1.2 RELATED SECTIONS

- .1 Section 01 11 00 - Summary of Work.
- .2 Section 01 33 00 - Submittal Procedures.

1.3 SUBMITTALS

- .1 Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of any element of Project.
 - .2 Integrity of weather-exposed or moisture-resistant elements.
 - .3 Efficiency, maintenance, or safety of any operational element.
 - .4 Visual qualities of sight-exposed elements.
 - .5 Work of Owner or separate contractor.
- .2 Include in request:
 - .1 Identification of Project.
 - .2 Location and description of affected Work.
 - .3 Statement on necessity for cutting or alteration.
 - .4 Description of proposed Work, and products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on Work of Owner or separate contractor.
 - .7 Written permission of affected separate contractor.
 - .8 Date and time work will be executed.

1.4 PREPARATION

- .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- .2 After uncovering, inspect conditions affecting performance of Work.
- .3 Beginning of cutting or patching means acceptance of existing conditions.
- .4 Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
- .5 Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 73 00 – Execution

Page 2 of 3

- .6 Obtain Owner's Representative's approval before cutting, boring or sleeving load-bearing members.

1.5 EXECUTION

- .1 Execute cutting, fitting, and patching including excavation and fill, to complete Work.
- .2 Fit several parts together, to integrate with other Work.
- .3 Uncover Work to install ill-timed Work.
- .4 Remove and replace defective and non-conforming Work.
- .5 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work.
- .6 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .7 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .8 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .9 Restore work with new products in accordance with requirements of Contract Documents.
- .10 Fit Work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .11 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with fire stopping material full thickness of the construction element.
- .12 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.
- .13 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.
- .14 Make cuts with clean, true, smooth edges.
- .15 Where new work connects with existing, and where existing work is altered, cut, patch and make good to match existing work.

1.6 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials in accordance with Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 73 00 – Execution

Page 3 of 3

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**
Section 01 74 11 – Cleaning

Issued For Tender

Page 1 of 3

PART 1 GENERAL

1.1 GENERAL

- .1 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- .2 Store volatile waste in covered metal containers and remove from premises at end of each working day.
- .3 Provide adequate ventilation during use of volatile or noxious substances. Use for building ventilation systems is not permitted for this purpose.

1.2 RELATED SECTION

- .1 Section 01 77 00 - Closeout Procedures.

1.3 PROJECT CLEANLINESS

- .1 Maintain Work in tidy condition, free from accumulation of waste products and debris, other than that caused by Owner or other Contractors.
- .2 Remove waste materials and debris from site at the end of each working day. Do not burn waste materials on site.
- .3 Clear snow and ice from access to building.
- .4 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5 Provide on-site containers for collection of waste materials and debris.
- .6 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.
- .7 Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- .8 Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .9 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .10 Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

1.4 FINAL CLEANING

- .1 Refer to General Conditions.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 74 11 – Cleaning

Page 2 of 3

- .2 When Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- .3 Remove waste products and debris other than that caused by others, and leave Work clean and suitable for occupancy.
- .4 When the Work is Totally Performed, remove surplus products, tools, construction machinery and equipment. Remove waste products and debris other than that caused by the Owner or other Contractors.
- .5 Remove waste materials from the site at regularly scheduled times or dispose of as directed by the Owner's Representative. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Leave the work broom clean before the inspection process commences.
- .8 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- .9 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fittings, walls, floors and ceilings.
- .10 Clean lighting reflectors, lenses, and other lighting surfaces.
- .11 Vacuum clean and dust building interiors, behind grilles, louvres and screens.
- .12 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
- .13 Inspect finishes, fittings and equipment and ensure specified workmanship and operation.
- .14 Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.
- .15 Remove dirt and other disfiguration from exterior surfaces.
- .16 Clean and sweep roofs.
- .17 Sweep and wash clean paved areas.
- .18 Clean equipment and fixtures to a sanitary condition; clean or replace filters of mechanical equipment.
- .19 Remove snow and ice from access to building.

Asphalt Paving of Parking Area
Western Memorial Regional Hospital
Section 01 74 11 – Cleaning

Issued For Tender

Page 3 of 3

1.5 WASTE MANAGEMENT AND DISPOSAL

- .1 Separate waste materials in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 Text, schedules and procedures for systematic Waste Management Program for construction, deconstruction, demolition, and renovation projects, including:
 - .1 Diversion of Materials.
 - .2 Waste Audit (WA) - Schedule A.
 - .3 Waste Reduction Workplan (WRW) - Schedule B.
 - .4 Demolition Waste Audit (DWA) - Schedule C.
 - .5 Cost/Revenue Analysis Workplan (CRAW) - Schedule D.
 - .6 Materials Source Separation Program (MSSP).
 - .7 Canadian Governmental Responsibility for the Environment Resources - Schedule E.

1.2 DEFINITIONS

- .1 Demolition Waste Audit (DWA): Relates to actual waste generated from project.
- .2 Materials Source Separation Program (MSSP): Consists of series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.
- .3 Recyclable: Ability of product or material to be recovered at end of its life cycle and re-manufactured into new product for reuse by others.
- .4 Recycle: Process by which waste and recyclable materials are transformed or collected for purpose of being transferred into new products.
- .5 Recycling: Process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for purpose of using in altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- .6 Reuse: Repeated use of product in same form but not necessarily for same purpose. Reuse includes:
 - .1 Salvaging reusable materials from re-modelling projects, before demolition stage, for resale, reuse on current project or for storage for use on future projects.
 - .2 Returning reusable items including pallets or unused products to vendors.
- .7 Salvage: Removal of structural and non-structural materials from deconstruction/disassembly projects for purpose of reuse or recycling.
- .8 Separate Condition: Refers to waste sorted into individual types.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender Section 01 74 21 – Construction/Demolition Waste Management and Disposal Page 2 of 4

- .9 Source Separation: Acts of keeping different types of waste materials separate beginning from first time they became waste.

1.3 MATERIALS SOURCE SEPARATION PROGRAM (MSSP)

- .1 Prepare MSSP and have ready for use prior to project start-up.
- .2 Implement MSSP for waste generated on project in compliance with approved methods and as reviewed by authorities having jurisdiction.
- .3 Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and recyclable materials.
- .4 Provide containers to deposit reusable and recyclable materials.
- .5 Locate containers in locations, to facilitate deposit of materials without hindering daily operations.
- .6 Locate separated materials in areas which minimize material damage.
- .7 Collect, handle, store on-site, and transport off-site, salvaged materials in separate condition.
 - .1 Transport to recycling facility.

1.4 STORAGE, HANDLING AND PROTECTION

- .1 Unless specified otherwise, materials for removal become Contractor's property.
- .2 Protect, stockpile, store and catalogue salvaged items.
- .3 Separate non-salvageable materials from salvaged items. Transport and deliver non-salvageable items to approved local facility.
- .4 Protect structural components not removed for demolition from movement or damage.
- .5 Support affected structures. If safety of building is endangered, cease operations and immediately notify Department having jurisdiction.
- .6 Protect surface drainage, mechanical and electrical from damage and blockage.
- .7 Separate and store materials produced during dismantling of structures in designated areas.
- .8 Prevent contamination of materials to be salvaged and recycled and handle materials in accordance with requirements for acceptance by designated facilities.
 - .1 On-site source separation is recommended.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

1.5 DISPOSAL OF WASTES

- .1 Do not bury rubbish or waste materials.
- .2 Do not dispose of any waste into waterways, storm, or sanitary sewers.
- .3 Remove materials from deconstruction as deconstruction/disassembly Work progresses.
- .4 Prepare project summary to verify destination and quantities on a material-by-material basis as identified in pre-demolition material audit.

1.6 USE OF SITE AND FACILITIES

- .1 Execute work with least possible interference or disturbance to normal use of premises.
- .2 Provide security measures approved by Owner’s Representative.

1.7 SCHEDULING

- .1 Coordinate Work with other activities at site to ensure timely and orderly progress of Work.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION

3.1 APPLICATION

- .1 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

3.2 CLEANING

- .1 Remove tools and waste materials on completion of Work, and leave work area in clean and orderly condition.
- .2 Clean-up work area as work progresses.
- .3 Source separate materials to be reused/recycled into specified sort areas.

3.3 DIVERSION OF MATERIALS

- .1 From following list, separate materials from general waste stream and stockpile in separate piles or containers, as reviewed by Owner’s Representative and consistent with applicable fire regulations.
 - .1 Mark containers or stockpile areas.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender Section 01 74 21 – Construction/Demolition Waste Management & Disposal Page 4 of 4

- .2 Provide instruction on disposal practices.
- .2 On-site sale or distribution of salvaged materials to third parties is not permitted.

END OF SECTION

PART 1 GENERAL

1.1 RELATED SECTIONS

- .1 Section 01 74 11 - Cleaning.
- .2 Section 01 78 00 - Closeout Submittals.
- .3 Section 01 91 13 – General Commissioning (Cx) Requirements.

1.2 FINAL INSPECTION AND DECLARATION PROCEDURES

- .1 Contractor's Inspection: The Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects; repair as required. Notify the Owner's Representative in writing of satisfactory completion of the Contractor's Inspection and that corrections have been made. Request an Owner's Representative's Consultant's Inspection.
- .2 Owner's Representative's Inspection: Owner's Representative and the Contractor will perform an inspection of the Work to identify obvious defects or deficiencies. The contractor shall correct Work accordingly.
- .3 Completion: submit written certificate that the following have been performed:
 - .1 Work has been completed and inspected for compliance with Contract Documents.
 - .2 Defects have been corrected and deficiencies have been completed.
 - .3 Equipment and systems have been tested, adjusted and balanced and are fully operational.
 - .4 Certificates required by Fire Commissioner, Utility companies have been submitted.
 - .5 Operation of systems have been demonstrated to Owner's personnel.
 - .6 Work is complete and ready for Final Inspection.
- .4 Final Inspection: When items noted above are completed, request final inspection of Work by the Owner's Representative, representative of Western Health and the Contractor. If Work is deemed incomplete by the Owner's Representative, complete outstanding items and request a reinspection.
- .5 Declaration of Substantial Performance: When the Owner's Representative considers deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for Certificate of Substantial Performance. Refer to General Conditions for specifics to application.
- .6 Commencement of Lien and Warranty Periods: The date of Western Health acceptance of the submitted declaration of Substantial Performance shall be the date for commencement for the warranty period and commencement of the lien period.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 77 00 – Closeout Procedures

Page 2 of 2

- .7 Declaration of Total Performance: When the Owner's Representative considers final deficiencies and defects have been corrected and it appears requirements of the Contract have been totally performed, make application for certificate of Total Performance. Refer to General Conditions for specifics to application. If Work is deemed incomplete by the Consultant, complete the outstanding items and request a reinspection.

1.3 REINSPECTION

- .1 Should status of work require reinspection by Owner's Representative due to failure of work to comply with Contractor's claims for inspection, Owner will deduct amount of compensation for reinspection services from payment to Contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 1 of 8

PART 1 GENERAL

1.1 SECTION INCLUDES

- .1 As-built, samples, and specifications.
- .2 Equipment and systems.
- .3 Product data, materials and finishes, and related information.
- .4 Operation and maintenance data.
- .5 Spare parts, special tools and maintenance materials.
- .6 Warranties and bonds.
- .7 Final site survey.
- .8 Copies of all relevant final inspection/certification reports (e.g. medical gas certification, utility company and fire marshall inspection reports, etc.)
- .9 Copies of Infection Control testing reports (e.g. water and air quality testing reports, if tests required).

1.2 RELATED SECTIONS

- .1 Section 01 33 00 – Submittal Procedures.
- .2 Section 01 45 00- Quality Control.
- .3 Section 01 77 00 - Closeout Procedures.
- .4 Section 01 91 13 – General Commissioning (Cx) Requirements.

1.3 SUBMISSION

- .1 Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- .2 Submit one copy of completed volumes in final form 15 days prior to final inspection.
- .3 Copy will be returned after final inspection, with Owner’s Representative’s comments.
- .4 Revise content of documents as required prior to final submittal.
- .5 Two weeks prior to Substantial Performance of the Work, submit to the Owner’s Representative, two final copies of operating and maintenance manuals.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 2 of 8

- .6 Ensure spare parts, maintenance materials and special tools provided are new, undamaged or defective, and of same quality and manufacture as products provided in Work.
- .7 If requested, furnish evidence as to type, source and quality of products provided.
- .8 Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- .9 Pay costs of transportation.

1.4 FORMAT

- .1 Organize data in the form of an instructional manual.
- .2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf 219 x 279 mm with spine and face pockets.
- .3 When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine.
- .4 Cover: Identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.
- .5 Arrange content under Section numbers and sequence of Table of Contents.
- .6 Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- .7 Text: Manufacturer's printed data, or typewritten data.
- .8 Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- .9 Provide CAD files in DWG format on CD. Also provide electronic files in PDF format.

1.5 CONTENTS - EACH VOLUME

- .1 Table of Contents: provide title of project; names, addresses, and telephone numbers of Consultant and Contractor with name of responsible parties; schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
 - .1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 3 of 8

- .5 Typewritten Text: as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 45 00 - Quality Control.
- .6 Training: Refer to Section 01 91 13 – General Commissioning (Cx) Requirements.

1.6 AS-BUILTS AND SAMPLES

- .1 In addition to requirements in General Conditions, maintain at the site for Owner's Representative one record copy of:
 - .1 Contract Drawings.
 - .2 Specifications.
 - .3 Addenda.
 - .4 Change Orders and other modifications to the Contract.
 - .5 Reviewed shop drawings, product data, and samples.
 - .6 Field test records.
 - .7 Inspection certificates.
 - .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by Owner's Representative.

1.7 RECORDING ACTUAL SITE CONDITIONS

- .1 Record information on set of blue line opaque drawings, provided by Owner's Representative.
- .2 Provide felt tip marking pens, maintaining red color pens for recording information.
- .3 Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
- .4 Contract Drawings and shop drawings: legibly mark each item to record actual construction, including:
 - .1 Measured depths of elements of foundation in relation to finish first floor datum.
 - .2 Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 4 of 8

- .3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
- .4 Field changes of dimension and detail.
- .5 Changes made by change orders.
- .6 Details not on original Contract Drawings.
- .7 References to related shop drawings and modifications.
- .5 Specifications: legibly mark each item to record actual construction, including:
 - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - .2 Changes made by Addenda and change orders.
- .6 Other Documents: submit manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.
- .7 At completion of project, provide all recorded information on print drawings. Transfer recorded information to AutoCAD files in DWG format. Submit DWG files, also with electronic files in PDF format as part of the Closeout Submittals.

1.8 FINAL SURVEY

- .1 Submit final site survey certificate certifying that elevations and locations of completed Work are in conformance, or non-conformance with Contract Documents.

1.9 EQUIPMENT AND SYSTEMS

- .1 Each Item of Equipment and Each System: include description of unit or system, and component parts. Give function, normal operation characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- .2 Panel board circuit directories: provide electrical service characteristics, controls, and communications.
- .3 Include installed colour coded wiring diagrams.
- .4 Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- .5 Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- .6 Provide servicing and lubrication schedule, and list of lubricants required.
- .7 Include manufacturer's printed operation and maintenance instructions.
- .8 Include sequence of operation by controls manufacturer.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 5 of 8

- .9 Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- .10 Provide installed control diagrams by controls manufacturer.
- .11 Provide Contractor's coordination drawings, with installed colour coded piping diagrams.
- .12 Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- .13 Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- .14 Include test and balancing reports
- .15 Additional requirements: As specified in individual specification sections.

1.10 MATERIALS AND FINISHES

- .1 Building Products, Applied Materials, and Finishes: include product data, with catalogue number, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured products.
- .2 Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .3 Moisture-protection and Weather-exposed Products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- .4 Additional Requirements: as specified in individual specifications sections.

1.11 SPARE PARTS

- .1 Provide spare parts, in quantities specified in individual specification sections.
- .2 Provide items of same manufacture and quality as items in Work.
- .3 Deliver to site location as directed; place and store.
- .4 Receive and catalogue all items. Submit inventory listing to Owner's Representative. Include approved listings in Maintenance Manual.
- .5 Obtain receipt for delivered products and submit prior to final payment.

1.12 MAINTENANCE MATERIALS

- .1 Provide maintenance and extra materials, in quantities specified in individual specification sections.
- .2 Provide items of same manufacture and quality as items in Work.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 6 of 8

- .3 Deliver to site location as directed; place and store.
- .4 Receive and catalogue all items. Submit inventory listing to Owner's Representative. Include approved listings in Maintenance Manual.
- .5 Obtain receipt for delivered products and submit prior to final payment.

1.13 SPECIAL TOOLS

- .1 Provide special tools, in quantities specified in individual specification section.
- .2 Provide items with tags identifying their associated function and equipment.
- .3 Deliver to project site place and store.
- .4 Receive and catalogue all items. Submit inventory listing to Owner's Representative. Include approved listings in Maintenance Manual.

1.14 STORAGE, HANDLING AND PROTECTION

- .1 Store spare parts, maintenance materials, and special tools in manner to prevent damage or deterioration.
- .2 Store in original and undamaged condition with manufacturer's seal and labels intact.
- .3 Store components subject to damage from weather in weatherproof enclosures.
- .4 Store paints and freezable materials in a heated and ventilated room.
- .5 Remove and replace damaged products at own expense and to satisfaction of Owner's Representative.

1.15 WARRANTIES AND BONDS

- .1 Develop warranty management plan to contain information relevant to Warranties.
- .2 Submit warranty management plan to Owner's Representative's approval.
- .3 Warranty management plan to include required actions and documents to assure that Owner receives warranties to which it is entitled.
- .4 Provide plan in narrative form and contain sufficient detail to make it suitable for use by future maintenance and repair personnel.
- .5 Assemble approved information in binder and submit upon acceptance of work. Organize binder as follows:
 - .1 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.
 - .2 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 7 of 8

- .3 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work.
- .4 Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.
- .5 Verify that documents are in proper form, contain full information, and are notarized.
- .6 Co-execute submittals when required.
- .7 Retain warranties and bonds until time specified for submittal.
- .6 Include information contained in warranty management plan as follows:
 - .1 Roles and responsibilities of personnel associated with warranty process, including points of contact and telephone numbers within the organizations of Contractors, subcontractors, manufacturers or suppliers involved.
 - .2 Listing and status of delivery of Certificates of Warranty for extended warranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and commissioned systems such as fire protection, alarm systems, sprinkler systems, lightning protection systems.
 - .3 Provide list for each warranted equipment, item, feature of construction or system indicating:
 - .1 Name of item.
 - .2 Model and serial numbers.
 - .3 Location where installed.
 - .4 Name and phone numbers of manufacturers or suppliers.
 - .5 Names, addresses and telephone numbers of sources of spare parts.
 - .6 Warranties and terms of warranty: include one-year overall warranty of construction. Indicate items that have extended warranties and show separate warranty expiration dates.
 - .7 Cross-reference to warranty certificates as applicable.
 - .8 Starting point and duration of warranty period.
 - .9 Summary of maintenance procedures required to continue warranty in force.
 - .10 Cross-Reference to specific pertinent Operation and Maintenance manuals.
 - .11 Organization, names and phone numbers of persons to call for warranty service.
 - .12 Typical response time and repair time expected for various warranted equipment.
 - .4 Procedure and status of tagging of equipment covered by extended warranties.
 - .5 Post copies of instructions near selected pieces of equipment where operation is critical for warranty and/or safety reasons.
- .7 Respond in a timely manner to oral or written notification of required construction warranty repair work.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 01 78 00 – Closeout Submittals

Page 8 of 8

- .8 Written verification will follow oral instructions. Failure to respond will be cause for the Owner's Representative to proceed with action against Contractor.

1.16 PRE-WARRANTY CONFERENCE

- .1 Meet with Owner's Representative to develop understanding of requirements of this section. Schedule meeting prior to contract completion, and at time designated by Owner's Representative.
- .2 Owner's Representative will establish communication procedures for:
- .1 Notification of construction warranty defects.
 - .2 Determine priorities for type of defect.
 - .3 Determine reasonable time for response.

1.17 WARRANTY TAGS

- .1 Tag, at time of installation, each extended warranted item. Provide durable, oil and water resistant tag approved by Owner's Representative.
- .2 Leave date of acceptance until project is accepted for occupancy.
- .3 Indicate following information on tag:
- .1 Type of product/material.
 - .2 Model number.
 - .3 Serial number.
 - .4 Contract number.
 - .5 Warranty period.
 - .6 Inspector's signature.
 - .7 Construction Contractor.

PART 2 PRODUCTS (NOT APPLICABLE)

PART 3 EXECUTION (NOT APPLICABLE)

END OF SECTION

PART 1 GENERAL

1.1 SECTIONS INCLUDES

- .1 Methods and procedures for demolishing, salvaging, recycling and removing sitework items designated to be removed in whole or in part, and for backfilling resulting trenches and excavations.

1.2 RELATED SECTIONS

- .1 Section 01 33 00 – Submittal Procedures
- .2 Section 01 35 43 - Environmental Procedure
- .3 Section 01 45 00 - Quality Control

1.3 SUBMITTALS

- .1 Shop drawings
 - .1 Submit for approval drawings, diagrams or details showing sequence of demolition work and supporting structures and underpinning, where required by authorities having jurisdiction.
 - .2 Submit drawings stamped and signed by qualified professional engineer licensed in Province of Newfoundland and Labrador, Canada.
- .2 Hazardous Materials: provide description of Hazardous Materials and Notification of Filing with proper authorities prior to beginning of Work as required.
- .3 Submit plan indicating:
 - .1 Descriptions of and anticipated quantities of materials to be salvaged, reused, recycled and landfilled.
 - .2 Schedule of selective demolition.
 - .3 Number and location of dumpsters.
 - .4 Anticipated frequency of tippage.
- .4 Submit copies of certified weigh bills, bills of landing from authorized disposal sites and reuse and recycling facilities for material removed from upon request from Owner's Representative.

1.4 QUALITY ASSURANCE

- .1 Convene pre-installation meeting one week prior to beginning work of this section to:
 - .1 Verify project requirements.
 - .2 Review installation and substrate conditions.
 - .3 Co-ordination with building subtrades.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 02 41 13 - Selective Site Demolition

Page 2 of 4

- .2 Arrange for site visit with Owner's Representative to examine existing site conditions adjacent to demolition work, prior to start of Work.
- .3 Hold project meetings every month.
 - .1 Ensure key personnel, site supervisor, project manager, subcontractor representatives attend.

1.5 DELIVERY, STORAGE AND HANDLING

- .1 Protect existing items designated to remain and items designated for salvage. In event of damage to such items, immediately replace or make repairs to approval of Owner's Representative and at no cost to Owner's Representative.
- .2 Remove and store materials to be salvaged, in manner to prevent damage.
- .3 Store and protect in accordance with requirements for maximum preservation of material.

1.6 SITE CONDITIONS

- .1 In all circumstances ensure that demolition work does not adversely affect adjacent water courses groundwater and wildlife, or contribute to excess air and noise pollution.
- .2 Do not dispose, of waste or volatile materials such as mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Ensure proper disposal procedures are maintained throughout project.
- .3 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers, or onto adjacent properties.
- .4 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.
- .5 Protect trees, plants and foliage on site and adjacent properties where indicated.

1.7 EXISTING CONDITIONS

- .1 Prior to start of any demolition work remove contaminated or hazardous materials as defined by authorities having jurisdiction from site and dispose of at designated disposal facilities

1.8 SCHEDULING

- .1 Employ necessary means to meet project time lines without compromising specified minimum rates of material diversion.
- .2 Notify Owner's Representative in writing when unforeseen delays occur.

PART 2 **PRODUCTS (NOT APPLICABLE)**

PART 3 **EXECUTION**

3.1 **PREPARATION**

- .1 Inspect site with Owner's Representative and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- .2 Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- .3 Notify and obtain approval of utility companies before starting demolition.

3.2 **REMOVAL OPERATIONS**

- .1 Remove items as indicated.
- .2 Do not disturb items designated to remain in place.
- .3 Removal of Pavements, Curbs and Gutters
 - .1 Square up adjacent surfaces to remain in place by saw cutting or other method approved by Owner's Representative.
 - .2 Protect adjacent joints and load transfer devices.
 - .3 Protect underlying and adjacent granular material.
- .4 When removing asphalt pavement for subsequent incorporation into hot mix asphalt concrete paving, prevent contamination with base course aggregates.
- .5 When removing pipes under existing or future pavement area, excavate at least 300mm below pipe invert.
- .6 Decommission water wells and monitoring wells in accordance with Provincial guidelines and regulations.
- .7 Removal from site
 - .1 Interim removal of stockpiled material will be required by Owner's Representative, if it is deemed to interfere with operations of Owner's Representative, Owner or other contractors.
- .8 Sealing
 - .1 Seal pipe ends and walls of manholes or catch basins as indicated. Securely plug to form watertight seal.
- .9 Backfill
 - .1 Backfill in areas as indicated

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 02 41 13 - Selective Site Demolition

Page 4 of 4

3.3 RESTORATION

- .1 Restore areas and existing works outside areas of demolition to match conditions of adjacent, undisturbed areas.
- .2 Use soil treatments and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

3.4 CLEAN UP

- .1 Upon completion of work, remove debris, trim surfaces and leave work site clean.
- .2 Use cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 31 00 00.01 – Earthwork and Related Work

Page 1 of 4

PART 1 GENERAL

1.1 REFERENCES

- .1 American Society for Testing and Materials International (ASTM)
 - .1 ASTM D 698, Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400ft-lbf/ft³) (600kN-m/m³).
- .2 Canadian Standards Association (CSA International)
 - .1 CSA-A23.1/A23.2, Concrete Materials and Methods of Concrete Construction/Methods of Test and Standard Practices for Concrete.
 - .2 CSA A3000, Cementitious Materials Compendium.

1.2 Quality assurance/regulatory requirements

- .1 Shore and brace excavations, protect slopes and banks and perform all work in accordance with Provincial and Municipal regulations whichever is more stringent.
- .2 Comply with Explosives Act of Canada.
- .3 Perform blasting in accordance with Provincial and Municipal regulations. Repair damage to approval of Owner's Representative.
- .4 No blasting will be permitted within 3 m of any building and where damage would result.

1.3 TESTS AND INSPECTIONS

- .1 Testing of materials and compaction of backfill and fill will be carried out by testing laboratory designated by Owner's Representative.
- .2 Not later than one week before backfilling or filling, provide to designated testing agency, 23 kg sample of backfill for fill material proposed for use.
- .3 Do not begin backfilling or filling operations until material has been approved for use by Owner's Representative.
- .4 Not later than 48 hours before backfilling or filling with approved material, notify Owner's Representative so that compaction tests can be carried out by designated testing agency.
- .5 Before commencing work, conduct, with Owner's Representative, condition survey of existing structures, trees and other plants, lawns, fencing, service poles, wires, rail tracks and paving, survey bench marks and monuments which may be affected by work.

1.4 EXISTing conditions

- .1 Examine soil report available from Owner's Representative.
- .2 Before commencing work verify the location of all buried services on and adjacent to the site.
- .3 Arrange with appropriate authority for relocation of buried services that interfere with execution of work. Pay costs of relocating services.
- .4 Remove obsolete buried services within 2 m of foundations. Cap cut-offs.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 31 00 00.01 – Earthwork and Related Work

Page 2 of 4

PART 2 PRODUCTS

2.1 MATERIALS

- .1 Granular B-Type I, B-Type II, Select Subgrade to OPSS1010. Sand to OPSS1004.
- .2 Crushed Granular to CCDG14.02.
- .3 Unshrinkable fill: proportioned and mixed to provide:
 - .1 Maximum compressive strength of 0.4 MPa at 28 days.
 - .2 Maximum Portland cement content of 25 kg/m³.
 - .3 Minimum strength of 0.07 MPa at 24 h.
 - .4 Concrete aggregates: to CSA-A23.1/A23.2,
 - .5 Cement: to CSA A3000, Type GU.
 - .6 Slump: 160 to 200 mm.

PART 3 EXECUTION

3.1 PROTECTION/PROTECTION

- .1 Protect excavations from freezing.
- .2 Keep excavations clean, free of standing water, and loose soil.
- .3 Where soil is subject to significant volume change due to change in moisture content, cover and protect to Owner's Representative's Consultants approval.
- .4 Protect natural and man-made features required to remain undisturbed. Unless otherwise indicated or located in an area to be occupied by new construction, protect existing trees from damage.
- .5 Protect buried services that are required to remain undisturbed.

3.2 CLEARING AND GRUBBING

- .1 Remove trees, stumps, logs, brush, shrubs, bushes, vines, undergrowth, rotten wood, dead plant material, exposed boulders and debris within areas designated on drawings.
- .2 Remove stumps and tree roots below footings, slabs, and paving, and to 600 mm below finished grade elsewhere.
- .3 Dispose of cleared and grubbed material off site daily to disposal areas acceptable to authority having jurisdiction.

3.3 EXCAVATION

- .1 Shore and brace excavations, protect slopes and banks and perform work in accordance with Provincial regulations.
- .2 Perform blasting in accordance with Provincial regulations: repair damage as directed by Owner's Representative.
- .3 Strip topsoil over areas to be covered by new construction, over areas where grade changes are required, and so that excavated material may be stockpiled without covering topsoil.
 - .1 Stockpile topsoil on site for later use.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 31 00 00.01 – Earthwork and Related Work

Page 3 of 4

- .4 Excavate as required to carry out work, in all materials met.
 - .1 Do not disturb soil or rock below bearing surfaces.
 - .2 Notify Owner's Representative when excavations are complete.
 - .3 If bearings are unsatisfactory, additional excavation will be authorized in writing and paid for as additional work. Excavation taken below depths shown without Owner's Representative written authorization to be filled with concrete of same strength as for footings at Contractor's expense.
- .5 Excavate trenches to provide uniform continuous bearing and support for 150 mm thickness of pipe bedding material on solid and undisturbed ground.
 - .1 Trench widths below point 150 mm above pipe not to exceed diameter of pipe plus 600 mm.
- .6 Excavate for slabs and paving to subgrade levels.
 - .1 In addition, remove all topsoil, organic matter, debris and other loose and harmful matter encountered at subgrade level.

3.4 BACKFILLING

- .1 Inspection: do not commence backfilling until fill material and spaces to be filled have been inspected and approved by Owner's Representative.
- .2 Remove snow, ice, construction debris, organic soil and standing water from spaces to be filled.
- .3 Lateral support: maintain even levels of backfill around structures as work progresses, to equalize earth pressures.
- .4 Compaction of subgrade: compact existing subgrade under walks, paving, and slabs on grade, to same compaction as specified for fill.
 - .1 Fill excavated areas with selected subgrade material or gravel and sand compacted as specified for fill.
- .5 Placing:
 - .1 Place backfill, fill and base course material in 150 mm lifts. Add water as required to achieve specified density.
- .6 Compaction: compact each layer of material to following densities for material to ASTM D698,
 - .1 To underside of basecourses: 95%.
 - .2 Basecourses: 100%.
 - .3 Elsewhere: 90%.
- .7 In trenches:
 - .1 Up to 300 mm above pipe or conduit: sand placed by hand.
 - .2 Over 300 mm above pipe or conduit: native material approved by Owner's Representative.
- .8 Under seeded and sodded areas: use site excavated material to bottom of topsoil except in trenches and within 600 mm of foundations.
- .9 Blown rock material, not capable of fine grading, is not acceptable, imported material must be placed on this type of material.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 31 00 00.01 – Earthwork and Related Work

Page 4 of 4

.10 Against foundations (except as applicable to trenches and under slabs and paving): excavated material or imported material with no stones larger than 200 mm diameter within 600 mm of structures.

.11 Underground tanks: use sand to bottom of granular basecourses or to bottom of topsoil, as applicable.

3.5 GRADING

.1 Grade so that water will drain away from buildings, walls and paved areas, to catch basins and other disposal areas approved by the Owner's Representative.

.1 Grade to be gradual between finished spot elevations shown on drawings.

3.6 SHORTAGE AND SURPLUS

.1 Supply all necessary fill to meet backfilling and grading requirements and with minimum and maximum rough grade variance.

.2 Dispose of surplus material off site.

3.7 CLEANING

.1 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

PART 4 GENERAL

4.1 RELATED SECTIONS

- .1 Section 01 33 00 - Submittal Procedures.
- .2 Section 03 30 00 – Cast-in-Place Concrete.
- .3 Section 31 23 33.01 – Excavating, Trenching and Backfilling.
- .4 Section 32 11 16.01 – Granular Sub Base.
- .5 Section 32 11 23 – Aggregate Base Courses.
- .6 Section 32 12 16.02 – Asphalt Paving for Building Sites.

4.2 REFERENCES

- .1 American Society for Testing and Materials (ASTM International).
 - .1 ASTM D4791, Standard Test Method for Flat Particles, Elongated Particles, or Flat and Elongated Particles in Coarse Aggregate.

4.3 SOURCE QUALITY CONTROL

- .1 Source of materials to be incorporated into work or stockpiles requires approval.
- .2 Inform Owner’s Representative of proposed source of aggregates and provide access for sampling at least 4 weeks prior to commencing production.
- .3 If, in opinion of Owner’s Representative, materials from proposed source do not meet, or cannot reasonably be processed to meet, specified requirements, locate an alternative source or demonstrate that material from source in question can be processed to meet specified requirements.
- .4 Should a change of material source be proposed, advise Owner’s Representative 4 weeks in advance of proposed change to allow sampling and testing.
- .5 Acceptance of material at source does not preclude future rejection if it is subsequently found to lack uniformity, or if its field performance is found to be satisfactory.

4.4 SAMPLES

- .1 Aggregate will be subject to continual sampling by Owner’s Representative during production.
- .2 Provide Owner’s Representative with access to source and processed material for sampling and testing.
- .3 Bear the cost of sampling and testing of aggregates which fail to meet specified requirements.

PART 5 PRODUCTS

5.1 MATERIALS

- .1 Aggregate quality: sound, hard, durable material free from soft, thin, elongated or laminated particles, organic material, clay lumps or minerals, or other substances that would act in deleterious manner for use intended.

- .2 Flat and elongated particles of coarse aggregate: to ASTM D4791.
 - .1 Greatest dimension to exceed five times least dimension.
- .3 Fine aggregates satisfying requirements of applicable section to be one, or blend of following:
 - .1 Natural sand.
 - .2 Manufactured sand.
 - .3 Screenings produced in crushing of quarried rock, boulders, gravel or slag.
- .4 Coarse aggregates satisfying requirements of applicable section to be one of or blend of following:
 - .1 Crushed rock or slag.
 - .2 Gravel and crushed gravel composed of naturally formed particles of stone.

PART 6 EXECUTION

6.1 TOPSOIL STRIPPING

- .1 Do not handle topsoil while in wet or frozen condition or in any manner in which soil structure is adversely affected.
- .2 Commence topsoil stripping of areas as indicated after area has been cleared and removed from site.
- .3 Strip topsoil to depths as indicated. Avoid mixing topsoil with subsoil.
- .4 Stockpile in locations as directed by Owner's Representative. Stockpile height not to exceed 2.0 m.

6.2 DEVELOPMENT OF AGGREGATE SOURCE

- .1 Contractor to produce aggregates off site.
- .2 Contractor to develop aggregate source to prevent contamination of aggregates stockpiled.

6.3 PROCESSING

- .1 Process aggregate uniformly using methods that prevent contamination, segregation and degradation.
- .2 Blend aggregates, if required, to obtain gradation requirements, percentage of crushed particles, or particle shapes, as specified. Use methods and equipment approved by Owner's Representative.
- .3 Wash aggregates, if required to meet specifications. Use only equipment approved by Engineer /Architect.
- .4 When operating in stratified deposits use excavation equipment and methods that produce uniform, homogeneous aggregate.

6.4 HANDLING

- .1 Handle and transport aggregates to avoid segregation, contamination and degradation.

6.5 STOCKPILING

- .1 Stockpile aggregates on site in locations as indicated unless directed otherwise by Owner's Representative. Do not stockpile on completed pavement surfaces.
- .2 Stockpile aggregates in sufficient quantities to meet Project schedules.
- .3 Stockpiling sites to be level, well drained, and of adequate bearing capacity and stability to support stockpiled materials and handling equipment.
- .4 Except where stockpiled on acceptably stabilized areas, provide compacted sand base not less than 300 mm in depth to prevent contamination of aggregate. Stockpile aggregates on ground but do not incorporate bottom 300 mm of pile into work.
- .5 Separate different aggregates by strong, full depth bulkheads, or stockpile far enough apart to prevent intermixing.
- .6 Do not use intermixed or contaminated materials. Remove and dispose of rejected materials as directed by Owner's Representative within two (2) working days of rejection.
- .7 Stockpile materials in uniform layers of thickness as follows:
 - .1 Max 1.0 m for coarse aggregate and base course materials.
 - .2 Max 2.0 m for fine aggregate and sub-base materials.
 - .3 Max 1.5 m for other materials.
- .8 Complete each layer over entire stockpile area before beginning next layer.
- .9 Uniformly spot-dump aggregates delivered to stockpile in trucks and build up stockpile as specified.
- .10 Do not cone piles or spill material over edges of piles.
- .11 Do not use conveying stackers.
- .12 During winter operations, prevent ice and snow from becoming mixed into stockpile or in material being removed from stockpile.

6.6 CLEANING

- .1 Leave aggregate stockpile site in tidy, well drained condition, free of standing surface water.
- .2 Leave any unused aggregates in neat compact stockpiles as directed by Owner's Representative.

END OF SECTION

PART 4 GENERAL

4.1 RELATED SECTIONS

- .1 Section 31 05 16 - Aggregate Materials.
- .2 Section 31 23 33.01 - Excavating, Trenching and Backfilling.
- .3 Section 32 11 23 - Aggregate Base Courses.

4.2 REFERENCES

- .1 American Society for Testing and Materials (ASTM).
 - .1 ASTM C117, Standard Test Method for Material Finer Than 0.075 mm Sieve in Mineral Aggregates by Washing.
 - .2 ASTM C136, Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - .3 ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).
 - .4 ASTM D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2,700 kN-m/m³).
 - .5 ASTM D4318, Standard Test Methods for Liquid Unit, Plastic Unit and Plasticity Index of Soils.
- .2 Canadian General Standards Board (CGSB).
 - .1 CAN/CGSB-8.1, Sieves, Testing, Woven Wire, Inch series.
 - .2 CAN/CGSB-8.2, Sieves, Testing, Woven Wire, Metric.

PART 5 PRODUCTS

5.1 MATERIALS

- .1 Granular sub-base material to Section 31 05 16 - Aggregate Materials and following requirements:
 - .1 Crushed pit run or screened stone, gravel or sand.
 - .2 Granulations to be within limits specified when tested to ASTM C136 and ASTM C117 - sieve sizes to CAN/CGSB-8.1.

| | | |
|----|--------------------------|--------------------------------|
| .1 | Granulation to: | |
| | <u>Sieve Designation</u> | <u>% Passing (Base Type 2)</u> |
| | 100 mm | - |
| | 75 mm | - |
| | 50 mm | 75-100 |
| | 38.1 mm | - |
| | 25 mm | - |
| | 19 mm | - |

Asphalt Paving of Parking Area
Western Memorial Regional Hospital
Section 32 11 16.01 – Granular Sub-Base

Issued For Tender

Page 2 of 3

| | |
|----------|-------|
| 15.9 mm | 45-80 |
| 12.5 mm | - |
| 9.5 mm | - |
| 4.75 mm | 25-55 |
| 2.00 mm | - |
| 1.20 mm | 12-35 |
| 0.425 mm | - |
| 0.180 mm | - |
| 0.075 mm | 3-6 |

- .3 Other properties as follows:
 - .1 Liquid limit: to ASTM D4318, maximum 25
 - .2 Plasticity index: to ASTM D4318, maximum 6

PART 6 EXECUTION

6.1 PLACING

- .1 Place granular sub-base after subgrade is inspected and approved by Owner's Representative.
- .2 Construct granular sub-base to depth and grade in areas indicated.
- .3 Ensure no frozen material is placed.
- .4 Place material only on clean unfrozen surface, free from snow or ice.
- .5 Place granular sub-base materials using methods which do not lead to segregation or degradation.
- .6 Place material to full width in uniform layers not exceeding 150 mm compacted thickness. Owner's Representative may authorize thicker lifts (layers) if specified compaction can be achieved.
- .7 Shape each layer to smooth contour and compact to specified density before succeeding layer is placed.
- .8 Remove and replace portion of layer in which material has become segregated during spreading.

6.2 COMPACTION

- .1 Compaction equipment to be capable of obtaining required material densities.
- .2 Compact to density of not less than 98% corrected maximum dry density ASTM D698.

Asphalt Paving of Parking Area
Western Memorial Regional Hospital
Section 32 11 16.01 – Granular Sub-Base

Issued For Tender

Page 3 of 3

- .3 Shape and roll alternately to obtain smooth, even and uniformly compacted sub-base.
- .4 Apply water as necessary during compaction to obtain specified density.
- .5 In areas not accessible to rolling equipment, compact to specified density with mechanical tampers approved by Owner's Representative.
- .6 Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.

6.3 SITE TOLERANCES

- .1 Finished sub-base surface to be within 10 mm of elevation as indicated but not uniformly high or low.

6.4 PROTECTION

- .1 Maintain finished sub-base in condition conforming to this section until succeeding base is constructed, or until granular sub-base is accepted by Owner's Representative.

END OF SECTION

PART 7 GENERAL

7.1 RELATED SECTIONS

- .1 Section 31 05 16 - Aggregate Materials.
- .2 Section 32 11 16.01 - Granular Sub Base.

7.2 REFERENCES

- .1 American Society for Testing and Materials (ASTM).
 - .1 ASTM C117, Standard Test Method for Material Finer Than 0.075 mm Sieve in Mineral Aggregates by Washing.
 - .2 ASTM C136, Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - .3 ASTM D136, Standard Test Method for Sieve Analysis of Fine and Course Aggregated.
 - .4 ASTM D698, Stand Test Methods for Laboratory Compaction Characteristics of Soil Using standard Effort (12,400 ft-lbf/ft³)(600 N m/m³).
 - .5 ASTM D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft³) (2,700 kN-m/m³).
 - .6 ASTTM D 1883, Standard Test Method of CBR (California Bearing Ratio) of Laboratory Compacted Soil.
 - .7 ASTM D4318, Standard Test Methods for Liquid Unit, Plastic Unit and Plasticity Index of Soils.
- .2 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-8.1, Sieves, Testing, Woven-Wire, Inch Series.
 - .2 CAN/CGSB-8.2-, Sieves, Testing, Woven Wire, Metric.

7.3 DELIVERY, STORAGE, AND HANDLING

- .1 Deliver and stockpile aggregates in accordance with Section 31 05 16 – Aggregate Materials. Stockpile minimum 50% of total aggregate required prior to commencing operation.
- .2 Store cement in weathertight bins or silos that provide protection from dampness and easy access for inspection and identification of each shipment.

PART 8 PRODUCTS

8.1 MATERIALS

- .1 Granular base: material to Section 31 05 16- Aggregate Materials and the following requirements:
 - .1 Crushed stone or gravel.
 - .2 Granulations to be within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB - 8.1.

Asphalt Paving of Parking Area
Western Memorial Regional Hospital
Section – 32 11 23 Aggregate Base Courses

Issued For Tender

Page 2 of 3

- | .1 | Granulation to: | % Passing (Base Type 1) |
|----|-------------------|-------------------------|
| | Sieve Designation | |
| | 200 mm | - |
| | 75 mm | - |
| | 50 mm | - |
| | 38.1 mm | - |
| | 25 mm | - |
| | 19 mm | 100 |
| | 15.9 mm | - |
| | 12.5 mm | - |
| | 9.5 mm | 55-80 |
| | 4.75 mm | 35-60 |
| | 2.00 mm | - |
| | 1.20 mm | 17-35 |
| | 0.425 mm | - |
| | 0.180 mm | - |
| | 0.075 mm | 3-6 |
- .3 .Liquid limit: to ASTM D4318, maximum 25
- .4 Plasticity index: to ASTM D4318 maximum 6
- .5 Los Angeles degranulation: to ASTM C131. Maximum % loss by weight 45.
- .6 Crushed particles: at least 60% of particles by mass within each of following sieve designation ranges to have at least 1 (one) freshly fractured face. Materials to be divided into ranges using methods of ASTM C136.
- Passing Retained on
- 50 mm to 25 mm
- 25 mm to 19 mm
- 19 mm to 4.75 mm
- .7 Soaked CBR to ASTM D1833, min 100 when compacted to 100% of ASTM D1557.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section – 32 11 23 Aggregate Base Courses

Page 3 of 3

PART 9 EXECUTION

9.1 SEQUENCE OF OPERATION

- .1 Place granular base after granular sub base surface is inspected and approved by Owner's Representative.
 - .1 Construct granular base to depth and grade in areas indicated.
 - .2 Ensure no frozen material is placed.
 - .3 Place material only on clean unfrozen surface, free from snow and ice.
 - .4 Place material using methods which do not lead to segregation or degradation of aggregate.
 - .5 Place material to full width in uniform layers not exceeding 150 mm compacted thickness. Owner's Representative may authorize thicker lifts (layers) if specified compaction can be achieved.
 - .6 Shape each layer to smooth contour and compact to specified density before succeeding layer is placed.
 - .7 Remove and replace that portion of layer in which material becomes segregated during spreading.
- .2 Compaction Equipment
 - .1 Compaction equipment to be capable of obtaining required material densities.
- .3 Compacting
 - .1 Compact to density not less than 100% corrected maximum dry density ASTM D698
 - .2 Shape and roll alternately to obtain smooth, even and uniformly compacted base.
 - .3 Apply water as necessary during compacting to obtain specified density.
 - .4 In areas not accessible to rolling equipment, compact to specified density with mechanical tampers approved by Owner's Representative.
 - .5 Correct surface irregularities by loosening and adding or removing material until surface is within specified tolerance.

9.2 SITE TOLERANCES

- .1 Finished base surface to be within plus or minus 10 mm of established grade and cross section but not uniformly high or low.

9.3 PROTECTION

- .1 Maintain finished base in condition conforming to this section until succeeding material is applied or until acceptance by Owner's Representative.

END OF SECTION

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 32 12 16.02 – Asphalt Paving for Building Sites

Page 1 of 7

PART 10 GENERAL

10.1 SECTION INCLUDES

- .1 Materials and installation for asphalt concrete pavement for car park areas, driveways to buildings, and walks or play areas.

10.2 RELATED SECTIONS

- .1 Section 01 33 00 – Submittal Procedures.
- .2 Section 01 45 00 – Quality Control.
- .3 Section 31 05 16 – Aggregate Materials.
- .4 Section 31 23 33.01 – Excavating, Trenching and Backfilling.
- .5 Section 32 16 15 – Concrete Walks, Curbs and Gutters.
- .6 Section 32 17 23 – Pavement Marking.

10.3 REFERENCES

- .1 Canadian General Standards Board (CGSB)
 - .1 CAN/CGSB-8.1, Sieves Testing, Woven Wire, Inch Series.
 - .2 CAN/CGSB-8.2, Sieves Testing, Woven Wire, Metric.
 - .3 CAN/CGSB-16.1, Cutback Asphalts for Road Purposes.
- .2 American Association of State Highway and Transportation Officials (AASHTO)
 - .1 AASHTO M320 - Standard Specification for Performance Grade Asphalt Binder.
- .3 American Society for Testing and Materials International, (ASTM)
 - .1 ASTM C88, Standard Test Method for Soundness of Aggregates by Use of Sodium Sulphate or Magnesium Sulphate.
 - .2 ASTM C117, Standard Test Method for Material Finer Than 0.075 mm (No. 200) Sieve in Mineral Aggregates by Washing.
 - .3 ASTM C123, Standard Test Method for Lightweight Particles in Aggregate.
 - .4 ASTM C127, Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
 - .5 ASTM C128, Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Fine Aggregate.
 - .6 ASTM C131, Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
 - .7 ASTM C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregates.
 - .8 ASTM D698, Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³) (600 kN-m/m³).
 - .9 ASTM D977 – Standard Specification for Emulsified Asphalt.
 - .10 ASTM D995, Standard Specification for Requirements Mixing Plants for Hot-Mixed, Hot-Laid Bituminous Paving Mixtures.
 - .11 ASTM D2419, Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .12 ASTM D3203, Standard Test Method for Percent Air Voids in Compacted Dense and Open Bituminous Paving Mixtures.
- .13 ASTM D4318, Standard Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
- .14 ASTM D4791, Standard Test Method for Flat Particles or Elongated Particles in Coarse Aggregate.
- .4 Asphalt Institute (AI)
 - .1 Asphalt Institute MS-2-1993 Sixth Edition, Mix Design Methods for Asphalt Concrete.

10.4 SUBMITTALS

- .1 Submit asphalt concrete mix design to Owner’s Representative for approval.
- .2 Materials to be tested by testing laboratory approved by Owner’s Representative.
- .3 Submit test certificates showing suitability of materials at least 4 weeks prior to commencing work.
- .4 Inform Owner’s Representative of proposed source of aggregates and provide access for sampling at least 4 weeks prior to commencing work.

PART 11 PRODUCTS

11.1 MATERIALS

- .1 Granular base and sub-base material: to Section 31 05 16 – Aggregate Materials and following requirements:

- .1 Crushed or screened stone, gravel or sand.
- .2 Gradations: within limits specified when tested to ASTM C136 and ASTM C117. Sieve sizes to CAN/CGSB-8.1.
- .3 Table:

| Sieve Designation | Granular Base | Granular Sub-Base |
|-------------------|---------------|-------------------|
| 200 mm | - | - |
| 75 mm | - | - |
| 50 mm | - | 75-100 |
| 38.1 m | - | - |
| 25 mm | - | - |
| 19 mm | 100 | - |
| 15.9 mm | - | 45-80 |
| 12.5 mm | - | - |

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

| Sieve Designation | Granular Base | Granular Sub-Base |
|-------------------|---------------|-------------------|
| 9.5 mm | 55-80 | - |
| 4.75 mm | 35-60 | 25-55 |
| 2.00 mm | - | - |
| 1.20 mm | 17-35 | 12-35 |
| 0.425 mm | - | - |
| 0.180 mm | - | - |
| 0.075 mm | 3-6 | 3-6 |

.4 Granular base aggregates:

.1 Crushed particles: at least 50 % of particles by mass retained on 4.75 mm sieve to have at least 1 freshly fractured face.

.2 Asphalt concrete aggregates:

.1 Coarse aggregate is aggregate retained on 4.75 mm sieve and fine aggregate is aggregate passing 4.75 mm sieve when tested to ASTM C117.

.2 When dryer drum plant or plant without hot screening is used, process fine aggregate through 4.75 mm sieve and stockpile separately from coarse aggregate.

.3 Separate stock piles for coarse and fine aggregate are not required for sheet asphalt.

.4 Do not use aggregates having known polishing characteristics in mixes for surface courses.

.5 Aggregate: material to Section 31 05 16 – Aggregate Materials and following requirements:

.1 Crushed stone or gravel.

.2 Gradations to be within limits specified when tested to ASTM C136 and ASTM C117, Latest Edition. Sieve sizes to CAN/CGSB-8.1, Latest Edition.

| Sieve Designation (Type 1) Base | % Passing (Base Type 2) |
|------------------------------------|----------------------------|
| 19.0 mm | 100 |
| 9.5 mm | 60-80 |
| 4.75 mm | 40-65 |
| 2.00 mm | 30-50 |
| 0.180 mm | 5-20 |
| 0.075 mm | 3-8 |

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

- .3 Sand equivalent: to ASTM D2419, Minimum 50.
- .4 Magnesium Sulphate soundness: to ASTM C88. Max % loss by weight: coarse aggregate 12, fine aggregate 16.
- .5 Los Angeles Degradation: to ASTM C131, Max % loss by weight: coarse aggregate, 35.
- .6 Absorption: to ASTM C127, Max % by weight: coarse aggregate, 1.75.
- .7 Lightweight particles: to ASTM C123, Max % by mass, with less than 1.95. Relative density (formally Specific Gravity): 1.5.
- .8 Flat and elongated particles: to ASTM D4791, (with length to thickness ratio greater than 5): Max % by weight: coarse aggregate, 15.
- .9 Crushed particles: at least 60 % of particles by mass within each of following sieve designation ranges to have at least 1 freshly fractured face. Material to be divided into ranges using methods of ASTM C136,

| Passing | to | Retained on |
|---------|----|-------------|
| 19 mm | | 9.5 mm |
| 9.5 mm | to | 4.75 mm |
- .10 Regardless of compliance with specified physical requirements, fine aggregates may be accepted or rejected on basis of past field performance.

.3 Mineral filler for asphalt concrete:

- .1 Finely ground particles of limestone, hydrated lime, Portland cement or other approved non-plastic mineral matter, thoroughly dry and free from lumps.
- .2 Add mineral filler when necessary to meet job mix aggregate gradation or as directed by Owner’s Representative to improve mix properties.

.4 Asphalt cement: to AASHTO M320.

.5 Asphalt Prime: to ASTM D997.

.6 Sand blotter: clean granular material passing 4.75 mm sieve and free from organic matter or other deleterious materials.

.7 Asphalt tack coat: to ASTM D977.

11.2 MIX DESIGN

.1 Job mix formula to be approved by Owner’s Representative.

.2 Design of mix: by Marshall method to requirements below:

- .1 Compaction blows on each face of test specimens: 50.
- .2 Mix physical requirements:

| Property | Asphalt / Concrete |
|--------------------------------------|--------------------|
| Marshall Stability at 60° kN minimum | 5.5 |
| Flow Value, mm. | 2 - 4 |
| Air Voids in Mixture, % | 3 - 5 |

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 32 12 16.02 – Asphalt Paving for Building Sites

Page 5 of 7

Voids in Mineral Aggregate, % minimum 15

Index of Retained Stability, % minimum 75

- .3 Measure physical requirements as follows:
 - .1 Marshall load and flow value.
 - .2 Compute void properties on basis of bulk specific gravity of aggregate to ASTM C127, and ASTM C128. Make allowance for volume of asphalt absorbed into pores of aggregate.
 - .3 Air voids: to ASTM D3203.
 - .4 Voids in mineral aggregate: to Asphalt Institute, MS-2 chapter 4.
 - .5 Index of Retained Stability.
- .4 Do not change job-mix without prior approval of Owner's Representative. When change in material source proposed, new job-mix formula to be approved by Owner's Representative.
- .5 Return plant dust collected during processing to mix in quantities acceptable to Owner's Representative.

11.3 EQUIPMENT

- .1 Pavers: mechanical grade controlled self-powered pavers capable of spreading mix within specified tolerances, true to line, grade and crown indicated.
- .2 Rollers: sufficient number of rollers of type and weight to obtain specified density of compacted mix.
- .3 Vibratory rollers for parking lots and driveway:
 - .1 Minimum drum diameter: 750mm.
 - .2 Maximum amplitude of vibration (machine setting): 0.5mm for lifts less than 40mm thick.
- .4 Haul trucks: of sufficient number and of adequate size, speed and condition to ensure orderly and continuous operation and as follows:
 - .1 Boxes with tight metal bottoms.
 - .2 Covers of sufficient size and weight to completely cover and protect asphalt mix when truck fully loaded.
 - .3 In cool weather or for long hauls, insulate entire contact area of each truck box.
- .5 Suitable hand tools

PART 12 EXECUTION

12.1 SUBGRADE SURFACE PREPARATION AND INSPECTION

- .1 Verify grades of subgrade drains and other items set in paving area for conformity with elevations and sections before placing granular base material.
- .2 Obtain approval of subgrade by Owner's Representative before placing granular base.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 32 12 16.02 – Asphalt Paving for Building Sites

Page 6 of 7

12.2 GRANULAR BASE AND GRANULAR SUBBASE

- .1 Place granular base and sub-base material on clean unfrozen surface, free from snow and ice.
- .2 Place granular base and sub-base to compacted thicknesses as indicated. Do not place frozen material.
- .3 Place in layers not exceeding 150 mm compacted thickness. Compact to density not less than 98 % maximum dry density in accordance with ASTM D698.
- .4 Finished base surface to be within 10 mm of specified grade, but not uniformly high or low.

12.3 ASPHALT PRIME

- .1 Emulsified asphalt:
 - .1 Dilute asphalt emulsion with clean water at 1:1 ratio for application. Mix thoroughly by pumping or other method approved by Owner's Representative.
 - .2 Apply diluted asphalt emulsion at rate directed by Owner's Representative but do not exceed 5 L/m².
 - .3 Apply on damp surface unless otherwise directed by Owner's Representative.
- .2 Do not apply prime when air temperature is less than 5°C or when rain is forecast within 2 hours.
- .3 If asphalt prime fails to set within 24 hours, spread sand blotter material in amounts required to absorb excess material. Sweep and remove excess blotter material.

12.4 PLANT AND MIXING REQUIREMENTS

- .1 To ASTM D995.

12.5 ASPHALT CONCRETE PAVING

- .1 Obtain approval of primer from Owner's Representative before placing asphalt mix.
- .2 Place asphalt mix only when base or previous course is dry and air temperature is above 5°C.
- .3 Place asphalt concrete in compacted layers not exceeding 50 mm.
- .4 Minimum 135°C mix temperature required when spreading.
- .5 Maximum 160°C mix temperature permitted at any time.
- .6 Compact each course with roller as soon as it can support roller weight without undue cracking or displacement.
- .7 Compact parking lot and driveway asphalt concrete to density not less than 95 % of density obtained with Marshall specimens prepared in accordance with ASTM D1559, on from samples of mix being used. Roll until roller marks are eliminated.
- .8 Keep roller speed slow enough to avoid mix displacement and do not stop roller on fresh pavement.
- .9 Moisten roller wheels with water to prevent pick up of material.
- .10 Compact mix with hot tampers or other equipment approved by Owner's Representative in areas inaccessible to roller.

**Asphalt Paving of Parking Area
Western Memorial Regional Hospital**

Issued For Tender

Section 32 12 16.02 – Asphalt Paving for Building Sites

Page 7 of 7

- .11 Finish surface to be within 10 mm of design elevation and with no irregularities greater than 10 mm in 4.5 m.
- .12 Repair areas showing checking, rippling or segregation as directed by Owner's Representative.

12.6 JOINTS

- .1 Remove surplus material from surface of previously laid strip. Do not deposit on surface of freshly laid strip.
- .2 Paint contact surfaces of existing structures such as manholes, curbs or gutters with bituminous material prior to placing adjacent pavement.
- .3 For cold joints, cut back to full depth vertical face and tack face with hot asphalt.
- .4 For longitudinal joints, overlap previously laid strip with spreader by 25 to 50 mm.

12.7 TESTING

- .1 Inspection and testing of asphalt pavement will be carried out by designated testing laboratory. Refer to Sections 01 29 83 – Payment Procedures for Testing Laboratory Services and Section 01 45 00 - Quality Control.
- .2 Costs of tests will be paid under Section 01 21 00 – Allowances.

12.8 PROTECTION

- .1 Keep vehicular traffic off newly paved areas until paving surface temperature has cooled below 38°C. Do not permit stationary loads on pavement until 24 hours after placement.
- .2 Provide access to buildings as required. Arrange paving schedule so as not to interfere with normal use of premises.

END OF SECTION



WESTERN MEMORIAL REGIONAL HOSPITAL

