



**FACILITIES MANAGEMENT**  
**OPEN CALL FOR BIDS**  
**FOR**  
**VAR-160-25**  
**STANDING OFFER FURNITURE**

Request for Open Call Number: **TFM-018-26**

Issued: February 27, 2026

Submission Deadline: **Thursday, March 26, 2026**  
**@ 3:00PM NST**

**REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET**

Request for Open Call			
Title:	<b>STANDING OFFER FURNITURE</b>		
Open Call #:	<b>TFM-018-26</b>	Issue Date:	<b>February 27, 2026</b>
Site Visit:	N/A		
Questions Deadline:	<b>Eight (8) days prior to closing time, at 3:00pm (NST).</b>	Closing Date & Time:	<b>Thursday March 26, 2026 @ 3:00 pm NST</b>
		Bid Submission Format:	<b>opencalls@mun.ca</b>
		Opening Date, Time & Location:	<b>Thursday, March 26, 2026 @ 3:30 pm NST</b>  <b>Via Conference line: 1-416-915-6530 (toll free) Access Code: 2771 963 8966 Attendee ID: Please press Pound(#)</b>
<b>Bids Irrevocable Period after Submission Deadline:</b>		<b>45 days (See section 1.6)</b>	
<p><b>Bid Submission: Responses to this solicitation must be submitted by email to <a href="mailto:opencalls@mun.ca">opencalls@mun.ca</a> Email subject line must read: <u>BID SUBMISSION: TFM-018-26 STANDING OFFER FURNITURE</u></b></p> <p style="text-align: center;"><b><u>PLEASE NOTE</u></b></p> <p style="text-align: center;"><b>1. Addition of Section 1.11 in Part 1.</b></p> <p style="text-align: center;"><b>2. The Stipulated Price Contract has been updated as of January 2026.</b></p> <p style="text-align: center;"><b>Vendors are encouraged to take note of these updates.</b></p>			
Inquiries and Communication			

**Inquiries and communication:** Strategic Procurement Office, Memorial University of Newfoundland, [opencalls@mun.ca](mailto:opencalls@mun.ca). Inquiries accepted only via email. No phone calls will be accepted. **Please reference open call Title and Open Call # from above, ie: **TFM-018-26 STANDING OFFER FURNITURE** in subject line. Emails not containing this requirement information in the subject line will NOT receive a response.**

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

## **ABOUT MEMORIAL UNIVERSITY**

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

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

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

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

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

#### **Vision**

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

#### **Mission**

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

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

#### **Values**

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

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

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

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

*Responsiveness:* Being receptive to individuals and communities.

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

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

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

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

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

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

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

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

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

## **Faculty and Staff**

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

## **Governance and Administration**

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

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

## **Territory Acknowledgements at Memorial:**

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

**PROCUREMENT AND CONTRACTING DOCUMENTS GROUP**

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**END OF SECTION**

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. Types of items described in this Section:
- B. Types of items described in this Section:
  - 1. Work Covered By the Contract Documents.
  - 2. Type of Contract.
  - 3. Work Phases.
  - 4. Work Under Other Contracts.
  - 5. Products Ordered In Advance.
  - 6. Owner-Furnished Products.
  - 7. Use of Premises.
  - 8. Owner's Occupancy Requirements.
  - 9. Work Restrictions.
  - 10. Interpretation Of Documents
  - 11. Specification Formats and Conventions.
  - 12. Project Management and Coordination.
  - 13. Construction Progress Documentation.
  - 14. Photographic Documentation.
  - 15. Substitution Procedures.
  - 16. Submittal Procedures.
  - 17. Environmental Procedures.
  - 18. Wildlife Protection.
  - 19. Quality Requirements.
  - 20. Regulatory Requirements.
  - 21. Temporary Facilities and Control.
  - 22. Temporary Barriers and Enclosures.
  - 23. Product Requirements.
  - 24. Execution.
  - 25. Construction Waste Management And Disposal.
  - 26. Closeout Procedures.
  - 27. List of Incomplete Items (Punch List)
  - 28. Operation and Maintenance Data.
  - 29. Project Record Documents.
  - 30. Demonstration and Training.
- C. Types of items you will not find described in this Section:
  - 1. Health and Safety Requirements

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: VAR-160-25 Furniture Standing Offer
  - 1. Project Location: Main Campus, Memorial University, St. John's, NL.
- B. Owner: Memorial University of Newfoundland
  - 1. Owner's Representative: Department of Facilities Management, Tel. 709-864-8725
- C. The Work consists of the following:
  - 1. The Work includes the supply, delivery, and installation of modular furniture

#### 1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

#### 1.5 WORK PHASES

- A. The Work shall be conducted on an as-needed basis.
- B. Before commencing Work of each phase, submit a schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for all phases of the Work.

#### 1.6 WORK UNDER OTHER CONTRACTS

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

#### 1.7 PRODUCTS ORDERED IN ADVANCE

- A. General: Owner has negotiated Purchase Orders with suppliers of material and equipment to be incorporated into the Work. Owner will assign these Purchase Orders to Contractor. Costs for receiving, handling, storage if required, and installation of material and equipment are included in the Contract Sum.
  - 1. Contractor's responsibilities are same as if Contractor had negotiated Purchase Orders, including responsibility to renegotiate purchase and to execute final Purchase-Order agreements.

- B. List of Products Ordered in Advance:
  - 1. None.

#### 1.8 OWNER-FURNISHED PRODUCTS

- A. Owner will furnish products indicated. The Work includes providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections.
  - 1. Owner will arrange for and deliver Shop Drawings, Product Data, and Samples to Contractor.
  - 2. Owner will arrange and pay for delivery of Owner-furnished items according to Contractor's Construction Schedule.
  - 3. After delivery, Owner will inspect delivered items for damage. Contractor shall be present for and assist in Owner's inspection.
  - 4. If Owner-furnished items are damaged, defective, or missing, Owner will arrange for replacement.
  - 5. Owner will arrange for manufacturer's field services and for delivery of manufacturer's warranties to Contractor.
  - 6. Owner will furnish Contractor the earliest possible delivery date for Owner-furnished products. Using Owner-furnished earliest possible delivery dates, Contractor shall designate delivery dates of Owner-furnished items in Contractor's Construction Schedule.
  - 7. Contractor shall review Shop Drawings, Product Data, and Samples and return them to Owner's Representative noting discrepancies or anticipated problems in use of product.
  - 8. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
  - 9. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
  - 10. If Owner-furnished items are damaged as a result of Contractor's operations, Contractor shall repair or replace them.
  - 11. Contractor shall install and otherwise incorporate Owner-furnished items into the Work.
- B. Owner-Furnished Products:
  - 1. No Owner-furnished products.

#### 1.9 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- C. Use of Site: Limit use of premises to areas under construction. Do not disturb portions of Project site beyond areas in which the Work is indicated.
  - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
  - 2. Driveways and Entrances: Keep driveways parking garage, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- D. Use of Existing Building: If the work involves construction in an existing building, maintain the existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

#### 1.10 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- B. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- C. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
  - 1. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
  - 2. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
  - 3. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

#### 1.11 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours, Monday through Friday, except otherwise indicated.
  - 1. Weekend Hours: **Contractor to notify Owner's representative 48hrs prior to scheduling.**
  - 2. Early Morning Hours: **Contractor to notify Owner's representative 48hrs prior to scheduling.**
  - 3. Hours for Utility Shutdowns: **Dependant on Scope of shutdown. Contractor to notify Owner's representative 2 weeks prior to scheduling.**
  - 4. Hours for Core Drilling and other noise generating activities: **To be scheduled after regular work hours. Contractor to notify Owner's representative 48hrs prior to scheduling.**

- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Owner's Representative not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Owner's Representative's written permission.
- C. No smoking is permitted on MUN Campus.

#### 1.12 INTERPRETATION OF DOCUMENTS

- A. In the event of discrepancies or conflicts in interpreting the Plans (drawings) and Specifications,
  - 1. Supplementary General Conditions take precedence over all other documents.
  - 2. General Conditions take precedence over drawings and specifications.
  - 3. Division 1 Sections take precedence over technical specification sections in other Divisions;
  - 4. Legends and schedules take precedence over drawings and Specifications, whether they are bound with the specifications or integral with the drawings;
  - 5. Specifications take precedence over all other drawings;
- B. Plans (drawings) and Specifications are complementary. When work is shown or mentioned on the drawings but is not indicated in the Specifications, or when work is indicated in the Specifications but is not shown or mentioned on the Drawings, it shall nevertheless be included in the Contract.

#### 1.13 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's *MasterFormat* numbering system.
  - 1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  - 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
  - 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- C. The words *shall*, *shall be*, or *shall comply with*, depending on the context, are implied where a colon (:) is used within a sentence or phrase.

#### 1.14 PROJECT MANAGEMENT AND COORDINATION

A. Coordination

1. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

B. Administrative and supervisory personnel

1. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
2. Maintain same superintendent on Project for duration of Project. Immediately notify Owner's Representative if superintendent should become unavailable to work and immediately replace with an alternate person acceptable to the Owner's Representative.

C. Project meetings

1. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
2. Minutes: Record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Owner's Representative, within three days of the meeting.
3. Progress Meetings: Conduct progress meetings at monthly intervals. Coordinate dates of meetings with preparation of payment requests.

#### 1.15 Requests For Interpretation (RFIs)

1. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - a. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
2. Allow seven working days for Owner's Representative's response for each RFI.
3. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Owner's Representative in writing within 10 days of receipt of the RFI response.

#### 1.16 CONSTRUCTION PROGRESS DOCUMENTATION

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within 30 days of date established for the Notice of Award.

1. Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
2. At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

B. Reports

1. Daily Construction Reports: Prepare a daily construction report and submit to Owner's Representative each week recording the following information concerning events at Project site:
  - a. List of subcontractors at Project site.
  - b. List of separate contractors at Project site.
  - c. Approximate count of personnel at Project site.
  - d. Equipment at Project site.
  - e. Material deliveries.
  - f. High and low temperatures and general weather conditions.
  - g. Accidents.
  - h. Meetings and significant decisions.
  - i. Unusual events.
  - j. Stoppages, delays, shortages, and losses.
  - k. Meter readings and similar recordings.
  - l. Emergency procedures.
  - m. Orders and requests of authorities having jurisdiction.
  - n. Change Orders received and implemented.
  - o. Construction Change Directives received and implemented.
  - p. Services connected and disconnected.
  - q. Equipment or system tests and start-ups.
  - r. Partial Completions and occupancies.
  - s. Substantial Completions authorized.
2. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

#### 1.17 PHOTOGRAPHIC DOCUMENTATION

- A. Preconstruction Photographs: Before starting construction take, digital photographs of Project site and surrounding areas, including existing items to remain during construction, from different vantage points.
- B. Periodic Construction Photographs: Take digital photographs weekly, with timing each month adjusted to coincide with the cut-off date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- C. E-mail or otherwise submit photos to Owner's representative on monthly basis to coincide with the each Application for Payment.

#### 1.18 SUBSTITUTION PROCEDURES

- A. Substitution Requests: Submit PDF copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.

- b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
  - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
  - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
  - e. Samples, where applicable or requested.
  - f. Certificates and qualification data, where applicable or requested.
  - g. List of similar installations for completed projects with project names and addresses and names and addresses of Owner's Representatives and owners.
  - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
  - i. Research reports evidencing compliance with building code in effect for Project.
  - j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
  - k. Cost information, including a proposal of change, if any, in the Contract Sum.
  - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
  - m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
2. Owner's Representative's Action: If necessary, Owner's Representative will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Owner's Representative will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Forms of Acceptance: Change Order, Construction Change Directive, or Owner's Representative's Supplemental Instructions for minor changes in the Work.
    - b. Use product specified if Owner's Representative does not issue a decision on use of a proposed substitution within time allocated.
- B. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
1. Conditions: Owner's Representative will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner's Representative will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - b. Substitution request is fully documented and properly submitted.
    - c. Requested substitution will not adversely affect Contractor's construction schedule.
    - d. Requested substitution has received necessary approvals of authorities having jurisdiction.

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

#### 1.19 SUBMITTAL PROCEDURES

- A. Contractor's Review
  1. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner's Representative.
- B. Preferred Size for Paper Submittals
  1. Provide paper submittals on sheets no less than 8 ½ x 11" Whenever practical, provide paper submittals on sheet size not greater than 11 x 17". In all cases ease of readability of submittal content by Engineer shall take precedent over providing information on preferred sheet size.
- C. Submittal Procedures
  1. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
    - a. Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.
  2. Submit three paper copies of each submittal, unless otherwise indicated. The Owner's Representative will return no copies on any submittals but instead will e-mail a web link to a web site which will host PDFs of the reviewed documents.

3. Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's Representative's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  - a. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner's Representative will advise Contractor when a submittal being processed must be delayed for coordination.
  - b. Resubmittal Review: Allow 15 days for review of each resubmittal.
  - c. Sequential Review: Where sequential review of submittals by Owner's Representative's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
4. Owner's Representative will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner's Representative will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
  - a. REVIEWED – NO COMMENTS
  - b. REVIEWED WITH COMMENTS. REVISE & RESUBMIT PRIOR TO START OF WROK.
  - c. REVIEWED WITH COMMENTS. PROCEED WITH WORK SUBJECT TO IMPLEMENTATION OF NOTED COMMENTS, REVISE AND RESUBMIT.
  - d. NOT ACCEPTED.

#### 1.20 ENVIRONMENTAL PROCEDURES

##### A. Definitions

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

##### B. Fires and burning of rubbish on site not permitted.

##### C. Store, handle, and dispose of hazardous materials in accordance with applicable federal and provincial laws, regulations, codes and guidelines. Store in location that will prevent spillage into the environment

##### D. Provide temporary drainage and pumping as necessary to keep excavations and site free from water.

1. Do not pump water containing suspended materials into waterways, sewer or drainage systems.

##### E. Protect any trees and plants on site and adjacent properties that are in immediate area of construction.

1. 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.
2. Restrict tree removal to areas indicated or designated by Owner's Representative.

##### F. Minimize stripping of topsoil and vegetation.

#### 1.21 WILDLIFE PROTECTION

##### A. Should nests of migratory birds (Seagulls) be encountered during work, immediately notify Owner's Representative for directives to be followed.

1. Do not disturb nest site and neighbouring vegetation until nesting is completed.
2. Minimize work immediately adjacent to such areas until nesting is completed.

3. Protect these areas by following recommendations of Canadian Wildlife Service.

## 1.22 QUALITY REQUIREMENTS

### A. Conflicting Requirements

1. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner's Representative for a decision before proceeding.
2. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner's Representative for a decision before proceeding.

### B. Quality Control

1. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - a. Payment for these services will be made by the Owner.
  - b. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
2. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - a. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - b. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - c. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

## 1.23 REGULATORY REQUIREMENTS

- A. Perform Work in accordance with National Building Code of Canada (NBC) including all amendments up to tender closing date and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.
- B. Meet or exceed requirements of:
  1. Contract documents.
  2. Specified standards, codes, and referenced documents.

## 1.24 TEMPORARY FACILITIES AND CONTROLS

### A. Temporary Utility Installation

1. General: Install temporary service or connect to existing service.

- a. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
  2. Sanitary Facilities: If the Owner has existing toilet facilities these may be used as long as these facilities are kept cleaned and maintained in a condition acceptable to the Owner. Otherwise provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
  3. Water Service: If the Owner has existing water service it may be used as long as it does not impact on the Owner's need. Otherwise install water service and distribution piping in sizes and pressures adequate for construction.
  4. Sewers and Drainage: Provide temporary utilities as required to remove effluent lawfully.
  5. Heating: Provide temporary heating as required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
  6. Ventilation and Humidity Control: Provide temporary ventilation as required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
  7. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
    - a. Install electric power service overhead, unless otherwise indicated.
    - b. If the Owner has an existing power source, the contractor may access it for temporary power provided it does not impact the Owner's needs.
  8. Lighting: Provide temporary lighting with local switching as required to provide adequate illumination for construction operations, observations, inspections, and traffic conditions.
  9. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
  10. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.
  11. Tree and Plant Protection: Install temporary fencing as required to protect trees and plants intended to remain. Install protection outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
  12. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner as required to prevent people and animals from easily entering site except by entrance gates.
- B. Operation, Termination, and Removal
1. Maintain facilities in good operating condition until removal.
  2. Remove each temporary facility when need for its service has ended.
- 1.25 TEMPORARY BARRIERS AND ENCLOSURES
- A. Hoarding
1. For work involving the excavation for new foundations or the erection of new structures outside of an enclosure, provide hoarding.

- B. Weather Enclosures
  - 1. Provide weather tight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- C. 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.
- D. 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. Be responsible for damage incurred due to lack of or improper protection.

#### 1.26 PRODUCT REQUIREMENTS

- A. Manufacturer's Instructions
  - 1. Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
  - 2. Notify Owner's Representative in writing, of conflicts between specifications and manufacturer's instructions, so that Owner's Representative may establish course of action.
- B. Quality
  - 1. Products, materials, equipment and articles (referred to as products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source, and quality of products provided.
  - 2. Defective products, whenever identified prior to completion of Work, will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
  - 3. Should any dispute arise as to quality or fitness of products, decision rests strictly with Owner's Representative based upon requirements of Contract Documents.
  - 4. Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.
- C. Product Warranties
  - 1. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- D. Product Selection Procedures
  - 1. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

#### 1.27 EXECUTION

- A. Materials
  - 1. Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 2. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Owner's Representative for the visual and functional performance of in-place materials.
  
- B. Construction Layout
  - 1. Where work involves construction outside of an existing footprint, engage a land surveyor to lay out the Work using accepted surveying practices.
  - 2. On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified location certificate showing dimensions, locations, angles, and elevations of construction and site work.
  
- C. Installation
  - 1. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
    - a. Make vertical work plumb and make horizontal work level.
    - b. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
    - c. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
    - d. Maintain minimum headroom clearance of 2440 mm in occupied spaces and in unoccupied spaces.
  - 2. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
  - 3. Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
    - a. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner's Representative.
  
- D. Cutting And Patching
  - 1. Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
    - a. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
  - 2. Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
  
- E. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
  
- F. Progress Cleaning

1. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
2. Site: Maintain Project site free of waste materials and debris.

G. Correction Of The Work

1. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
2. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
3. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

H. Protection Of Installed Construction

1. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
2. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1.28 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

A. Waste Reduction

1. Reduce construction waste during installation work. Undertake practices which will minimize waste and optimize full use of new materials on site, such as:
  - a. Use of a central cutting area to allow for easy access to off-cuts;
  - b. Use of off-cuts for blocking and bridging elsewhere.
  - c. Use of effective and strategically placed facilities on site for storage and staging of left-over or partially cut materials (such as gypsum board, plywood, ceiling tiles, insulation etc...) to allow for easy incorporation into

B. Material Source Separation Process

1. Perform demolition and removal of existing building components and equipment following a systematic deconstruction process.
2. Separate materials and equipment at source, carefully dismantling, labelling and stockpiling alike items for the following purposes:
  - a. Reinstallation into the work where indicated.
  - b. Salvaging reusable items not needed in project which Contractor may sell to other parties. Sale of such items not permitted on site.
  - c. Sending as many items as possible to locally available recycling facility.
  - d. Segregating remaining waste and debris into various individual waste categories for disposal in a *non-mixed state* as recommended by waste processing/landfill sites.

C. Disposal Requirements

1. Dispose of waste only at approved waste processing facility or landfill sites approved by authority having jurisdiction.

1.29 CLOSEOUT PROCEDURES

A. Substantial Completion

1. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

- a. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - b. Advise Owner of pending insurance changeover requirements.
  - c. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - d. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - e. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
  - f. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
  - g. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
  - h. Complete start-up testing of systems.
  - i. Submit test/adjust/balance records.
  - j. Terminate and remove temporary facilities from Project site, along with mock-ups, construction tools, and similar elements.
  - k. Advise Owner of changeover in heat and other utilities.
  - l. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
  - m. Complete final cleaning requirements, including touch-up painting.
  - n. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
2. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's Representative, that must be completed or corrected before certificate will be issued.
  3. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

B. Final Completion

1. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
  - a. Submit a final Application for Payment according to the General Conditions.
  - b. Submit certified copy of Owner's Representative's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
  - c. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  - d. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
2. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare a final Certificate for Payment after inspection

or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

- a. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

C. Final Cleaning

1. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
2. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1.30 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Include the following information at the top of each page:
  - a. Project name.
  - b. Date.
  - c. Name of Owner's Representative.
  - d. Name of Contractor.
  - e. Page number.
4. Submit list of incomplete items in the following format:
  - a. Three paper copies of product schedule or list, unless otherwise indicated.

1.31 WARRANTIES

A. Submittal Time: Submit written warranties on request of Owner's Representative for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 215-by-280-mm paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title *WARRANTIES*, Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.32 OPERATION AND MAINTENANCE DATA

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
- B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
- C. Manual Contents: Operations and maintenance manual content is specified in individual specification sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Where applicable, clarify and update reviewed manual content to correspond to modifications and field conditions.
- D. **Format: Submit operations and maintenance manuals in the following format:**
  - 1. **PDF electronic file. Assemble each manual into a composite electronically-indexed file. Submit on digital media acceptable to Owner's Representative.**
    - a. **Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically-linked operation and maintenance directory.**
    - b. **Enable inserted reviewer comments on draft submittals.**

### 1.33 PROJECT RECORD DOCUMENTS

- A. Record Drawings
  - 1. Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
  - 2. Mark Record Prints to show the actual installation where installation varies from that shown originally.
  - 3. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
    - a. Accurately record information in an understandable drawing technique.
    - b. Record data as soon as possible after obtaining it. Record and check the mark-up before enclosing concealed installations.
  - 4. Content: Types of items requiring marking include, but are not limited to, the following:
    - a. Dimensional changes to Drawings.
    - b. Revisions to details shown on Drawings.
    - c. Depths of foundations below first floor.
    - d. Locations and depths of underground utilities.
    - e. Revisions to routing of piping and conduits.
    - f. Revisions to electrical circuitry.
    - g. Actual equipment locations.
    - h. Duct size and routing.
    - i. Locations of concealed internal utilities.
    - j. Changes made by Change Order or Change Directive.
    - k. Changes made following Owner's Representative's written orders.
    - l. Details not on the original Contract Drawings.
    - m. Field records for variable and concealed conditions.

- n. Record information on the Work that is shown only schematically.
5. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
6. Mark record sets with erasable, red-coloured pencil. Use other colours to distinguish between changes for different categories of the Work at same location.
7. Mark important additional information that was either shown schematically or omitted from original Drawings.
8. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
9. Submit record drawings to Owner's Representative prior to requesting Substantial Completion inspection.

#### 1.34 DEMONSTRATION AND TRAINING

- A. Demonstrate start-up, operation, control, adjustment, troubleshooting, servicing, and maintenance of each item of maintenance of each item of equipment.
- B. Instruct personnel in all phases of operation and maintenance using operation and maintenance manuals as the basis of instruction.
- C. Review contents of manual in detail to explain all aspects of operation and maintenance.
- D. Prepare and insert additional data in operations and maintenance manuals when the need for additional data becomes apparent during instructions.
- E. The GC shall be responsible for training coordination and scheduling and ultimately for ensuring that training is completed.

**END OF SECTION**

## PART 1 – SUBMISSION INSTRUCTIONS

### 1.1 Bids to be Submitted on Time

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

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

### 1.2 Bids to be Submitted in Prescribed Format

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

### 1.3 Amendment/Revision of Bids

Bidders shall amend their bids after they have been submitted if, and only if, the amendment is emailed prior to the Submission Deadline marked **BID SUBMISSION AMENDMENT** followed by open call number and name. Previous submissions shall be cancelled and the bid submission with the most recent date and time shall be considered the final bid.

Bidders shall revise **APPENDIX C- Pricing form** *only* by submitting an updated **Pricing Form** prior to submission deadline. The revised **Pricing Form** shall replace the **Pricing Form** received with the original bid submission.

**PLEASE NOTE: APPENDIX C – Pricing Form** is the only section of the bid that can be revised independently. All other amendments/revisions shall require completing a new bid submission.

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

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

Email inquiries and requests for clarification shall be accepted up to eight **(8) days (3:00pm NST)** prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. The Strategic Procurement Office will be the only official source of

information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct.

#### **1.4 Amendment of Open Call for Bid Documents**

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this Open Call for Bids, in the form of an addendum, any relevant information with respect to the Open Call inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Open Call. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on Memorial University's current service providers: MERX: [www.merx.com](http://www.merx.com), BIDS: [www.bids.ca](http://www.bids.ca) and PODS: [www.pods.net](http://www.pods.net). In addition, all amendments will be published on [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/). Bidders should check on a regular basis for Open Call updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time. In the event there is a discrepancy between MERX, BIDS, and PODS and the official website [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/) website, the [https://www.mun.ca/finance/strategic\\_procurement/](https://www.mun.ca/finance/strategic_procurement/) is the official website. Bidders are welcome to register their email address through [opencalls@mun.ca](mailto:opencalls@mun.ca) to receive addendum notifications from Open Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

#### **1.5 Withdrawal of Bids**

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

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

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

#### **1.7 Delivery**

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

#### **1.8 Signature**

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

processing of the bid submission.

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

## **1.9 Closure**

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

## **1.10 Corporations Act**

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

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

## **1.11 Stipulated Price Contract**

The successful bidder will be required to sign the *Department of Facilities Management General Conditions and Agreement Between Owner and Contractor for the Stipulated Price Contract* upon receipt of the pre-award letter.

**[End of Part 1]**

## **PART 2 – EVALUATION AND AWARD**

### **2.0 Stages of Evaluation**

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

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

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

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

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

#### **2.1.2 Stage III – Pricing**

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

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

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

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

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

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

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

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

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

#### 2.5 Failure to Enter into Agreement

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

#### 2.6 Payment Terms

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

**[End of Part 2]**

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

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

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

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

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

### **3.3 Bids in English**

All bids are to be in English only.

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

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

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

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

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

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

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

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

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

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

### **3.9 Trade Agreements**

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

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

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

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

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

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

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

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

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

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

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

### **3.14 Notification to Other Bidders**

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

### **3.15 Debriefing**

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

### **3.16 Supplier Complaint Process**

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

### **3.17 Conflict of Interest and Prohibited Conduct**

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

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

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

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

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

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

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

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

### **3.20 No Lobbying**

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

### **3.21 Illegal or Unethical Conduct**

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

### **3.22 Past Performance or Past Conduct**

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

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

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

### **3.23 Confidential Information of the Owner**

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

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

### **3.24 Confidential Information of Proponent**

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

The Proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the Proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

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

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

### **3.25 Reserved Rights of the Owner**

The Owner reserves the right to:

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

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

### **3.26 Limitation of Liability**

By submitting a bid, each bidder agrees that:

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

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

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

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

These Terms and Conditions of the Open Call Process:

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

### **3.32 Facility Compliance Requirement**

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

**[End of Part 3]**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.3.2** All Contractors and Subcontractors shall be required to review and follow all requirements of sections 4.4.5.2. below.

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

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

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

##### **4.4.1 Purpose**

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

##### **4.4.2 Scope**

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

##### **4.4.3 Definitions**

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

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

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

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

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

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

**Subcontractor:** A person, firm or corporation having a direct contract with the Contractor or subcontractor(s) to perform a part or parts of the work included in the contract, or to supply products worked to a special design according to the contract documents, but does not include one who merely supplies products not so worked.

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

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

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

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

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

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

##### **4.4.4.2 Contractors**

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

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

## **4.4.5 Procedure**

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

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

### **4.4.5.2 Requirements**

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

Contractors shall also provide the following:

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

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

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

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

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

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

Memorial reserves the right to:

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

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

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

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

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

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

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

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

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

**[End of Part 4]**

## **PART 5– GENERAL CONDITIONS**

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

### **5.8 Corporations Act**

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

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

**[End of Part 5]**

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

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

### **6.2 Surety**

#### **6.2.1 Bid Surety**

Bids shall be accompanied by a copy of a bid security by way of a Bid Bond from a surety company acceptable to the Owner and which is licensed to do business in the Province of Newfoundland and Labrador or a copy of a cheque in the amount of 10 percent of the bid price. Originals to be delivered to Memorial University post tender closing. Bid security will not be required for a total contract value of \$100,000 or less (**HST Excluded**), unless specifically called for in the contract documents. The bid security will be returned to the bidder upon receipt of the required Performance Bond and Labour and Materials Payment Bond as per 6.2.2 below.

The terms of the bid security will be invoked and the amount retained by the Owner if: the Tenderer fails to enter into a formal agreement, where one is specified, when notified of the award of the Contract within the tender validity period; or fails to provide the required Performance Bond and Labour and Materials Payment Bond within the time specified

#### **6.2.2 Public Work's Surety**

Within seven (7) days of the issuance of the letter of acceptance, the preferred Bidder shall obtain and deliver to the Owner a Performance Bond in the amount of 50 percent of the bid price (**HST Excluded**) which guarantees the successful and complete performance of the Work. The Performance Bond is required as a condition of bid award. In lieu of a Performance Bond an approved certified cheque in the amount of 10 percent of the bid price may, at their option, be accepted for retention by the Owner until the successful completion of the Contract. The certified cheque will be retained until satisfactory completion of the Work including the warranty period after which it will be returned to the Contractor. Performance Bond or other such security will not be required for a contract value of \$100,000 or less. No Work is to be undertaken while the above performance security remains outstanding.

Within seven (7) days of issuance of the letter of acceptance, the preferred Bidder shall obtain and deliver to the Owner a Labour and Materials Payment Bond in the amount of 50 percent of the bid price (**HST Excluded**). The Labour and Materials Payment Bond is required as a condition of the bid award. In lieu of a Labour and Materials Payment Bond, an approved certified cheque in the amount 10 percent of the bid price may, at their option, be accepted for retention by the Owner until successful completion of the Contract. The certified cheque will be retained until substantial completion of the Work as defined by the Mechanics Lien Act and upon receipt of an acceptable statutory declaration form stating that all labour and material obligations due and payable under the Work have been discharged, after which it will then be returned to the Contractor. Labour and Materials

Payment Bond or other such security will not be required for a contract value of \$100,000 or less. No Work is to be undertaken while the above labour and materials security remains outstanding.

No interest will be paid to the preferred Bidder for any certified cheques on deposit during the period of retention.

The cost of all bid, performance and labour and materials security shall be included in the bid price

### **6.3 Site Visit**

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

Questions will not be answered at the site visit.

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

### **6.4 Substitution of Materials**

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

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

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

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

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

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

**6.5 Completion date**

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

**[End of Part 6]**

**APPENDIX A – SPECIFICATIONS AND DRAWINGS**

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

## APPENDIX B – SUBMISSION FORM

### 1. Bidder Information

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

### 2. Offer

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

### 3. Rates

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

### 4. Addenda

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

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

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

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

**5. No Prohibited Conduct**

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

**6. Disclosure of Information**

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

**7. Bid Irrevocable**

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

**8. Execution of Agreement**

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

**BIDDER SIGNATURE FORM:**

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

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

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

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

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

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

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

\_\_\_\_\_  
Date  
\_\_\_\_\_

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

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

## APPENDIX C1 – PRICING FORM

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

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

SEE TABLE C3 FOR FURNITURE UNIT PRICING TABLE

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

### 2. THE DELIVERABLES:

STANDING OFFER FURNITURE  
as per specifications listed in Appendix A

### 3. MANDATORY SUBMISSION REQUIREMENTS

**(a) Submission Form (Appendix B)**

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

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

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

**APPENDIX C2 – UNIT RATES**  
<Page intentionally left blank, appendix not used>

### APPENDIX C3 - FURNITURE BIDDING TABLE

1. **Bidders are to bid on ONE PRODUCT PER ITEM** as per Product Description **OR** Approved Alternate in Bid Quotation Form below. Multiple alternate items will **NOT** be accepted.
2. Substitution acceptance (Approved Alternate) must be in accordance with section no. **6.4 of Part 3 of the Open Call and Acceptance Form**
3. If the sum of all items bid on this bid is in excess of \$100,000.00 (HST **Excluded**) refer to section no. **6.2 Bid Surety of Part 3 of the Open Call and Acceptance Form** to include correct bid surety.
4. Furniture Supplier must be an authorized dealer of all furniture bid on this bid. I hereby certify that I/we are an authorized dealer on all products quoted on below. See section no. **1.8 of Part 1 of the Open Call and Acceptance Form** for electronic signature allowances.
5. Bid shall be inclusive of supply, delivery and installation of all items.
6. Memorial University Reserves the Right to award each item in part, or in whole.
7. All items are subject to the following conditions
  - (a) Greenguard
  - (b) ISO 14001 and
  - (c) Indoor Advantage GOLD certification
  - (d) Meet ANSI/BIFMA Requirements as required for individual products
  - (e) Minimum 12 year Warranty on parts and labour

**APPENDIX D - LIST OF SUBCONTRACTORS**  
<Page intentionally left blank, appendix not used>

<b>APPENDIX C3</b> <b>BID FORM FOR TFM-018-26</b> <b>STANDING OFFER FURNITURE</b>	<b>All furniture must include the following in addition to the General Note Section unless noted otherwise</b> 1. The following Manufacturers are pre-approved, should they be able to meet the below standards, and provided layouts as requested: <ul style="list-style-type: none"> <li>• Teknion, Global, Inline, Steelcase, Groupe Lacasse, SPEC, Haworth, Miller-Knoll</li> </ul> 2. All laminates are to be High Pressure, Worksurface thickness are a minimum of 1-3/16", 3mm edgeband, unless otherwise noted. 3. Vender to supply 5 wood grain options for all work surfaces, unless otherwise noted. 4. Upholstery Selection to be minimum 100,000 double rubs, Must present a minimum of 7 selections of different patterns	<b>Issued for: Open Call</b> <b>Revision: 1</b>
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**NOTE: FAILURE TO COMPLETE ALL CELLS IN "APPENDIX B BID QUOTATION FORM" LOCATED BELOW SHALL RESULT IN BID DISQUALIFICATION**  
**STANDING OFFER AGREEMENT VALID UNTIL MARCH 31ST 2030, WITH PRICING RENEWAL EVERY YEAR ON MARCH 31ST. FIRST PRICE RENEWAL ON MARCH 31ST 2028,**  
**SECOND PRICE RENEWAL MARCH 31ST 2029.**

Item Number	Product Description	Pre-Approved Alternate (Indicate Manufacturer & Model Number) (SEE NO. 2 ABOVE)	Unit Cost (\$) HST Supply, Delivery & Installation Incl. (Pricing to be based on less than 10)	Total Cost (\$) Unit Cost x Quantity + HST Supply, Delivery & Installation Incl.
-------------	---------------------	---	--	--

**Tables - Meeting, Training & Casual**  
**Denoted by T (item number) on Drawing - T1**

**Plastic Laminate for items F1,F2,F3,F4F6,F7,F8 -F9 must be from a single manufacturer and will be awarded together to a single bidder for plastic laminate consistency.**  
**Metal bases for items F1,F2,F3,F4 may be from a seperate manufacturer but will be awarded with plastic laminate items.**  
**Supplier to maintain a stock of 10 tops and bases at a location in St John's, NL at all times for furniture items F2 and F4. (Single color top and base only)**  
**As in stock inventory is depleted, vendor to order replacement stock to fulfill minimum of 10 in stock items at all times.**

<b>F1</b>	<b>30x48 Height Adjustable Desk</b> - 30x48 Rectangular Laminate Worksurface - Trendway Choices, BRC Mesa, has been approved as alternates -Height adjustable Base for Rectangular Tops - Electric Height Adjustment - 125 lb. base lifting capacity - 26" Height adjustment range (22.5" - 48.5") - Three Stage adjustable legs - C-legs - Adjustable width frame (accommodates 36" - 72") - suitable for both 24" and 30" deep worksurfaces - Gyro Sensor anti-collision - Locking casters available - Two motors - Digital keypad with 4 memory settings - Anti-Collision safety feature - ESI VictoryLX, Workrite Ascent 4 EX has been approved as alternates			
<b>F2</b>	<b>30x60 Height Adjustable Desk</b> - 30x60 Rectangular Laminate Worksurface - Trendway Choices, BRC Mesa, has been approved as alternates -Height adjustable Base for Rectangular Tops - Electric Height Adjustment - 125 lb. base lifting capacity - 26" Height adjustment range (22.5" - 48.5") - Three Stage adjustable legs - C-legs - Adjustable width frame (accommodates 36" - 72") - suitable for both 24" and 30" deep worksurfaces - Gyro Sensor anti-collision - Locking casters available - Two motors - Digital keypad with 4 memory settings - Anti-Collision safety feature - ESI VictoryLX, Workrite Ascent 4 EX has been approved as alternates			

Item Number	Product Description	Pre-Approved Alternate (Indicate Manufacturer & Model Number) (SEE NO. 2 ABOVE)	Unit Cost (\$) HST Supply, Delivery & Installation Incl. (Pricing to be based on less than 10)	Total Cost (\$) Unit Cost x Quantity + HST Supply, Delivery & Installation Incl.
F3	<p><b>30x72 Height Adjustable Desk</b></p> <ul style="list-style-type: none"> <li>- 30x72 Rectangular Laminate Worksurface</li> <li>- Trendway Choices, BRC Mesa, has been approved as alternates</li> <li>-Height adjustable Base for Rectangular Tops <ul style="list-style-type: none"> <li>- Electric Height Adjustment</li> <li>- 125 lb. base lifting capacity</li> <li>- 26" Height adjustment range (22.5" - 48.5")</li> <li>- Three Stage adjustable legs</li> </ul> </li> <li>- C-legs</li> <li>- Adjustable width frame (accommodates 36" - 72")</li> <li>- suitable for both 24" and 30" deep worksurfaces</li> <li>- Gyro Sensor anti-collision</li> <li>- Locking casters available</li> <li>- Two motors</li> <li>- Digital keypad with 4 memory settings</li> <li>- Anti-Collision safety feature</li> <li>- ESI VictoryLX, Workrite Ascent 4 EX has been approved as alternates</li> </ul>			
F4	<p><b>72x72x24 Height Adjustable L-Shaped Desk</b></p> <ul style="list-style-type: none"> <li>- 72x72 L-shaped Laminate Worksurface <ul style="list-style-type: none"> <li>- Consisting of 2 work surfaces to obtain top</li> <li>- Curved radius corner, suitable for working</li> </ul> </li> <li>- Trendway Choices, BRC Mesa, or approved alternate</li> <li>-Height adjustable Base for Rectangular Tops <ul style="list-style-type: none"> <li>- Electric Height Adjustment</li> <li>- 330 lb. base lifting capacity</li> <li>- 26" Height adjustment range (21.5" - 47.5")</li> <li>- Three Stage adjustable legs</li> </ul> </li> <li>- C-legs</li> <li>- Adjustable width frame (accommodates 36" - 84")</li> <li>- Gyro Sensor anti-collision</li> <li>- Locking casters available</li> <li>- Two motors</li> <li>- Digital keypad with 4 memory settings</li> <li>- Anti-Collision safety feature</li> <li>- ESI VictoryLX, Workrite Ascent 4 EX, BRC Mesa has been approved as alternates</li> </ul>			
F5	<p><b>Height Adjustable Base for Rectangular Tops</b></p> <ul style="list-style-type: none"> <li>- Electric Height Adjustment</li> <li>- 125 lb. base lifting capacity</li> <li>- 26" Height adjustment range (22.5" - 48.5")</li> <li>- Three Stage adjustable legs</li> <li>- C-legs</li> <li>- Adjustable width frame (accommodates 36" - 72")</li> <li>- Suitable for both 24" and 30" deep worksurfaces</li> <li>- Gyro Sensor anti-collision</li> <li>- Locking casters available</li> <li>- Two motors</li> <li>- Digital keypad with 4 memory settings</li> <li>- Anti-Collision safety feature</li> <li>- ESI VictoryLX, Workrite Ascent 4 EX has been approved as alternates</li> </ul>			

Item Number	Product Description	Pre-Approved Alternate (Indicate Manufacturer & Model Number) (SEE NO. 2 ABOVE)	Unit Cost (\$) HST Supply, Delivery & Installation Incl. (Pricing to be based on less than 10)	Total Cost (\$) Unit Cost x Quantity + HST Supply, Delivery & Installation Incl.
F6	<b>Height Adjustable Base for L-Shape Tops</b> - Electric Height Adjustment - 330 lb. base lifting capacity - 26" Height adjustment range (21.5" - 47.5") - Three Stage adjustable legs - C-legs - Adjustable width frame (accommodates 36" - 84") - Gyro Sensor anti-collision - Locking casters available - Two motors - Digital keypad with 4 memory settings - Anti-Collision safety feature - ESI VictoryLX, Workrite Ascent 4 EX, BRC Mesa has been approved as alternates			
F7	<b>24x72 Desk with Surface Mounted Hutch</b> - 24x72" Rectangular desk w/ wall access modesty (MODEL BMRF52472) - 72" Standard hutch w/ solid doors (MODEL BMHCL157237) - Mounted tackboard for 72" Hutch (MODEL BOTB2172) - Universal Light (MODEL BTU200)			
F8	<b>48" Laminate Modesty Panel for Height Adjustable Desk</b> -13-17" Deep -Haworth Planes Modesty Panel Model TAOM			
F9	<b>60" Laminate Modesty Panel for Height Adjustable Desk</b> -13-17" Deep -Haworth Planes Modesty Panel Model TAOM			
F10	<b>72" Laminate Modesty Panel for Height Adjustable Desk</b> -13-17" Deep -Haworth Planes Modesty Panel Model TAOM			
F11	<b>Metal Mobile B/F Pedestal</b> - 23Dx15Wx22H -Herman Miller LW110 Metal file has been approved as alternate			
F12	<b>Medium Back Armchair</b> - Upholstered seat - Casters for Carpet flooring - Honeycomb Polypropylene Back - Very Office Side Chair by Haworth SCS-24-32 or approved alternate Allseating Tuck Stacker with casters, KNOLL MultiGeneration Med back Armchair has been approved as alternates			
F13	<b>60" Felt Privacy/Modesty Screen</b> - 60"W x 51"H Smooth Felt Screen - Attachment to front edge of worksurface - Provide 19" modesty below work surface - Smooth Felt Desk Edge Screen Model GZDH by Teknion or approved alternate			

Item Number	Product Description	Pre-Approved Alternate (Indicate Manufacturer & Model Number) (SEE NO. 2 ABOVE)	Unit Cost (\$) HST Supply, Delivery & Installation Incl. (Pricing to be based on less than 10)	Total Cost (\$) Unit Cost x Quantity + HST Supply, Delivery & Installation Incl.
F14	<b>Recessed Power Module</b> - Equipped with 2x power receptacles, 1x USB-C, and 1x USB-A receptacles - 12' power cord - Ability to connect in series - Clamp-Mount installation - Cove Model COV-22UAC-B-144 by Spec or approved alternate			



**DEPARTMENT OF FACILITIES MANAGEMENT**

**GENERAL CONDITIONS**

**AND**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**FOR**

**THE STIPULATED PRICE CONTRACT**

JANUARY 2026

**DEPARTMENT OF FACILITIES MANAGEMENT**

**GENERAL CONDITIONS AND AGREEMENT**

**BETWEEN OWNER AND CONTRACTOR FOR THE STIPULATED PRICE CONTRACT**

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## **1.0 DEFINITIONS**

### **1.1.1 Contract Documents**

The Contract Documents consist of the Instructions to bidders, Executed Agreement between the Owner and the Contractor, General Conditions of Contract, Supplementary General Conditions of Contract, Special Conditions, Campus Safety and Health Regulation, , Specifications, Drawings and such other documents forming part of the open call, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties. The successful bid and any Addenda to the Specifications issued during the bidding period shall also form part of the Contract Documents.

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

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

### **1.1.3 Subcontractors**

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents but does not include one who merely supplies products not so worked.

### **1.1.4 The Project**

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

### **1.1.5 The Work**

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

### **1.1.6 Place of Work**

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

### 1.1.7 Products/Materials/Equipment

The term Products/Materials/Equipment means all materials, machinery, equipment and fixtures forming the Work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

### 1.1.8 Other Contractor

The term Other Contractor means any persons, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for Work other than that required by the Contract Documents.

### 1.1.9 Time

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

### 1.1.10 Substantial Performance of the Work

A Contract shall be deemed to be substantially performed:

- a) When the Work or a substantial part thereof is ready for use or is being used for the purpose intended; and
- b) When the Work to be done under the Contract is capable of completion or correction at a cost of not more than:
  - (i) 3% (Three per centum) of the first two hundred and fifty thousand dollars (\$250,000) of the Contract Price;
  - (ii) 2% (Two per centum) of the next two hundred and fifty thousand dollars (\$250,000) of the Contract Price; and
  - (iii) 1% (One per centum) of the balance of the Contract Price.

- c) When the Work or a substantial part thereof is ready for use or is being used for the purpose intended and where the Work cannot be completed expeditiously for reasons beyond the control of the Contractor, the value of the remaining Work to be completed shall be deducted from the Contract Price in determining substantial performance. As per Section 4.19.0, Substantial Performance will not be issued until the final commissioning of the Work has been successfully completed.
- d) In all cases, time is of the essence regarding substantial performance.

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

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

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

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

#### **1.1.13 Extra Work**

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

## **2.0 GENERAL CONDITIONS**

### **2.1.0 INTENTIONALLY LEFT BLANK**

### **2.2.0 DOCUMENTS**

**2.2.1** The Contract Documents shall be signed by the Owner and by the Contractor, in accordance with Part 1 – Submission Instructions, Open Call for Bids. A digital copy of the executed Stipulated Price Contract will be provided to the Contractor.

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

**2.2.3** In the event of conflicts between Contract Documents, the following shall apply:

- a) Documents of later date shall govern;
- b) Figured dimensions shown on the drawings shall govern even though they may differ from scaled dimensions on the same drawing;
- c) Drawings of larger scale shall govern over those of smaller scale of the same date;
- d) Specifications shall govern over drawings;
- e) Special Conditions shall govern over Specifications;
- f) The General Conditions of Contract shall govern over Specifications;
- g) Supplementary General Conditions shall govern over the General Conditions of the Contract;
- h) The Executed Agreement between the Owner and the Contractor shall govern over all documents.

**2.2.4** The Contractor will be provided, without charge, up to three (3) sets of Contract Documents or parts thereof as are reasonably necessary for the performance of the Work. A .pdf version of the contract documents will also be provided, at the Contractor's request.

**2.2.5** The Contractor shall keep a copy of all current Contract Documents and shop drawings on the site, in good order and available to the Engineer/Architect and or their representatives.

**2.2.6** Drawings, specifications, models and copies thereof furnished to the Contractor are to be used only with respect to the Work. Such documents and models are

not to be otherwise used or revised in any manner without the written authorization of the Owner.

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

**2.2.8** Models furnished by the Contractor that have not been requested by the Owner are at the expense of the Contractor.

### **2.3.0 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK**

**2.3.1** During the progress of the Work, the Engineer/Architect shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.

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

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

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

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

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

**2.4.1** The Engineer/Architect, in the first instance, shall decide on questions arising under the contract Documents and interpret the requirements therein. Such decisions shall be given in writing.

**2.4.2** The Contractor shall notify the Engineer/Architect in writing within fourteen (14) days of receipt of a decision of the Engineer/Architect referred to in 2.4.1, if the Contractor believes that a decision by the Engineer/Architect is in error and/or at variance with the Contract Documents. Unless the Contractor fulfils this requirement, subsequent claims by them for extra compensation arising out of the decision will not be accepted.

- 2.4.3** If the question of error and/or variance is not resolved immediately, and the Engineer/Architect decides that the disputed work shall be carried out, the Contractor shall act according to the Engineer/Architect's written decision and carry out the disputed work.

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

In the absence of an Engineer/Architect, the Owner's decisions will prevail.

## **2.5.0 DELAYS**

- 2.5.1** If it can be clearly shown that the Contractor is delayed in the performance of the Work by any act or fault of the Owner, Engineer/Architect, then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Owner and the Contractor. The Contractor shall be entitled to be reimbursed for any costs incurred by them as a result of such a delay occasioned by the act or fault, provided that it can be clearly shown that the Contractor's forces cannot work efficiently elsewhere on the project and that the incurred cost is limited to that which could not reasonably have been avoided.
- 2.5.2** If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone employed by them directly or indirectly then the Contract Time shall be extended for such reasonable time as the Engineer/Architect may decide in consultation with the Contractor.
- 2.5.3** If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lockouts, (including lockouts decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Engineer/Architect in consultation with the Owner and the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.
- 2.5.4** No extension shall be made for delays unless written notice of claims is given to the Engineer/Architect within fourteen (14) days of its commencement, providing that in the case of the continuing cause of delay one notice shall be necessary.
- 2.5.5** If no schedule is provided under **2.3.0 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK**, no claim for delay will be considered because of failure to furnish instructions until fourteen (14) days after a demand for such instructions had been made and not then unless such claim is reasonable.

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

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

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

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

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

- a) Fails to proceed regularly and diligently with the Work; or
- b) Without reasonable cause wholly suspends the carrying out of the Work before the completion thereof; or
- c) Fails to maintain or manage the construction schedule as required by 2.3.5 above; or
- d) Refuses or fails to supply sufficient, properly skilled workers for proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work within five (5) working days of receiving written notice from the Engineer/Architect except in those cases provided in **2.5.0 DELAYS**; or
- e) Fails to make payments due to their Subcontractors, their Suppliers for their workers, or fails to comply with the procedures around Progress Payments in accordance with 2.15.8 and 2.15.9; or
- f) Persistently disregards laws or ordinances, or the Engineer/Architect's instructions; or
- g) Otherwise violates the provisions of their Contract to a substantial degree.

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

**2.6.3** If the correction of the default cannot be completed within the five (5) working days specified, the Contractor shall be considered to be in compliance with the Owner's instruction if they:

- a) Commence the correction of the default within the specified time; and
- b) Provide the Owner with an acceptable schedule for such correction; and
- c) Complete the correction in accordance with such schedule.

**2.6.4** If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy they may have:

- a) Correct such default and deduct the cost thereof as certified by the Engineer/Architect from any payment due under the Contract; or
- b) Terminate the Contract by written notice to the Contractor. If a Performance Bond has been provided by the Contractor, the Owner will provide the Surety with a copy of such notice.

**2.6.5** If the Owner terminates the Contract under the conditions set out above, they are entitled to:

- a) Take possession of the premises and products and utilize the temporary buildings, plants, tools, construction machinery and equipment, goods and materials, intended for, delivered to and placed on or adjacent to the Work and may complete the Work by whatever method they may deem expedient but without undue delay or expense;
- b) Withhold any further payments to the Contractor until the Work is finished;
- c) Upon total performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work as certified by the Engineer/Architect including compensation to the Engineer/Architect for their additional services and a reasonable allowance to cover the cost of any corrections required by **2.26.0 WARRANTY** exceeds the unpaid balance of the Contract Price; or if such cost of finishing the Work is less than the unpaid balance of the Contract Price, pay the Contractor the difference;
- d) On expiry of the warranty period, charge the Contractor the amount by which the cost of corrections under **2.26.0 WARRANTY** exceeds the allowance

provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference;

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

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

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

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

**2.7.2** If the Work should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court or other public authority and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the Owner fifteen (15) days' written notice, terminate the Contract.

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

The Engineer/Architect fails to issue a certificate in accordance with **2.16.0 CERTIFICATES AND PAYMENTS;**

- a) The Owner fails to pay the Contractor when due any amount certified by the Engineer/Architect and verified by the audit of the Owner;
- b) The Owner violates the provisions of the Contract to a substantial degree.

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

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

## **2.8.0 OTHER CONTRACTORS**

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

**2.9.0 ASSIGNMENT**

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

**2.10.0 SUBCONTRACTORS**

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

- a) Require their Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
- b) Be fully responsible to the Owner for acts and omissions of their Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.

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

- 2.10.2** The Contractor shall employ those Subcontractors proposed by them in writing and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.

- 2.10.3** The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other Subcontractors
- 2.10.4** In the event that the Owner requires a change from any proposed Subcontractor, the Contract price shall be adjusted by the difference in cost occasioned by such required change.
- 2.10.5** The Contractor shall not be required to employ as a Subcontractor any person or firm to whom they may reasonably object.
- 2.10.6** The Engineer/Architect may, upon reasonable request and at their discretion, provide to a Subcontractor information as to the percentage of the Subcontractor's work which has been certified for payment.
- 2.10.7** Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

## **2.11.0 DISPUTES**

- 2.11.1** Differences between the parties to the Contract as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instances by decision of the Engineer/Architect pursuant to the provisions of **2.4.0 ENGINEER/ARCHITECT'S DECISIONS** shall be settled in accordance with the requirement of the General Conditions.
- 2.11.2** The Claimant shall give written notice of such dispute to the other party no later than fourteen (14) days after the receipt of the Engineer/Architect's decisions given under **2.4.0 ENGINEER/ARCHITECT'S DECISIONS**. Such notice shall set forth particulars of the matters in dispute, the probable scope, extent and value of the dispute and relevant provisions of the Contract Documents. The other party shall reply to such notice no later than fourteen (14) days after they receive or are considered to have received it, setting out in such reply their grounds and other relevant provisions of the Contract Documents.
- 2.11.3** Pending settlement of the dispute, the Engineer/Architect will give such instructions as, in their opinion, are necessary for the proper performance of the Work or to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor cost incurred by the Contractor in carrying out such instructions which they were required to do beyond what the Contract Documents correctly understood and interpreted would have required

them to do, including costs resulting from interruption of the Work.

**2.11.4** It is agreed that no act by either party shall be construed as a renunciation or waiver of any of their rights or recourse, provided they have given the notices in accordance with Paragraph 2.11.2 and have carried out the instructions as provided in Paragraph 2.11.3.

**2.11.5** If the dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such tribunal as the circumstances require.

**2.11.6** In recognition of the obligation of the Contractor to perform the disputed work as provided in Paragraph 2.11.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

## **2.12.0 INDEMNIFICATION**

**2.12.1** The Contractor shall be liable for and shall indemnify and hold harmless the Owner and the Engineer/Architect, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings whatsoever arising under any statute or Common law.

- a) In respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the carrying out of the Work; and
- b) In respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Work.

**2.12.2** The Contractor shall not be liable under Paragraph 2.12.1 if the injury, death, loss or damage is due to any act or neglect of the Owner or Engineer/Architect, their agents or employees.

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

**2.13.1** The Owner may, without invalidating the Contract, make changes by altering, adding to or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly; and

**2.13.2** No change in the Work shall be made by the Contractor without prior written order from the Owner, and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**. Signed faxed copies are acceptable at the discretion of the Owner.

## 2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

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

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

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

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

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

- (i) The Contractor shall include, in the breakdown, their 15 percent mark-up (10 percent of the estimated cost for the overhead and 5 percent for profit on their portion of the Work
- (ii) When work is performed by one of the Contractor's Subcontractors, the Subcontractor's markup shall be 10 percent of the estimated cost for overhead and 5 percent for profit.
- (iii) The Contractor shall add 10 percent to the Subcontractor's pricing for their own profit and overhead combined.

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

- (a) all head office costs including salaries (specifically including the costs of superintendence pursuant to **2.28 PROJECT MANAGEMENT & SUPERINTENDENCE**), financing, overhead, profit and risk of undertaking the work.
- (b) all normal administration, communications, supervision and coordination generally associated with routine change orders.
- (c) all costs associated with the normal preparation of the change order

quotation such as investigation and estimating time, miscellaneous discussions and coordination and negotiations.

(d) costs related to:

- i. the purchase or rental of material, plant and equipment;
- ii. small tools 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. and fines and any insurance deductibles payable upon fault of the Contractor in performance of the Work.

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

When a change in the Work is proposed or required, the Contractor shall present to the Engineer/Architect for approval their claim for the change in the Contract Price and/or change in the Contract Time in a form acceptable to the Engineer/Architect and including the appropriate documentation. The Engineer/Architect shall satisfy themselves as to the correctness of such claim, and when approved by the Owner, a change order will be issued to the Contractor to proceed with the change. The value of Work performed in the change shall be included for payment with the regular certificates for payment. Once a change has been approved as to time, there may be no future claim for time due to this change.

**2.14.3** In the case of changes in the Work to be paid for under methods (b) and (c) of Paragraph 2.14.1, the form of presentation of costs and methods of measurement shall be agreed to by the Engineer/Architect and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.

**2.14.4** If the method of valuation, measurement and the change in Contract Price and/or

change in Contract Time cannot be promptly agreed upon, and the change is required to be proceeded with, then the valuation, measurement and the change in Contract Price and/or Contract Time will be subject to final determination in the manner set out in **2.11.0 DISPUTES**. In this case, the Engineer/Architect shall, with the consent of the Owner, issue a written authorization for the change setting out the method of valuation and, if by lump sum, their valuation of the change in Contract Price and/or Contract Time.

**2.14.5** In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Engineer/Architect shall certify the value of the Work performed in accordance with their own evaluation of the change and include the amount with the regular certificates for payment. The Contractor shall keep accurate records of quantities and cost of such work.

**2.14.6** It is intended in all matters referred to above that both the Engineer/Architect and Contractor shall act promptly.

**2.14.7** Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Document, an equitable deduction from the Contract amount by the Architect/Engineer shall be made to compensate the Owner for the uncorrected or uncompleted work.

**2.14.8** Credits will be based on the net cost of material and labour or the net difference in the unit price quantities.

## **2.15.0 APPLICATION FOR PAYMENT**

**2.15.1** Applications for payment on account may be made monthly as the Work progresses.

**2.15.2** Applications for payment shall be made monthly on a date to be agreed upon between the Owner and the Contractor, and the amount claimed shall be for the value proportionate to the amount of the Contract, of the Work performed and products delivered to the site at that date.

**2.15.3** The Contractor shall submit to the Engineer/Architect, before the first application for payment, a schedule of values of the various parts of the Work aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment.

**2.15.4** This schedule shall be made out in such form and supported by such evidence as to its correctness as the Engineer/Architect may reasonably direct and, when approved by the Engineer/Architect, shall be used as the basis for application for payment.

**2.15.5** When making application for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the site but not yet

incorporated into the Work shall be supported by such evidence as the Engineer/Architect may reasonably require to establish the value and delivery of the products.

**2.15.6** With each monthly claim for payment, except the first, the Contractor shall submit a Statutory Declaration attesting that they have made all payments to Subcontractors, Suppliers, and workers on behalf of whom amounts were included in the previous claim for payment.

**2.15.7** Applications for release of holdback monies following the substantial performance of the Work and the application for final payment shall be made at the time in the manner set forth in **2.16.0 CERTIFICATES AND PAYMENTS**.

**2.15.8** For **all** projects, it should be clearly understood that the University's policy is as follows:

- a) Each Progress Claim must be accompanied by a breakdown indicating amounts included for each Subcontractor;
- b) When the University makes a Progress Payment, it is made in prorated amounts on behalf of those Subcontractors for whom amounts have been included in the corresponding Progress Claim;
- c) The Contractor submitting the Progress Claim **must** make payment of the amounts included for the various Subcontractors to the various Subcontractors within ten (10) working days of issuance of the Progress Payment by the University. A failure to do so that results in a mechanics lien being filed against the University will result in no future Progress Claims being paid until the lien is vacated.
- d) Monthly payment amounts are not final or conclusive as to their value or quality of work performed and are subject to reopening and readjustment

**2.15.9** Contractors not following the above procedures will be considered to be in default of their Contract, and the University may proceed in accordance with **Article 2.6.0 OWNER'S RIGHT TO PERFORM WORK, STOP WORK AND/OR TERMINATE CONTRACT** Subsection **2.6.2 (d)** of the General Conditions.

## **2.16.0 CERTIFICATES AND PAYMENTS**

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

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

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

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

**2.16.4** Notwithstanding the provisions of Paragraph 16.3 (a) and notwithstanding the wording of such certificate, the Contractor shall ensure that such work is protected pending the Total Performance of the Contract and be responsible for the correction of any defects in it regardless of whether or not they were apparent when such certificates were issued.

**2.16.5** The Engineer/Architect shall within ten (10) days of receipt of an application from the Contractor for a Certificate of Substantial Performance make an inspection and assessment of the Work to verify the validity of the application. The Engineer/Architect shall within seven (7) days of their inspection notify the

Contractor of their approval or the reasons for their disapproval of the application. When the Engineer/Architect finds the Work to be substantially performed, they shall issue such a certificate. The date of this certificate shall be the date of Substantial Performance of the Contract. Immediately following the issuance of the Certificate of Substantial Performance, the Engineer/Architect, in consultation with the Contractor, shall establish a reasonable date for the Total Performance of the Contract.

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

- 2.16.9** No certificate for payment, any payment made thereunder or any partial or entire use of occupancy of the Work by the Owner shall constitute an acceptance of any work or products not in accordance with the Contract Documents.
- 2.16.10** As of the date of Total Performance of the Work as set out in the Certificate of Total Performance of the Work, the Owner expressly waives and releases the Contractor from all claims against the Contractor including, without limitation, those that might arise from the negligence or breach of Contract by the Contractor except one or more of the following:
- a) Those made in writing prior to the date of the Total Performance of the Work and still unsettled;
  - b) Those arising from the provisions of **2.12.0 INDEMNIFICATION** or **2.26.0 WARRANTY**;
  - c) Those made in writing within a period of six (6) years from the date of Substantial Performance of the Work, as set out in the Certificate of Substantial Performance of the Work or within such shorter period as may be prescribed by any Limitation Statute of the Province of Newfoundland and Labrador and arising from any liability of the Contractor for damages resulting from their performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Contractor is proven responsible.

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

- 2.16.11** As of the date of Total Performance of the Work, as set out in the Certificate of Total Performance of Work, the Contractor expressly waives and releases the Owner from all claims against the Owner including, without limitation, those that might arise from the negligence or breach of Contract by the Owner except those made in writing prior to the Contractor's application for payment upon Total Performance of the Work and still unsettled.
- 2.16.12** In the event of conflict between the provisions of the General Conditions and **2.24.0 DAMAGES AND MUTUAL RESPONSIBILITY**, the provisions of this General Condition shall govern.
- 2.16.13** The holdback to be used by the Engineer/Architect when issuing certificates of payment will be ten (10) percent of the value of the Work completed at the date of Contractor's claim.
- 2.16.14** Notwithstanding any other provision of this Contract, the Owner may:

- a) In the event of a claim by the Owner against the Contractor for damages arising out of the performance or non-performance of the Contract, withhold payment of any amount equal to the alleged damages until the liability for damages is established, and no amount of interest will be paid on amounts held under this Clause;
- b) Set-off amounts owing by the Contractor to the Owner;
- c) Following the issuance of the Certificate of Substantial Performance, withhold payment of an amount equal to twice the cost as estimated by the Engineer/Architect of remedying deficiencies until the issuance of a Certificate of Total Performance, and no amount of interest will be paid on amounts held under this Clause.

## **2.17.0 TAXES AND DUTIES**

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

**2.17.2** Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. For further clarity, changes to legislation or regulations that purport to decrease speed limits of vehicles (including trains or sailing vessels) do not constitute a tax or duty. If the Owner so desires, the Contractor is to cooperate with the Engineer/Architect and Owner and permit access to books and records in order to establish the amount of such taxes involved.

**2.17.3** The Contractor shall maintain full records of their estimates and of actual costs to them of the Work, together with all proper open calls, quotations, contracts, correspondence, invoices, receipts, payments to Subcontractors and Suppliers and vouchers relating thereto and shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf and shall furnish them with any information which they may require from time to time in connection with such records.

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

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

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

- a) The Contractor shall obtain building permits for the Work but are not required to pay for said permits.

b) The Contractor shall not include the obtaining of permanent easements or rights of servitude.

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

**2.18.4** The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are a variance therewith or changes which necessitate modifications to the Contract Documents are required by the authorities having jurisdiction subsequent to the Open call closing date, the Contractor shall notify the Engineer/Architect in writing requesting direction immediately when any such variance or change is observed by them. The Engineer/Architect will make the changes required to the Contract Documents, and the Contract Price and/or Contract Time shall be adjusted in accordance with **2.13.0 CHANGES IN THE WORK AND EXTRA WORK** and evaluated in accordance with **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

**2.18.5** If the Contractor fails to notify the Engineer/Architect in writing and obtain their direction as required in 2.18.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulation, codes and orders of any authority having jurisdiction, they shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to their failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

## **2.19.0 PATENT FEES**

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

**2.19.2** The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged

infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

## **2.20.0 WORKERS' COMPENSATION**

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

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

## **2.21.0 LIABILITY INSURANCE**

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

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

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

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

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

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

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

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

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

- a) Where the contract value exceeds \$100,000 (inclusive of HST)
  - Comprehensive General Liability = \$10,000,000.00;
  - Standard Automobile Policy Liability = \$5,000,000.00;
  - Contractor's Pollution Liability = \$5,000,000.00 per occurrence.

And if used directly or indirectly in the performance of The Work:

- Manned Aircraft and Watercraft Liability = \$10,000,000.00;

- Unmanned Aerial Vehicle (drone) Liability = \$5,000,000.00;
- b) Where the contract value is less than \$100,000 (inclusive of HST)
  - Comprehensive General Liability = \$5,000,000.00;
  - Standard Automobile Policy Liability = \$3,000,000.00;
  - Contractor's Pollution Liability = \$3,000,000.00 per occurrence.

And if used directly or indirectly in the performance of The Work:

- Manned Aircraft and Watercraft Liability = \$10,000,000.00;
- Unmanned Aerial Vehicle (drone) Liability = \$5,000,000.00.

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

## **2.22.0 PROPERTY INSURANCE**

**2.22.1** Property Insurance is required to be provided by the Contractor if one of the following criteria is met:

- a) The contract value exceeds \$5,000,000.00 (inclusive of HST).
- b) The contract is for a new building or extension, regardless of the contract value.
- c) The contract is for a renovation and will expose the interior elements of a building to the elements of weather, regardless of the contract value. Including, but not limited to, windows or roofing replacement projects.

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

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

**2.22.4** The policies shall insure against all risks of direct loss or damage. Such coverage shall apply to:

- a) All products, labour and supplies of any nature whatsoever, the property of

the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

- b) The installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.
- c) Damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.

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

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

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

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

- 2.22.6** All such insurance shall be maintained continuously until ten (10) days after the date the Engineer/Architect issues a certificate of Substantial Performance. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the terms of this insurance. Any increase in the cost of this insurance arising out of such occupancy shall be at the Owner's expense.

- 2.22.7** The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Substantial and Total Performance of the Work as the Engineer/Architect may decide.

- 2.22.8** The Contractor and/or their Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.

**2.22.9** When this Contract pertains to a new building or structure with a total bid amount greater than \$25,000.00, the Contractor shall maintain All Risk Builder's Risk Insurance acceptable to the Owner in the joint names of the Owner and Contractor in the amount of 100 percent of the total value of the Work done and material delivered to the site and payable to the Owner and Contractor as their respective interest may appear.

## **2.23.0 PROTECTION OF WORK AND PROPERTY**

**2.23.1** The Contractor shall protect the property adjacent to the project site from damage as the result of their operations under the Contract.

**2.23.2** The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of their operations under the Contract except damage which occurs as the result of:

- a) Errors in the Contract documents; and/or
- b) Acts or omissions by the Owner, their agents, employees or other Contractors

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

**2.23.4** Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in of **2.12.0 INDEMNIFICATION**, they shall make good such damage to the Work and, if the Owner so directs, to the Owner's property, and the contract Price and Contract Time shall be adjusted in accordance with in **2.13.0 CHANGES IN THE WORK AND EXTRA WORK** and evaluated in accordance with in **2.14.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

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

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

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

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

## **2.24.0 DAMAGES AND MUTUAL RESPONSIBILITY**

- 2.24.1** If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by them then they shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 2.24.2** Claims under this Contract shall be made in writing to the party liable within a maximum of thirty (30) days after the first observance of such damage and may be adjusted by agreement or in the manner set out in **2.11.0 DISPUTES**.
- 2.24.3** If the Contractor has caused damage to any other Contractor on the Work, the Contractor agrees upon due notice to settle with such other Contractor by agreement or arbitration, if they will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been sustained, the Contractor agrees to fully indemnify the Owner to the extent that the Owner is adjudicated to pay any of the damages. The Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.
- 2.24.4** If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.
- 2.24.5** Should the Contractor fail to meet the date to substantially perform the Work, as indicated in the Agreement between the Owner and the Contractor, and is unable to provide justification acceptable to the Owner for the delay then the Contractor will be held liable for any liquidated damage amount indicated in **3.0 SUPPLEMENTARY GENERAL CONDITIONS** and may be held liable for payment to the Owner for other damages and losses suffered by the Owner as a result of the Contractor's delay including additional costs for Engineering/Architectural supervision.

## **2.25.0 BONDS**

- 2.25.1** The Contractor shall promptly provide the Owner the surety bonds called for in the Open call Documents.
- 2.25.2** All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or surety-ship in the Province of Newfoundland and Labrador.

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

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

## **2.26.0 WARRANTY**

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

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

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

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

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

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

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

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

**2.27.3** Notwithstanding the provision of Paragraphs 2.27.1 and 2.27.2 above or any provisions to the contrary elsewhere in the Contract Documents where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be deemed to comprise part of the overall design of the Work, and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that they are responsible for the execution of the Work.

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

## **2.28.0 PROJECT MANAGEMENT AND SUPERINTENDENCE**

**2.28.1** The Contractor shall employ a competent Project Manager and necessary project team. It is the Contractor's responsibility to ensure their project team is qualified and capable of executing the project work.

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

For projects with a bid value greater than \$5 million dollars, excluding HST, the Project Manager shall have a minimum of ten (10) years' experience on construction projects of similar scale, complexity, type and value.

At the Owner's request, the project manager shall be required to submit a resume and cover letter outlining their work experience. The owner reserves its right to refuse the Contractor's suggested Project Manager in the event that the suggested project manager does not meet the above requirements. Such refusal shall not be exercised unreasonably by the Owner.

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

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

For projects with a bid value greater than \$5 million dollars, excluding HST, the Superintendent shall have a minimum of ten (10) years' experience on construction projects of similar scale, complexity, type and value. The Owner reserves its right to refuse the Contractor's suggested Superintendent in the event that the suggested Superintendent does not meet the above requirements. Such refusal shall not be exercised unreasonably by the Owner.

At the Owner's request, the Superintendent shall be required to submit a resume outlining their work experience.

## **2.29.0 LABOUR AND PRODUCTS**

- 2.29.1** Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the requirements of the Contract Documents.
- 2.29.2** All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required, and their use shall be subject to the approval of the Engineer/Architect.
- 2.29.3** In carrying out their duties under this Contract, the Contractor shall comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the Labour Standards Code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally residing in Newfoundland and Labrador.
- 2.29.4** The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all persons employed on the project.
- 2.29.5** The Contractor shall maintain good order and discipline among their employees engaged on the Work and shall employ on the Work only employees skilled in their various trades.
- 2.29.6** There shall be no discrimination in the selection of workers for employment on the project in respect to race, religion, views or political affiliation or any other enumerated ground contained in the *Human Rights Act, 2010* of Newfoundland and Labrador, and the office of the Canada Manpower will be used in the recruitment of workers wherever possible.
- 2.29.7** The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the Work is being performed.

**2.29.8** The Contractor shall be aware that the majority of hourly-paid and maintenance workers employed within the University are unionized. It is of utmost importance that any labour force used by the Contractor neither disrupts or be disrupted by any labour conditions existing on the University campus. Failure by the Contractor to familiarize themselves with labour conditions on Campus or disruptions to the Contractor's own labour force because of labour conditions on Campus will not relieve them of their obligations to furnish all labour and materials necessary to carry out the requirements of the Contract.

## **2.30.0 SUBSURFACE CONDITIONS**

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

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

## **2.31.0 USE OF THE WORK**

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

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

**2.31.3** Unless otherwise provided, the Contractor shall, at their own expense and without expense to the Owner, make suitable provision to accommodate all traffic, either pedestrian or vehicular, over or around the project upon which work is being performed in a manner satisfactory to the Engineer/Architect.

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

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

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

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

### **2.32.0 CUTTING AND REMEDIAL WORK**

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

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

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

### **2.33.0 INSPECTION OF WORK**

**2.33.1** The Owner, the Engineer/Architect and their authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.

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

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

**2.33.4** The Engineer/Architect may order any part of the Work to be specifically examined, should they believe such work not to be in accordance with the

requirements of the Contract Documents. If upon examination such work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work is found to be in accordance with the requirements of the Contract Documents, the Owner will pay the cost of examination and replacement.

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

#### **2.34.0 REJECTED WORK**

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

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

**2.34.3** If, in the opinion of the Engineer/Architect, it is not expedient to correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Engineer/Architect.

#### **2.35.0 SHOP DRAWINGS AND SAMPLES**

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

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

**2.35.3** Prior to submission to the Engineer/Architect, the Contractor shall review all shop drawings. By this review, the Contractor represents that they have determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data, or will do so, and that they have checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date and signature of a responsible person.

The Contractor shall submit shop drawings to the Engineer/Architect for their review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the Work of other contractors. If either the Contractor or the Engineer/Architect so requests, they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of reproducible transparencies or prints as the Engineer/Architect may direct. At the time of the submission, the Contractor shall notify the Engineer/Architect in writing of any deviations in the shop drawings from the requirements of the Contract Documents.

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

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

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

**2.35.7** The Contractor shall provide samples of special products, assemblies or components when so specified. The cost of such samples not specified shall be authorized as an addition to the Contract Price as provided in **2.13.0 CHANGES IN THE WORK AND EXTRA WORK**.

## **2.36.0 TESTS AND MIX DESIGNS**

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

**2.36.2** The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by law, ordinances, rules and regulations relating to the Work and the preservation of public health, shall be authorized as an addition to the Contract Price as provided in **2.13.0 CHANGES IN THE WORK**

**AND EXTRA WORK.**

**2.37.0 MATERIALS AND SUBSTITUTIONS**

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

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

- 2.37.1** Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed, together with any increase or decrease in price.
- 2.37.2** Whenever a substitute is proposed for approval, the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and they shall agree to bear any additional expense incurred due to their use of the proposed substitute.
- 2.37.3** The Engineer/Architect may accept or reject any or all of the proposed substitutions as they see fit, and their decision on a question of equality shall be final.

**2.38.0 TIME OF ESSENCE AND SCHEDULE**

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

**2.39.0 CASH ALLOWANCE**

- 2.39.1** The Contract Price includes cash allowances, if any, stated in the Contract Documents.
- 2.39.2** Cash allowances, unless otherwise specified, cover the entire cost to the Contractor of services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the Work stipulated under the cash allowances. This also includes the Contractors overhead and profit in connection with such cash allowance.
- 2.39.3** The cash allowance shall not include HST.
- 2.39.4** Where costs under a cash allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an allowance for overhead and profit as set out in **2.14.0 VALUATION AND**

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**CERTIFICATION OF CHANGES IN THE WORK.**

- 2.39.5** The Contract Price shall be adjusted by change order to provide for any excess or deficit to each cash allowance.
- 2.39.6** Progress payments on account of Work authorized under cash allowance shall be included in the Engineer/Architect's monthly certificates for payment.
- 2.39.7** A schedule shall be prepared jointly by the Engineer/Architect and Contractor to show the items called for under Cash Allowances. They must be authorized by the Owner for ordering purposes so that the progress of the Work will not be delayed.

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

- 2.40.1** The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.
- 2.40.2** When the Work is substantially performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work. They shall also remove waste products and debris, other than that caused by the Owner, other contractors or their employees, and leave the Work clean and suitable for occupancy by the Owner, unless otherwise specified.
- 2.40.3** When the Work is totally performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment. They shall also remove waste products and debris other than that caused by the Owner, other contractors or their employees.

### **3.0 SUPPLEMENTARY GENERAL CONDITIONS**

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## **4.0 SPECIAL CONDITIONS**

**ALL SECTIONS STRUCK OUT IN SECTION 4.0 ARE NOT INCLUDED IN THE CONTRACT**

### **4.1.0 LAYOUT OF WORK**

**4.1.1** Other than the original lot lines and a benchmark, both shown on the drawings, establish and maintain all grades, lines, levels and well-built batter boards at all corners of the building. As work progresses, lay out on the forms or rough flooring the exact location of all partitions as a guide to all trades.

**4.1.2** Verify all grades, lines, levels and dimensions as shown on the drawings and report any errors or inconsistencies in the above to the Engineer/Architect before commencing Work.

### ~~**4.2.0 JOB SIGN**~~

~~**4.2.1** At the start of the job, erect two painted signs as detailed and where located by the Engineer/Architect. This will be the only sign or advertisement permitted on the site unless instructed otherwise by the Engineer/Architect.~~

~~**4.2.2** The signs shall be 8'0" x 8'0" plywood, properly supported. It shall be painted and shall show the names of the building, Owner, Prime Consultant, Major Subconsultants, Contractor and Major Subcontractors. A drawing of the signs to be erected will be supplied by the Engineer/Architect.~~

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

**4.3.1** Construct and maintain, until completion of the Contract temporary offices and storage sheds in approved locations on site for the use of staff.

**4.3.2** Buildings shall be of weatherproof wood stud and plywood construction completely equipped with adequate lighting, heating and ventilation, and in addition, the Contractor's office shall be fully furnished with desks, plan tables, storage cabinets, file drawers, chairs, stools and plan racks.

**4.3.3** Provide storage sheds for small tools, equipment, perishable materials, etc., as necessary. All buildings shall be equipped with windows for natural light and doors properly fitted and equipped with locks.

**4.3.4** Maintain offices and storage sheds in good condition to the approval of the Engineer/Architect from start of Work until final completion of Work or, when directed by the Engineer/Architect, remove offices and sheds from the site and leave areas free of debris and waste materials and in a clean and tidy condition.

**4.3.5** Offices and storage sheds required by Trade Contractors, such as mechanical and electrical, shall be provided by the trade requiring them.

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

#### **4.4.0 TEMPORARY SERVICES**

##### **4.4.1 Light and Power**

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

##### ~~**4.4.2 Telephone**~~

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

##### **4.4.3 Toilets**

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

##### **4.4.4 Heat**

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

When ready for operation, the permanent heating equipment may be used for temporary heating purposes, subject to the conditions of the Mechanical Division of

the specifications. Protect all permanent heating equipment used for temporary heating purposes. Provide satisfactory site conditions for the proper operation of this equipment.

#### **4.4.5 Water Supply**

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

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

#### **4.5.0 PLANT AND MACHINERY**

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

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

#### **4.6.0 PROTECTION OF PUBLIC AND WORKMEN**

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

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

**4.6.3** The Workplace Health, Safety and Compensation Commission Regulations shall also apply to all phases of this project.

#### **4.7.0 CONSTRUCTION SCHEDULE**

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

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

#### **4.8.0 OPERATIONS AND MAINTENANCE DATA**

- 4.8.1** On completion of the project, submit to the Engineer/Architect one (1) copy of Operations and Maintenance Data and one (1) electronic copy as original editable format.
- a) Title page, labelled "Operation and Maintenance Data", project number, project name, date and list of contents.
  - b) Organize contents into applicable sections of work to parallel project specifications breakdown.
  - c) Provide electronic document in an acceptable file transfer method (external hard drive or file share), including all original and editable files or, at the direction of the Owner, pdf format.
- 4.8.2** Include the following information plus data specified in the technical specifications:
- a) Maintenance instruction for finished surface and materials.
  - b) Copy of hardware schedules.
  - c) Description, operation and maintenance instructions for equipment and systems, including complete list of equipment and parts list. Indicate nameplate information such as make, size capacity and serial number.
  - d) Names, addresses, email and phone numbers of Subcontractors and Suppliers.
  - e) Guarantees, warranties and bonds showing:
    - (i) Name and address of project.
    - (ii) Guarantee commencement date (date of Final Certification of Completion).
    - (iii) Duration of guarantee.
    - (iv) Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
    - (v) Signature and Seal of Contractor.
  - f) Additional materials used in project listed under various sections showing name of manufacturer and source of supply.

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

**4.8.4** The final certificate will not be issued until requirements of section 4.8 have been received and approved by the Engineer/Architect.

#### **4.9.0 COORDINATION OF WORK**

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

#### **4.10.0 TRAFFIC MAINTENANCE**

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

#### **4.11.0 FIRE PROTECTION**

**4.11.1** The Contractor's fire protection measures shall include:

- a) An adequate fire alarm signal, the use of fire-resistant tarpaulins, the daily inspection of temporary heating system by competent staff and regular fire patrol;
- b) All temporary wiring shall be done by electricians qualified under the applicable local regulations;
- c) Supply and maintenance of fifteen (15) pounds dry chemicals and/or five (5) gallons soda-acid fire extinguishers in such locations that no working crew has to travel more than fifty (50) feet to an extinguisher station. In any case, there shall be not less than one (1) fully charged extinguisher(s) at the job at any time.

#### **4.12.0 JOB MEETINGS**

**4.12.1** Where the value of the contract exceeds \$100,000 (HST excluded) job meetings

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

**4.12.2** Where the value of the contract is less than \$100,000 (HST excluded) job meetings shall occur at the discretion of the Owner's representative but shall not occur fewer than once per month.

#### **4.13.0 AS-BUILT DRAWINGS**

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

**14.13.2** As-built drawings shall be digital and shall indicate any and all changes in the contract work.

**14.13.3** Provide electronic as-builts in an acceptable file transfer method (external hard drive or file share)or, at the direction of the Owner, pdf format.

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

#### **4.14.0 COMPLETION TIME**

**4.14.1** The project shall be ready for the use and occupancy by the Owner within the time stated in the Contract Documents. Time is and continues to be of the essence.

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

#### **4.15.0 CLOSE DOWN OF WORK**

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

#### **4.16.0 BROKEN GLASS**

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

#### **4.17.0 HOARDING**

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

#### **4.18.0 COMMISSIONING**

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

#### **4.19.0 FINAL CLEAN-UP**

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

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

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

## 5.0 CAMPUS SAFETY AND HEALTH REGULATIONS

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

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

### 5.1.0 REGULATIONS, CODES AND STANDARDS

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

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

### 5.2.0 GENERAL SAFETY REGULATIONS

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

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

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

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

## **6.0 CONTRACTOR PERFORMANCE EVALUATION**

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

## 7.0 SIGNATURE PAGE

Open Call for Bid for: Memorial University (the Owner) Open Call Number: \_\_\_\_\_

Project Name: \_\_\_\_\_ Project Number: \_\_\_\_\_

Contractor's Full Business Name:

Contractor's Full Business Mailing Address:

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**Signature(s)**

**Title(s)**

### Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
I have authority to bind the corporation.

### Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

### Signed of Behalf of Memorial University (the Owner):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
I have authority to bind the corporation.

### Witness:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

This Stipulated Price Contract is signed at St. John's, NL on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.