# PUC WATER TREATMENT PLANT FENCING CONTRACT SPECIFICATIONS

Issued for Tender August 25, 2023



All bidders must register with WSP (by email to <a href="mailto:david.spacek@wsp.com">david.spacek@wsp.com</a>) to ensure addenda are issued to bidders.



#### **ABOUT US**

WSP is one of the world's leading professional services consulting firms. We are dedicated to our local communities and propelled by international brainpower. We are technical experts and strategic advisors including engineers, technicians, scientists, planners, surveyors and environmental specialists, as well as other design, program and construction management professionals. We design lasting solutions in the Buildings, Transportation, Infrastructure, Oil & Gas, Environment, Geomatics, Mining, Power and Industrial sectors as well as project delivery and strategic consulting services. With over 7,500 talented people across Canada and 36,000 people globally we engineer projects that will help societies grow for generations to come.

LOCAL OFFICE WSP CANADA INC. 390 BAY STREET, SUITE 101, SAULT STE. MARIE, ON P6A 1X2

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wsp.com



#### Sault Ste. Marie PUC

# Second Line West PUC Water Treatment Plant Fencing CONTRACT SPECIFICATIONS & TENDER DOCUMENTS



390 Bay Street, Suite 101, Sault Ste. Marie, Ontario P6A 1X2

Telephone (705) 942-2070 Fax (705) 942-3532

Project No. 231-00885-00 August 2023

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## PUC Services Inc. PUC Water Treatment Plant Fencing

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# PUC Services Inc. Second Line West PUC Water Treatment Plant Fencing INFORMATION FOR TENDERERS

#### 1. Delivery and Opening of Tenders

All bidders must register with WSP (by email to <a href="mailto:david.spacek@wsp.com">david.spacek@wsp.com</a>) to ensure addenda are issued to bidders.

A PDF copy of the tender shall be submitted to <a href="mailto:david.spacek@wsp.com">david.spacek@wsp.com</a> by the required time and date listed below. Please be aware of the size of your file. The email submissions must be less than 9MB in size.

The bidders are reminded that the submission must be RECEIVED at the above-noted email address prior to the time indicated. Bidders are encouraged to ensure submissions are sent with sufficient time to account for possible delays including but not limited to email delays, interruption of internet service, computer issues (software or hardware), or slow internet connections for uploading large files.

Tenders, properly marked as to contents in the <u>subject heading</u>, will be received by WSP until 3:00 p.m., local time:

#### Friday, September 8th, 2023

The Corporation reserves the right to reject any or all bids and the lowest Tender will not necessarily be accepted.

#### 2. Informal Tenders

Tenders which are incomplete, unbalanced, conditional, or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. All entries must be legible and made in ink or typewriter, otherwise the Tender may be declared informal. Persons tendering are required to fill in all blanks. Should any uncertainty arise as to the proper manner of doing so, instruction on proper procedure will be given, upon request, by the Contract Administrator. Tenders that contain prices which appear to be unbalanced in such a manner as likely to adversely affect the interests of the Owner, may be rejected.

#### 3. Tender Documents

All Tenders must be made on the printed forms supplied for that purpose. No others will be considered. Each Tender shall be in accordance with the Contract Documents and shall include a completed Form of Tender, an Agreement to Bond, Statement of Canadian Content and Statement Sheets CD-1 to CD-3 all as attached hereto, together with any other forms or sheets which the Tenderer is instructed elsewhere herein, or in any addendum hereto, to submit with their Tender.

The Tenderer shall give the Total Tender Price both in words and in figures and, except as is otherwise specifically permitted herein and in the Form of Tender, shall fill in all blank spaces for unit prices, lump sums, provisional items prices, time for completion and other information in the Form of Tender.

#### 4. <u>Discrepancies</u>

If a Tenderer finds discrepancies in, or omissions from the Contract Documents, or if he is in doubt as to their meaning, he shall notify the Contract Administrator, who may issue an Addendum. Neither the Owner nor the Contract Administrator will make oral interpretations of the meaning of the Contract Documents.

Addenda issued during the tendering period shall be allowed for by the Tenderer in submitting his Tender.

#### 5. Examination of Site

The Tenderer shall visit the site of the work before submitting his Tender and shall by personal examination satisfy themselves as to the local conditions that may be encountered during construction of the work. They shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the sub-surface materials and conditions. The Tenderer shall not claim at any time after submission of their Tender that there was any misunderstanding of the Terms and Conditions of the Contract relating to site conditions.

Tenderers must check in/out with Water Treatment Plant and wear all required PPE (hard-hat, hi-vis vest, boots, eyewear) while on site.

#### 6. Withdrawal or Qualifying of Tenders

A Tenderer who has submitted a Tender may submit a further Tender at any time up to the official closing time. The last Tender received shall supersede and invalidate all Tenders previously submitted by that Tenderer for this Contract.

#### 7. Tender Parts

The division of the Form of Tender into several parts is for administrative purposes only. Tenderers shall bid on all parts. Incomplete Tenders shall not be accepted. Tenders not completed as instructed shall be considered incomplete.

#### 8. Harmonized Sales Tax

The Owner will pay to the Contractor with each progress payment certificate the HST Tax due on the value of goods and services rendered for the payment interval.

#### 9. Bonds

The Contractor, together with a surety company approved by the Owner and authorized by law to carry on business in the Province of Ontario, shall furnish a Labour and Material Payment Bond for 50% of the Total Tender Price and a Performance Bond for 100% of the Total Tender Price. Such bonds shall be approved by and acceptable to the Owner and must be furnished when the contract is signed by the Contractor.

#### 10. Agreement to Bond

Each Tender must be accompanied by an "Agreement to Bond" from an approved guarantee company as surety that the Tenderer can obtain the required Contract Labour and Material Payment Bond and the required Contract Performance Bond.

#### 11. Workplace Safety & Insurance Board

The Contractor shall furnish evidence of compliance with all requirements of the Workplace Safety & Insurance Act of Ontario. Such evidence shall include a Certificate of Good Standing issued prior to the execution of the Contract, and a further certificate issued prior to the release of the Construction Lien Act Holdback.

#### 12. Proof of Ability/Submittals

The Tenderer shall be competent and capable of performing the various items of Work. The Tenderer shall complete the following statement sheets, which are bound herein, and submit with their Tender:

- 1. Statement Sheet CD-1: Tenderer's Experience on Similar Work with a list of specific examples completed within the last 5 years, with appropriate references.
- 2. Statement Sheet CD-2: List of Subcontractors.

#### 3. Statement Sheet CD-3: Tenderer's Staff and Plant.

The Tenderer may be required to furnish additional statements covering other matters, including financial resources.

#### 13. Occupational Health and Safety Act

In order to avoid any misunderstanding as to the nature of the work to be performed herein, the Contractor by executing this contract unequivocally acknowledges that he is the "Constructor" within the meaning of the "Occupational Health and Safety Act (Latest Revision), and the Regulations for Construction Projects", and the Contractor undertakes to carry out the duties and responsibilities of a Constructor with respect to the work.

It is specifically drawn to the attention of the Tenderer that the Occupational Health and Safety Act provides, in addition to other matters, that:

"A Constructor shall ensure on a project undertaken by the Constructor that:

- a) the measures and procedures prescribed by the Act and the regulations are carried out on the project;
- b) every Employer and every Worker performing work on the project complies with this Act and the regulations;
- c) the Health and Safety of Workers on the project is protected, and
- d) PUC Services Inc. Health and Safety Requirements are followed.

#### 14. Definition of Owner/Authority and Engineer/Contract Administrator

Whenever the word "Owner", "Municipality", "City", "Authority", or "Corporation" appears in this Contract, it shall be interpreted as meaning **PUC Services Inc.** 

Whenever the word "Engineer", "Consulting Engineer" or "Contract Administrator" appears in this Contract, it shall be deemed to mean WSP Canada Inc. and its Authorized Representatives.

#### 15. Acceptance or Rejection of Tenders

Subject to the General Conditions, neither the Consulting Contract Administrator nor any Officer or Employee of the Owner has authority to make or accept an offer or to enter into a contract on behalf of the Owner or to create any rights against or to impose any obligations on the Owner. The recommendation by the Consulting Contract Administrator of a Tender to the Owner for acceptance does not constitute acceptance of the Tender by the Owner.

A Tender is accepted by the Owner and a Contract is made thereby between the Owner and a Tenderer only when an Agreement in the form bound herein is executed by the Owner and by the Tenderer. The acceptance of the Tender and the execution of the Agreement by the Owner are subject to the express condition that the Owner receive a Performance Bond and a Payment Bond in accordance with the requirements hereof, <u>within fourteen days after notification</u> of the acceptance of the Tender by the Owner. **Tenderers must also submit all required Health and Safety documents prior to acceptance of the Tender. Tenders shall be open for acceptance for a period of 60 days after the closing date.** After this time, the Tender may only be accepted with the consent of the successful bidder.

The Owner shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Tenderer before or after, or by reason of, the acceptance or the non-acceptance by the Owner of any Tender, or by reason of any delay in the acceptance of a Tender, save as provided in the Contract. Tenders are subject to a formal Contract being prepared and executed. The Owner reserves the right to reject any or all Tenders and to waive formalities as the interests of the Owner may require without stating reasons therefore and the lowest or any Tender will not necessarily be accepted.

#### 16. Progression of Work and Completion Date

The Contractor shall start work on this Project within ten (10) days of receiving written notification from the

Contract Administrator to proceed and shall continuously work in an orderly manner to completion. The time for completion, detours and sequence of operations, shall be as specified in the Special Provisions contained herein.

#### 17. Contractor's Work Force

The Contractor shall use local manpower as much as possible for the work under this Contract.

#### 18. Approvals

The award of the Contract is subject to the Owner receiving all approvals for the Work.

#### 19. Statutory Declaration of Payments, Liens & Liabilities

Prior to the release of the Construction Lien Act Holdback, the Contractor shall submit a completed "Statutory Declaration of Payments, Liens and Liabilities" form. A copy of the form is bound herein in Appendix A.

#### 20. Tender Evaluation

Tenders will be evaluated based on price, the Tenderer's previous experience on similar work, Tenderer's previous performance, safety history, health and safety submittals, ability to meet schedules on previous Contracts and any other criteria that PUC Services Inc. deems necessary based on the specific work.

#### 21. Submittals, Certificates, Proof of Training and Qualifications

The following documentation shall be submitted by the Contractor prior to execution of the Contract (execution of the contract will only be undertaken if these items are satisfactory to PUC):

- a) PUC Contractor Prequalification Questionnaire The selected bidder is required to complete and submit this form (included in the Tender package). Award of the contract is contingent on PUC deeming the contractor acceptable from a H&S perspective.
- b) Insurance Certificate as specified herein.
- c) Workplace Safety & Insurance Board Certificate of Clearance.
- d) Workplace Safety & Insurance Board, Workplace Injury Summary Report.
- e) Copy of the signed Contractors Health and Safety Policy and Emergency Response procedures.
- f) Any other health and safety related documents requested by PUC.

#### The following documentation shall be submitted prior to commencement of construction on site:

- g) Emergency Contact List
- h) Copy of Notice of Project
- i) Site Specific Health and Safety Plan
- j) Spill Response Plan

In addition to the above, PUC will conduct a general H&S orientation and a site-specific orientation which must be attended by all of the Contractor's personnel who will be on site during execution of the work. Any new staff must also receive a hazard awareness session and Standardized Safety Orientation training with PUC Service's Health & Safety Department prior to commencing work.

Note: In the event that new personnel are added, their qualifications must be provided to the Corporation before commencing work. In addition, any changes to the above qualifications must be kept current throughout the period of the contract and the Corporation must be made aware of those changes. Any deviation from this could result in the cancellation of the contract. The Corporation accepts no liability should a breach of contract occur where the Contractor fails to keep Health and Safety Qualifications current.

### PUC Services Inc. PUC Water Treatment Plant Fencing

#### TENDERER'S CHECKLIST

#### BEFORE SUBMITTING YOUR TENDER, CHECK THE FOLLOWING POINTS:

- 1. Has your Tender been signed, sealed and witnessed?
- 2. Have you enclosed the Agreement to Bond, signed and sealed by your proposed Surety?
- 3. Have you completed all Schedules and Prices in the Form of Tender?
- 4. Have you completed and enclosed Statement Sheets CD-1 to CD-3?
- 5. Have you enclosed the Official Form of Tender? (Loose Copy).
- 6. Have you read the Contract Documents thoroughly?
- 7. Have you visited the site to ensure you have a clear understanding of the work involved?

MAKE SURE THAT YOU SEAL THE TENDER AND MARK THEREON THE CONTRACT NAME.

#### FORM OF TENDER **PUC Services Inc. PUC Water Treatment Plant Fencing**

#### FT.01 TENDER PRICE

1. Offer by -

2. To	PUC Services Inc.
A.	We, the undersigned, having examined the site of the Work, having carefully investigated the conditions pertaining to the Work and having secured all the information necessary to enable us to submit a bona fide tender, and having inspected all the Contract Documents, hereby agree to enter into a contract and to perform all the Work in a good and workmanlike manner in accordance with the Contract Documents to the satisfaction of the Engineer for the Total Tender Price (including H.S.T.) of

#### FT.02 CONTINGENCIES AND ALLOWANCES

Name

Date

Address

.....

We agree that the tender price includes the contingency sum of \$15,000 and that no part of this sum A. shall be expended without the written direction of the Contract Administrator, and any part not so expended shall be deducted from the tender price.

/100 dollars (\$

#### FT.03 QUANTITIES

The tender price is compiled from the Schedule of Tender Prices included hereinafter. The quantities A. in the schedule being approximate, we agree that the final valuation will be made on the basis of actual quantities measured during and on completion of the Work at the prices in the schedule.

#### FT.04 ADDITIONS AND DEDUCTIONS

- A. We agree that the valuation of additions to, and deductions from, the contract shall be made as follows:
  - 1. The prices in the Schedule of Tender Prices shall apply where appropriate.

WSP Canada Inc. Project No. 231-00885-00 Page 1 of 4

- 2. If the prices in subsection 1 are not appropriate, valuation will be made by one of the following methods:
  - (A) The Contract Administrator may ask the Contractor for a quotation for the proposed work;
  - (B) If the quotation referred to in (A) above is not accepted by the Contract Administrator, the actual cost of the Work will be determined as the total of only the following:
    - (1) As described in Section GC 8.02.04 of the General Conditions;
    - (2) Common construction equipment such as barricades, construction signs, delineators, snow fence, pick-up trucks, etc. will not be considered for payment except that pick-up trucks may be considered if they are being used to haul materials for the work.

#### FT.05 ADDENDA

A. We agree that we have received addenda ...... to ......\* inclusive, and the tender price includes the provisions set out in such addenda.

\* Tenderer to Complete

#### FT.06 SCHEDULE OF TENDER PRICES

A. Bidders shall fill in all Unit Prices and Total Prices. "Spec. No." refers to the applicable Ontario Provincial Standards Specification number, while "SP" refers to a Special Provision for this item. (P) indicates Plan Quantity Payment for the particular Tender Item.

SECTION	SECTION A – FENCING					
Item No.	Spec. No.	DESCRIPTION	Unit	Quantity	Unit Price	Total Price
A01	SP	Security Gate (slide-cantilever) and appurtenances	L.S.	1	\$	\$
A02	SP	PVC Conduits	m	90	\$	\$
A03	SP	Electrical Power and Communications from WTP to Security Gate Controller	L.S	1	\$	\$
A04	SP	Asphalt (remove and replace)	Sq.m. (P)	50	\$	\$
A05	SP	Chain Link Fence	m	650	\$	\$
A06	SP	Double Gate (6m wide)	Ea.	4	\$	\$
	SUBTOTAL SECTION A – FENCING					

SECTION	SECTION B - MISC. AND PROVISIONAL ITEMS					
Item No.         Spec. No.         DESCRIPTION         Unit         Quantity         Unit Price         Total Price			Total Price			
B01	SP	Bonds, Insurance, and Permits	L.S.	1	\$	\$
B02	SP	Contingency Allowance	L.S.	1	\$ 15,000	\$ 15,000
SUBTOTAL SECTION B – MISC. AND PROVISIONAL ITEMS						

SUMMARY	
SUBTOTAL SECTION A – FENCING	\$
SUBTOTAL SECTION B – MISC. AND PROVISIONAL ITEMS	\$
TOTAL TENDER PRICE (EXCLUSIVE OF H.S.T.)	\$

#### FT.07 PROVISIONAL ITEMS (NOT USED)

A. We agree that the Schedule of Tender Prices contains Provisional Items, which includes unit prices and estimated quantities for items that may or may not be used during the construction of the project. The Tenderer agrees that he is not entitled to payment for Provisional Items except for work carried out by him in accordance with the Contract and only to the extent of such additional work, as authorized by the Contract Administrator in writing. The total price for Provisional Items are not to be included in the Total Tender Price.

# SIGNATURE CONTRACTOR'S SEAL SIGNATURE COMPANY NAME WITNESS SIGNATURE

DATE

OFFERED ON BEHALF OF THE CONTRACTOR

#### PUC Services Inc. Second Line West PUC Water Treatment Plant Fencing

#### **STATEMENT SHEET CD-1**

#### TENDERERS' EXPERIENCE ON SIMILAR PROJECTS

Similar projects where Tenderer acted as Prime or Subcontractor (Minimum of Three (3)).

PROJECT	<u>DATE</u>	<u>VALUE</u>	PRIME OR SUB.

1.

# PUC Services Inc. Second Line West PUC Water Treatment Plant Fencing

#### **STATEMENT SHEET CD-2**

#### **LIST OF SUBCONTRACTORS**

The Tenderer shall list, on this sheet, the name of each proposed Subcontractor. A list of possible sub-trades is listed below. The Tenderer shall make an entry against each possible sub-trade listed by naming the proposed Subcontractor or by entering "by own forces", whichever applies.

If the Tenderer proposes to sublet a part of the work which is not listed below, he shall add the sub-trade and the proposed subcontractor's name to the list.

<u>Trade</u>	Subcontractor (include address & telephone number)	<u>Value</u>
Any Other Subsentrators Not Id	entified Above	
Any Other Subcontractors Not Ide	entified Above	

#### PUC Services Inc. Second Line West PUC Water Treatment Plant Fencing

#### **STATEMENT SHEET CD-3**

#### TENDERER'S STAFF AND PLANT

**STAFF** 

POSITION NAME EXPERIENCE

**EQUIPMENT** 

<u>ITEMS TO BE USED</u> <u>OWNED OR RENTED</u>

#### AGREEMENT TO BOND

+			Date, 2023 WSP Canada Inc. Project No. 231-00885-00
Ladies	and Gen	tlemen:	
	RE:	PUC Services Inc. PUC Water Treatment Plant Fencing	
works s Bond in bound t Total Te Price, in Tender, accepta	subject to n accordato the Over ender Pri in the state, and we	of the Owner accepting the Tender of and executing an a hereinafter referred to as "the Tenderer" to the express condition that the Owner receive the Perference with the said Tender, we the undersigned hereby a wner as surety for the Tenderer in a Performance Bond in ce and a Labour and Material Payment Bond in an amoun andard forms of the Canadian Construction Association agree to furnish the Owner with the said Bonds within the Tender has been mailed to us.	for the construction of the above ormance Bond and the Payment agree with the Owner, to become an amount equal to 100% of the t equal to 50% of the Total Tender and in accordance with the said
Note:		reement must be executed on behalf of the surety compar npany's corporate seal.	ny by its authorized Officers under
+	Enter na	ame and address of surety Company at the top of the pag	ge.

# PUC Service Inc. Second Line West PUC Water Treatment Plant Fencing FORM OF AGREEMENT

This Agreement, made (in triplicate) this	day of	in the year 2023, by and between
	, hereinafter	called the "Contractor",
	AND	

PUC Services Inc., hereinafter called the "Corporation".

WITNESSETH: That the Contractor and the Corporation undertake and agree as follows:

1. The Contractor will provide all the materials and all of the works shown and described in the Contract Documents entitled:

## PUC Services Inc. PUC Water Treatment Plant Fencing

which have been signed in triplicate by both Parties and which were prepared by WSP Canada Inc., acting as Agent and Contract Administrator and herein entitled, **"the Contract Administrator"**.

- 2. The Contractor will do and fulfill everything indicated by the Agreement, the General Conditions, the Specifications, the Special Provisions, Information for Tenderers, Form of Tender, Addenda (if any), and the Drawings.
- 3. The Contractor shall complete all Work as described in the Contract Documents to the entire satisfaction of the Contract Administrator within the period of time specified.
- 4. The Corporation shall pay to the Contractor the Contract Price as set forth in the Form of Tender in accordance with the provisions as set forth in the General Conditions, and the Special Provisions. The quantities contained in the Form of Tender are approximate only and the final payment shall be made for the actual quantities that are incorporated in or made necessary by the work covered by the contract.
- 5. The Corporation shall pay the Contractor for work that is ordered in writing by the Contract Administrator and that cannot be classified as coming under any of the contract units and for which no unit price, lump sum, or other basis can be agreed upon, on a time and material basis as set out in the General Conditions, or as otherwise stipulated in Section FT.04 of the Form of Tender.
- 6. The Contractor shall indemnify and save harmless the Corporation and the Contract Administrator, their officers, employees and agents, from all loss, damages, costs, charges and expenses of every nature and kind whatsoever which may be made or brought against them, its Officers, Employees and Agents, by reason or in consequence of the execution and performance or maintenance of the work by the Contractor, its Employees, Agents or Officers.
- 7. All communications in writing between the Corporation, the Contractor and the Contract Administrator shall be deemed to have been received by the Addressee if delivered to the individual, a member of the firm or an Officer of the Corporation for whom they are intended, or if sent by post or by telegram addressed as follows:
- 8. Schedule "A" PUC Indemnity shall form part of this Agreement.

The Corporation:	PUC Services Inc. 500 Second Line East Sault Ste. Marie, Ontario
The Contractor:	
The Contract Administrator:	WSP Canada Inc. 390 Bay Street, Suite 101, Sault Ste. Marie, Ontario, P6A 1X2
IN WITNESS WHEREOF the Parties he written.	ereto have executed this Agreement by the day and year first above
Signed, Sealed and Delivered in the presence of	
	PUC Services Inc.
(seal)	PUC SERVICES INC. (PRINT NAME AND SIGN)
	PUC SERVICES INC. (PRINT NAME AND SIGN)
	THE CONTRACTOR
(seal)	COMPANY NAME
	SIGNATURE (PRINT NAME AND SIGN)

#### Schedule "A" to Form of Agreement

#### **PUC INDEMNITY**

IN CONSIDERATION of the permission granted to the undersigned to enter upon the lands occupied by facilities, fixtures, equipment and appurtenances (the "Facilities") owned and/or operated by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. (collectively "PUC") to work or perform activity on or in the vicinity of the Facilities, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees to hold and save harmless and fully indemnify the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution and PUC Services Inc., and their directors, officers, employees, agents and affiliates, from any and all suits, actions, payments, legal or administrative proceedings, claims, demands, damages, liabilities, losses, interest, legal fees, costs and expenses sustained by the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and/or PUC Services Inc. of every nature and description, whether arising before or after completion of any work or activity on or in the vicinity of the Facilities and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, error, omission or fault whether active or passive of the undersigned, its employees, contractors, sub-contractors, engineers, agents or anyone acting under the undersigned's direction or control or on its behalf in connection with work or activity on or in the vicinity of the Facilities, including, without limitation, damages to the Facilities. This indemnity shall survive completion of the undersigned's work and activity. For clarity, the intent is that PUC shall be at no risk or expense to which it would not have been put had the undersigned not performed work or activity on or in the vicinity of the Facilities.

Without restricting the generality of the requirement to indemnify the PUC, the undersigned shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, and in the form and limits required under the contract between the undersigned and the Corporation of the City of Sault Ste. Marie in connection with the work being performed by the undersigned.

Such insurance coverage must in all respects be satisfactory to PUC and shall be maintained continuously by the undersigned from the commencement of any work or activity on or in the vicinity of the Facilities. All insurance policies must be endorsed to provide PUC with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.

All insurance must be evidenced by the undersigned prior to commencement of any work or activity on or in the vicinity of the Facilities, on the C.S.I.O. standard Certificate of Insurance form or if on another form, one that is satisfactory to PUC, and in addition, all insurance must name the Public Utilities Commission of the City of Sault Ste. Marie, PUC Distribution Inc. and PUC Services Inc. as Additional Insureds under each such policy.

This indemnity is in addition to, and not superseded by, any other indemnity provided by the undersigned to any party.

THE UNDERSIGNED acknowledges and agrees having read this Indemnity carefully and fully understands the contents of same.

DATED this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

SIGNATURE BLOCK OF CONTRACTOR [NAME OF CONTRACTOR]

Per:\_\_\_\_\_ Name:

Title:

I have authority to bind the Corporation

]

#### SUPPLEMENTAL GENERAL CONDITIONS OF CONTRACT

The Ontario Provincial Standards (OPSS) Muni General Conditions of Contract, 2019 are modified as follows:

#### **SECTION GC 1 -- INTERPRETATION**

#### GC 1.04 -- Definitions

The definitions of "Controlling Operation" and "Subcontractor" in **Subsection GC 1.04 are deleted and replaced by the following:** 

"Controlling Operation" means any component of the work, as determined by the Contract Administrator, which, if delayed, will delay the completion of the works.

"Subcontractor" means a person, firm, or corporation undertaking execution of a part of the work by virtue of an agreement with the Contractor which has been approved by the Owner.

"Rate of Interest" means the Bank of Canada rate of interest.

#### Subsection GC 1.04 is amended by the addition of the following:

"Commercial Source" means a place where aggregate or a product containing aggregate is available for sale.

"Delineator" means a TC-52 construction marker as described in the Manual of Uniform Traffic Control Devices.

"Provide" means supply labour, materials, equipment, handling and cartage required for the complete installation of the item concerned.

#### GC 1.06 -- Final Acceptance

#### Subsection GC 1.06 is amended by the addition of the following:

.02 Final Acceptance will not occur until the work has passed all inspection and testing requirements.

Section GC 1 is modified by the addition of the following:

#### **SECTION GC 2 -- CONTRACT DOCUMENTS**

Subsection GC 2.01 is deleted and replaced by the following:

#### GC 2.01 -- Reliance on Contract Documents

- .01 The owner warrants that to the best of his knowledge, the information furnished in the Contract Documents can be relied upon with the following limitations or exceptions:
  - (a) No warranty is provided or implied as to the location of underground utilities which may affect the Work. Although every effort has been made in the preparation of Contract Drawings to accurately detail the locations of underground utilities, it is the Contractor's responsibility to obtain locates of all underground utilities from the responsible authority and to satisfy himself as to their location and the extent to which they may affect the Work.
  - (b) The Owner does not warrant interpretations of data or opinions expressed in any Subsurface Report available for the perusal of the Contractor, whether or not such report is included as part of the Contract Documents; and,
  - (c) other information specifically excluded from this warranty.

#### SECTION GC 3 -- ADMINISTRATION OF THE CONTRACT

#### GC 3.01 is amended by the addition of the following:

- .18 Orders given by the Contract Administrator relating to the quality of material or workmanship or in respect to safety or public convenience must be obeyed by the Contractor without delay.
- .19 The Contractor shall not backfill or otherwise cover up any work without either having it inspected and approved by the Contract Administrator or first notifying the Contractor Administrator, in a manner approved or as directed by the Contract Administrator, that the work is ready to be covered up and allowing the Contract Administrator reasonable notice and opportunity for carrying out an inspection. The Contractor shall uncover or open up any work, other than in accordance with the foregoing, if ordered by the Contract Administrator, for inspection and, as directed by and to the satisfaction of the Contract Administrator, make good again all openings, excavations and disturbances of any property, real or personal, resulting therefrom, all at the Contractor's expense; but if the Contractor has backfilled or otherwise covered up any work in accordance with the foregoing, the cost of any uncovering or opening up and making good shall be borne as provided for in the Contract.
- .20 No approval by the Contract Administrator or failure of the Contract Administrator to carry out an inspection shall relieve the Contractor of any of his obligations under the Contract or shall be interpreted as being an acceptance of defective or improper work or material which must in every case be removed and replaced properly or otherwise rectified in a satisfactory manner whenever discovered at any time, as provided for in the Contract.
- .21 If, in addition to the inspection provided by the Contract Administrator, the Contractor is required by the Contract, by law, by local by-law, or by the Contract Administrator to have any part of the works inspected by others, give the Contract Administrator and the other concerned authority reasonable notice of the time and date proposed for the additional inspection.
- The Contract Administrator may order the work to proceed on a two or three eight-hour shift basis if he deems this necessary to speed up the work, or he may order any work to be carried out in whole or in part at night, and the Contractor shall have no claim for extra compensation in respect thereof. No work, however, shall be undertaken at night without the consent in writing of the Contract Administrator. Whenever, in the judgement of the Contract Administrator, it may be necessary or expedient, in order to preserve and maintain traffic over or on any street or road, to do work at night, or after or before the regular time of ending or beginning labour, such night or overtime work shall be performed by the Contractor without additional or extra cost to the Owner beyond the price bid for the work.
- .23 The Contractor shall ensure that during night work, if night work is approved by the Contract Administrator in writing, the site of the Work will be adequately flood lighted to the satisfaction of the Contract Administrator for work operations, inspections, and advance warning to traffic.

#### GC 3.02 -- Working Drawings

#### Subsection GC 3.02, paragraph .03 is deleted and replaced by the following:

.03 The Contract Administrator will endeavour to review and return Working Drawings within 10 calendar days of receipt. The Contractor shall take this review period into account in his scheduling of the work and shall not be entitled to any extension of Contract Time provided the stipulated review period is not exceeded.

#### Subsection GC 3.02 is amended by the addition of the following:

.08 For the portions of the work to be done under this Contract where Working Drawings are to be supplied by the Contractor, six (6) copies of same, together with specifications, <u>plus</u> such additional copies as the Contractor and his subcontractors may require, shall be submitted to the Contract Administrator for review.

The Contractor or his Subcontractor shall check and initial all Working Drawings before submission to the Contract Administrator so as to intercept and correct any errors or omissions. Working Drawings will not be reviewed by the Contract Administrator unless they have been previously checked by the Contractor.

The review by the Contract Administrator is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Contract Administrator approves the detail design inherent in the Working Drawings, responsibility for which shall remain with the Contractor submitting same, and such review shall not relieve the Contractor of his responsibility for errors or omissions in the Working Drawings or of his responsibility for meeting all requirements of the contract documents.

#### GC 3.07 is deleted and replaced by the following:

#### GC 3.07 -- Delays

- .01 If the Contractor is delayed in the performance of the Work by:
  - a) war, blockades or civil commotions; or
  - b) a "Stop Work Order" issued by a court or public authority, provided that such order was not issued as a result of an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly; or
  - the Contract Administrator giving notice under Subsection GC7.10, Suspension of Work;
  - d) abnormal inclement weather; or
  - e) archaeological finds in accordance with subsection GC3.15, Archaeological Finds;

then the Contractor will be entitled to an extension of Contract Time, as approved by the Contract Administrator for a period of time equal to the length of the delay and granted in accordance with Subsection GC 3.06, Extension of Contract Time. The Contractor shall not be entitled to claim for additional reimbursement by the Owner for costs incurred by the Contractor as a result of delay attributable to any of the above factors. In the case of an application for an extension of Contract Time due to abnormal inclement weather, the Contractor shall, with the Contractor's application submit evidence from Environment Canada in support of such application.

- .02 If the Contractor is delayed in the performance of the work by:
  - a) an act or omission of the Owner or Contract Administrator, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents;

then the Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as a result of such delay, as approved by the Contract Administrator. Extension of Contract Time will be considered in accordance with Subsection 3.06, Extension of Contract Time. Notwithstanding the foregoing, it is the contractor's responsibility to mitigate the effect of a potential delay by re-deploying his forces and equipment to perform other contract work that can reasonably be completed during a delay.

- .03 If the Work is delayed by labour disputes, strikes or lockouts -- including lockouts decreed or recommended to its members by a recognized contractor's association of which the Contractor is a member or to which the Contractor is otherwise bound -- which are beyond the Contractor's control, then the Contract Time shall be extended in accordance with Subsection GC 3.06, Extension of Contract Time. In no case shall the extension of Contract Time be less than the time lost as the result of the event causing the delay, unless a shorter extension is agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are the result of actions of the Owner.
- .04 The Contractor shall not be entitled to payment for the cost of delays incurred as a result of a dispute between the Contractor and the Owner. The Contractor shall execute the Work and may pursue resolution of the dispute in accordance with subsection GC3.13, Claims, Negotiations, Mediations.

#### **SECTION GC 5 -- MATERIAL**

#### GC 5.02 -- Quality of Material

#### Subsection GC 5.02 is amended by the addition of the following:

- .10 Prior to the commencement of Work and during the course of any such Work requiring the use of products controlled under the Workplace Hazardous Material Information System (WHMIS), the Contractor shall maintain on-site and shall provide to the Contract Administrator if requested, Material Safety Data Sheets for those products. All containers used in the application of products controlled under WHMIS shall be labelled.
- .11 When requested by the Contract Administrator, the Contractor shall submit certified copies of tests upon materials to be used in the construction of the Work, indicating that the materials comply with the Specifications. Have an approved testing laboratory make such tests at no expense to the Owner.

## SECTION GC 7 -- CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

#### **GC 7.01 -- General**

#### Paragraph GC 7.01.10 (7.01.05.01) is deleted and replaced by the following:

.10 The Contractor shall have an authorized representative who is directly employed by the Contractor on the site while all Work is being performed, to supervise the Work and act for an on the Contractor's behalf. Prior to commencement of construction, the Contractor shall notify the Contract Administrator of the name, address, and cell phone, pager and telephone number of the Contractor's representative who can be contacted at any time to deal with matters relating to the Contract.

Any change in this representative shall be approved in advance by the Contract Administrator. Seven (7) days notice of such a change shall be provided.

#### Paragraph GC 7.01.13 (7.01.07) is amended by the addition of the following:

- .04 The Contractor shall use extra forces and equipment, or revise the method of operation when the progress of work is not sufficient to meet the project schedule.
- .05 Contractor shall review the schedule at the end of each month and advise the Contract Administrator of any changes that are required and the reasons for the proposed changes.
- .06 The Contractor shall commence work within ten (10) days of receiving written notification to proceed from the Contract Administrator and shall work continuously without delay in an orderly and expeditious manner. The Contract Administrator reserves the right to order specific work to be completed at times other than shown in the schedule, if, in his opinion, this action is necessary.

.07 The Critical Path shall be clearly identified on all submitted schedules.

#### Paragraph GC 7.01 .16 (7.01.09.01) is deleted and replaced by the following:

.16 The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections which may be affected by the Work. The Owner will not be responsible for any damage done to the underground utilities by the Contractor's forces during construction, nor any damage done to the service connections.

The Contractor shall attend such meetings with the Contract Administrator and the utility authorities as may be required by the Contract Administrator to ensure coordination of activities among the Contractor and the utility authorities for each utility affected by the Contract.

#### Subsection GC 7.03 is amended by the addition of the following paragraphs:

- .06 Provide and maintain in a clean condition, a suitable and convenient privy or water closet accommodation for his workers.
- .07 Keep all portions of his work properly and efficiently drained during construction and until completion, and be responsible for all damage which may be caused or result from water backing up or flowing over, through, from or along any part of the work, or which any operations may cause to flow elsewhere. Dewater all work sites and excavations as necessary or as directed to enable the works to be constructed in a water-free condition. The Contractor shall not be entitled to any additional payment for compliance with the requirements hereof beyond the prices tendered for the construction of the works.
- .08 During construction keep pavement surfaces adjacent to and within the work area, clean, temporary road surfaces over backfilled excavations free from potholes and maintain all surfaces in good condition.
- .09 Before commencing the Contract, give written notice to the Contract Administrator for review of the hours proposed for work. During the progress of the work, submit written requests to the Contract Administrator, for review, at least seven (7) days in advance of any intended changes in working hours.

#### Subsection GC 7.14 is amended by the addition of the following paragraphs:

No Sunday work will be permitted, except in the case of emergency, and then only with the written permission of the Contract Administrator and to such extent as he may judge to be necessary. As far as possible, refrain from working on days which are legal holidays in Ontario. In case the Contractor desires to work on any such holiday, notify the Contract Administrator in writing to that effect at least four (4) days in advance of such holiday, stating those places where the said work will be conducted. If the Contractor fails to give such notice in advance of any holiday, such failure shall be considered as an indication that no work requiring the presence of an engineer or inspector is to be done by the Contractor on such a holiday.

#### Subsection GC 7 is amended by the addition of the following paragraphs:

#### 7.19 Equipment

All items of plant or mechanical equipment used during the course of construction or provided under the terms of the contract, shall meet all the requirements of the Ontario Ministry of Labour. Provide certificates of inspection by authorized inspectors of that Ministry upon being requested to do so by the Contract Administrator.

#### 7.20 Temporary Facilities

The location of all temporary buildings used for construction purposes must be approved by the Contract Administrator before erection work commences. Temporary buildings must be kept clean and free from nuisances so as not to be objectionable to the adjoining properties.

Provide all temporary telephone, water, power and light required during construction, making all necessary applications, obtaining all permits and paying all fees and charges for service and use.

Provide and erect temporary fencing where directed by the Contract Administrator.

Upon completion of the Contract, remove all temporary facilities.

#### 7.21 Working Environment

- .01 Carry out the work without interference with the rights of citizens living nearby or in any way causing damage, deterioration or discolouration to residences or other buildings.
- .02 Because other Contracts may be awarded by the Owner for work to be done adjacent to and/or within the limits of construction shown on the Contract Drawings, cooperate and make suitable working arrangements with other Contractor(s). The Contractor shall coordinate his work with other Contractors to ensure his work does not overlap in time or location. When work is being completed within or adjacent to the Contract Limits by another Contractor, the Contractor for this Contract must vacate an area within a 50 metre radius of the actual work location. In the event that Contractors are unable to reach a satisfactory working agreement, the Contract Administrator will determine coordination and execution of the work. Do not undertake any part of work without permission of the Contract Administrator.
- .03 Establish and maintain site procedures such that the noise level from construction areas is minimized by using vehicles and equipment with efficient muffling devices and providing or using devices that minimize the noise level in the construction area. Control noise level in accordance with local by-laws.
- .04 The Contractor shall take such steps as may be required to prevent dust nuisance resulting from his operations either within the right-of-way or elsewhere or by public traffic where it is the Contractor's responsibility to maintain a roadway through the work. The application of water and calcium chloride for dust control shall be the Contractor's responsibility whenever directed by the Contract Administrator or when a dust nuisance occurs. Care shall be taken to minimize the use of calcium chloride near water courses or agricultural lands.

Where the work requires the sawing of asphalt or the sawing or grinding of concrete, blades and grinders of the wet type shall be used together with sufficient water to prevent the incidence of dust, wherever dust would affect traffic or wherever dust would be a nuisance.

Transport dusty materials in covered haulage vehicles and keep public roadways clean and free of mud.

All costs incurred in providing dust control as stipulated herein shall be included in the unit prices bid in the contract and no separate payment shall be considered unless a separate tender item is included in the Contract, in which case payment shall be made under the applicable tender item.

- .05 Any shoring or sheeting required for roadway protection or for protection of watermains, sewers, gas mains, Hydro or Bell poles, or any other utility or structure, is the responsibility of the Contractor and no separate payment will be made.
- Afford all necessary and reasonable facilities to the Owner, or any of its employees or workmen, as well as to any company, corporation or person owning or operating any railway, tramway, wires, pipes or conduits or works or property, on, along, or near the line of the works, or in their vicinity. Notify all such parties before interfering with any of their property, rights or privileges and work in harmony with them. Notify the Contract Administrator in writing of any difficulty that arises in dealings with such parties. Where necessary, the Contract Administrator will issue instructions in order to resolve any difficulties, in which case, the Contractor shall abide by and follow the direction of the Contract Administrator.
- .07 Attend any and all project meetings scheduled by the Contract Administrator. A pre-construction meeting will be scheduled by the Contract Administrator, notice and location of which will be given in writing at least two days before the date of the meeting, the purposes of which will be to identify and introduce personnel, discuss communication requirements among parties, discuss Contract procedures and processing of field instructions, submissions, change orders and payment applications, and any other

matters that may arise with any of the parties. This meeting should be attended by the Contractor's Superintendent, the Resident Inspector, a representative of the Owner and any others that may be appropriate.

Progress meetings will be scheduled throughout the duration of the work. The same parties attending the pre-construction meeting shall attend progress meetings. The Contractor's representative(s) shall be thoroughly informed and knowledgeable with respect to the proposed topics of discussion and authorized to act and make commitments with respect to matters agreed to at the meeting.

.08 Review in detail the proposed construction in order to plan access routes and fuelling and maintenance areas. Do not refuel or maintain equipment adjacent to or in watercourses nor refuel within 50 metres of watercourses unless non-spill facilities are used. Fuelling and maintenance areas shall be approved by the Contract Administrator.

Do not clean equipment in streams or lakes, nor in locations where debris can gain access to sewers or watercourses. Clean construction equipment before entering onto roadways.

Submit procedures, and be prepared at all times for interception, rapid clean-up and disposal of any spillage that may occur, whether on land or water. Submit such procedures to the Contract Administrator before commencing work. Keep all materials required for clean-up of spills readily accessible on site. Immediately report any spills causing damage to the environment to the Ministry of the Environment.

Avoid encroachment on unique natural areas and disturbance of the habitat of rare or endangered species. Protect wetland sites used as feeding or breeding areas by migratory fowls or as habitat for other animals. Schedule construction in sensitive areas so that there will be minimal interference with water uses including fish migration or spawning, or disruption of incubation period of eggs.

Keep removal of vegetation to a minimum.

Excavate and stabilize temporary channel beds before diverting flow. Compact, stabilize and rip-rap banks and river beds that have been disturbed or damaged during construction. Where water is discharged, provide splash pads.

Use straw bales, silt fences and other approved materials to control siltation and sediment transport generated within or adjacent to the Working Area.

#### GC 7.02 -- Monuments and Layout

#### Subsection GC 7.02 is deleted in its entirety and replaced by the following:

- .01 The Contract Administrator will provide the Contractor in writing with benchmarks and points of reference to be used by him in setting out the works. All elevations indicated on Contract Drawings are referred to datum of Geodetic Survey of Canada and to benchmarks established at or near the site of the work. The Owner will be responsible only for the correctness of the information so supplied. From these points of reference, the Contractor will do his own setting out. The setting out by the Contractor shall include, but shall not be limited to, the preparation of grades sheets, the installation of centerline stakes, grade stakes, and offsets and the costs shall be borne by the Contractor.
- .02 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions and alignment of all parts of the works, and for the provision of all necessary instruments and labour in connection therewith. The Contractor shall not be responsible for the correctness of the information supplied by the Contract Administrator as herein provided for. If at any time during the progress of the works any error shall appear or arise in the position, levels, dimensions, or alignment of any part of the works, the Contractor shall, at his own expense, rectify such error to the satisfaction of the Contract Administrator, unless such error is based on incorrect data supplied in writing by the Contract Administrator. The checking of the setting out of any line or level by the Contract Administrator shall not in any way relieve the Contractor of his responsibility for the

- correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, stakes and other things used in setting out the works.
- .03 Prior to commencement of construction, the Contractor will locate on site those property bars, baselines and benchmarks which are necessary to delineate the Working Area and to lay out the Work, all as shown on the Contract Drawings.
- .04 The Contractor shall be responsible for the preservation of all property bars while the Work is in progress, except those property bars which must be removed to facilitate the Work. Any property bars disturbed, damaged or removed by the Contractor's operations shall be replaced under the supervision of an Ontario Land Surveyor, at no extra cost to the Owner.
- .05 The Contractor shall provide qualified personnel to lay-out and establish all lines and grades necessary for construction. The Contractor shall notify the Contract Administrator of any layout work carried out, so that the same may be checked by the Contract Administrator.
- .06 The Contractor shall assume full responsibility for alignment, elevations and dimensions of each and all parts of the Work, regardless of whether the Contractor's layout work has been checked by the Contract Administrator.
- .07 All stakes, marks and reference points provided by the Contract Administrator shall be carefully preserved by the Contractor. In the case of their destruction or removal, such stakes, marks and reference points will be replaced by the Contractor at no extra cost to the Owner.
- .08 The Contract Administrator will provide grading templates for reference by the Contractor in establishing the grading cross-sections. It will be the Contractor's responsibility to review and check the templates to identify any errors or discrepancies prior to commencement of the work. The Contractor shall notify the Contract Administrator forthwith of any errors, omissions or inconsistencies in the geometric information and the controls provided by the Owner. The templates contain all necessary information relating to distance and elevation for each station necessary for the construction of the Work.
- .09 The Contractor shall supply the Owner with all as-constructed horizontal and vertical data related to the layout of the Work before final completion. The Contractor shall compile as-built records on a weekly basis, and have available for review at each Progress Meeting.
- .10 The Contractor shall advise the Contract Administrator of the intended layout schedule each week by identifying the survey activities planned for the following week, including any miscellaneous surveying items.
- .11 For the grading layout, stakes 25 x 50 x 600 mm, minimum, shall be installed left and right of centreline at or near the right-of-way limits and in the areas where additional staking is required, such as intersections, bridges and on horizontal and vertical curves. Staking intervals shall be as specified under the Layout interval Table 1. The only data to be shown on these stakes shall consist of profile grade, offset distance from centre-line, and the station location. The Contractor shall erect butterfly rods, or batter boards at grade stake locations.
- .12 The Contractor shall provide a complete set of off-set stakes with finished grade and stations for the following components of the Work:
  - a) Pavement Items: concrete base, concrete pavement, stabilized base, asphalt, pavement and similar items. Fine grading stakes shall be utilized for this work when pavement items form part of grading or granular work.
  - b) Miscellaneous Items: sidewalk, curb and gutter, slope paving, structures, fencing, noise barrier, lighting, guide rail barrier, rip-rap, and similar items, as required by the Owner.

.13 The Contractor shall notify the Contract Administrator when the subgrade is completed. A subgrade cross-section will be obtained by the Contract Administrator and the grade accepted if construction is within the allowable tolerances. No granular material shall be placed until the subgrade is accepted.

TABLE #1

LAYOUT INTERVALS AND MEASUREMENT ACCURACY FOR CONSTRUCTION SURVEY - LAYOUT

ACTIVITY	INTERVAL	MEASUREMENT ACCURACY	REMARKS
Layout \$ Rock \$ Earth	10 m 25 m		With the exception of plus sections, layout is normally at the same interval as the cross-sections / grade calculations. This may be varied when extreme changes in horizontal and vertical alignment are encountered
Maximum setting structure footing graded	10 m		
Structure grades to be set to		1 mm	
Adjustment to slope stake distances to allow for grubbing losses		300 mm	
Set grades for earth grading to the nearest		10 mm	
Set grades for granular to the nearest		5mm	
Layout stake offset for curb and gutter			2 m but may be varied to suit conditions
Stake layout for curb and gutter	10 m		May be necessary to reduce for very sharp curves
Set curb and gutter grades to the nearest		1 mm	
Staking maximum for layout of a radius (intersections)	3 m		
Layout stake offset for concrete pavement			2 m offset
Concrete pavement grades to be set to		1 mm	

#### GC 7.07 -- Access to Properties Adjoining the Work and Interruption of Utility Services

#### Subsection GC 7.07 is amended by the addition of the following paragraphs:

- .04 Where necessary for access, provide and maintain suitable, safe, temporary roads, walkways and bridges. Remove temporary access facilities and restore disturbed areas, after the Work of the Contract has been completed and at no additional cost to the Owner.
- .05 The Contractor shall confine his operations within the municipal rights-of-way within the Contract limits, unless specifically permitted otherwise. Do not enter upon or occupy with workers, tools or materials of any nature any lands outside the contract limits shown in the drawings or as described herein, unless consent has been given in writing by the property owner. A signed copy of the Consent shall be furnished to the Contract Administrator.
- .06 Provide and maintain emergency access for fire trucks, ambulances, police vehicles and other vehicles for emergency services at all times.

#### GC 7.11 -- Notices by the Contractor

Subsection GC 7.11 is amended by the addition of the following:

.03 Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor's operations that cause or are likely to cause adverse effects, shall forthwith be reported to the Contract Administrator. Such spills or discharges and their adverse effects shall be as defined in the Environmental Protection Act R.S.O. 1990, Chapter E.19. This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

#### GC 7.13 -- Obstructions

Paragraph GC 7.13 .02 is deleted in its entirety.

#### **GC 7.16 -- Warranty**

#### Subsection GC 7.16 is deleted and replaced with the following:

- .01 Unless otherwise specified in the Contract Documents for certain Materials or components of the Work, the Contractor shall be responsible for the proper performance of the Work only to the extent that the design and standards permit such performance.
- .02 Subject to the previous paragraph, the Contractor shall correct promptly, at no additional cost to the Owner, defects or deficiencies in the Work that appear,
  - a) prior to and during the period of 12 months from the date of Final Completion of the Work, as set out in the Certificate of Final Completion
  - b) where the work is completed after the date of Final Completion, 12 months after Completion of the Work,
  - such longer periods as may be specified in the Contract Documents for certain Materials or some of the Work.

The Contract Administrator shall promptly give the Contractor written notice of observed defects or deficiencies.

.03 The Contractor shall correct or pay for damage resulting from corrections made under the requirements of GC 7.16.02

#### Section GC 7 is amended by the addition of the following subsection:

#### GC 7.19 -- Accounts Payable

.01 The Contractor shall pay interest after 60 days on accounts payable to the Owner at the Rate of Interest.

#### **SECTION GC 8 -- MEASUREMENT AND PAYMENT**

#### GC 8.02.03 - Advance Payment for Material

#### Subsection b) of Paragraph .01 in GC 8.02.03 is deleted and replaced by the following:

.01 b) There will be no advance payment for aggregate materials.

#### GC 8.02.04.01 -- Progress Payment Certificate

#### Paragraph .04 is deleted and replaced by the following:

.04 Payment will be made within 45 days of the Cut-off Date provided documentation required from the Contractor including, but not limited to, W.S.I.B. Clearance Certificates and any statutory declarations relating to payment of accounts, are received within 7 days of the Cut-off Date.

#### GC 8.02.04.09 -- Interest for Late Payment

#### Subsection a) of paragraph .01 in GC 8.02.04.09 is deleted and replaced by the following:

.01 a) Progress Payment Certificates: 45 days after Cut-off Date.

#### GC 8.02.04.10 -- Interest for Negotiations and Claims

#### Paragraph .01 of GC 8.02.04.10 is deleted and replaced by the following:

O1) Except as hereinafter provided, where a notice of negotiation, notice of intent to claim and the subsequent claims are submitted in accordance with the time limits and/or procedure described by subsection GC 3.13, Claims, Negotiations, Mediation, the Owner will pay the Contractor the Rate(s) of Interest on the amount of the negotiated price for the work or on the amount of the settled claim. Such interest will not commence until 45 days next following the established Cut-Off date which immediately follows the completion of the work to which the negotiation applies.

#### Section GC 8.02.03 is amended by the addition of the following subsection:

#### GC 8.02.04.13 -- Liens

.01 The Contractor and his surety, executors, administrators, successors and assigns (if assignment is approved as herein provided), and any and all other parties in anyway concerned, shall fully relieve and indemnify the Owner and all its officers, servants and employees from any and all liability or expenses in respect to any claim which may be made for a lien or charge at law or in equity or to any claim or liability or to any attempted attachment for debt, garnishee, process or otherwise. The Owner shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns, pursuant to this Contract.

#### GC 8.02.09 -- Liquidated Damages

#### Subsection GC 8.02.09 is deleted in its entirety and replaced by the following:

#### GC 8.02.09 -- Liquidated Damages

- .01 Should the Contractor fail to complete the Work in accordance with the Contract and to the satisfaction of the Contract Administrator within the time specified in the Special Provisions, or as amended on the written authority of the Contract Administrator, the Contractor shall pay to the Owner the sum of \$1,000.00 for each calendar day that the Work shall remain unfinished after such time.
- .02 Such payments are agreed upon and fixed as Liquidated Damages that the Owner will suffer by reason of delay and default, and not as a penalty. The Owner may deduct and retain the amount of such Liquidated Damages out of the monies which may be due or become due to the Contractor under the Contract.

#### Subsection GC 8.02 -- Payment is amended by the addition of the following subsection:

#### GC 8.02.10 -- Holdback for Rectification After Acceptance of the Work

.01 To cover rectification costs during the Warranty Period, the Owner will retain 3% of the value of Work done. This rectification holdback shall be retained by the Owner in increments from monies that would otherwise be payable to the Contractor, on each Progress Payment so that by the date of Substantial Performance of the contract, the full value of the required holdback has been retained. This holdback will be retained for the duration of the Warranty Period as defined in Section GC 7.16 -- Warranty. Additional monies will be held back as required by Provincial Statutes.

#### **LIST OF ONTARIO PROVINCIAL STANDARD SPECIFICATIONS**

The following Ontario Provincial Standard Specifications, and those referenced therein, shall apply to the Work of this Contract, unless otherwise indicated in the Special Provisions, Information for Tenderers, General Conditions, Drawings or elsewhere in the Contract Documents.

It is the Contractor's responsibility to obtain and be fully aware of the requirements of the most recent version of the Ontario Provincial Standard Specifications noted below:

Spec. №	<u>Title</u>
MUNI 102	Weighing of Materials
PROV 127	Schedule of Rental Rates for Construction Equipment, Including Model and Specification Reference
MUNI 180	Management of Excess Material
MUNI 182	Environmental Protection for Construction in Waterbodies and on Waterbody Banks
MUNI 201	Clearing, Close Cut Clearing, Grubbing and Removal of Surface Boulders
MUNI 206	Grading
MUNI 301	Restoring Unpaved Roadway Surfaces
MUNI 305	Granular Sealing
MUNI 310	Hot Mix Asphalt
MUNI 314	Untreated Granular Subbase, Base, Surface, Shoulder and Stockpiling
MUNI 401	Trenching, Backfilling & Compacting
MUNI 403	Rock Excavations for Pipelines, Utilities, and Associated Structures in Open Cut
MUNI 404	Support Systems
MUNI 422	Precast Reinforced Concrete Box Culverts and Box Sewers in Open Cut
MUNI 490	Site Preparation for Pipelines, Utilities and Associated Structures
MUNI 491	Preservation, Protection and Reconstruction of Existing Facilities
MUNI 492	Site Restoration following Installation of Pipelines, Utilities and Associated Structures
MUNI 501	Compacting
MUNI 506	Dust Suppressants
MUNI 510	Removal
MUNI 511	Rip-Rap, Rock Protection and Granular Sheeting
MUNI 517	Deviatoria y fan Evenuation
	Dewatering for Excavation

Spec. №	<u>Title</u>
MUNI 539	Temporary Protection Systems
MUNI 703	Permanent Small Signs and Support Systems
MUNI 706	Temporary Traffic Control Devices
MUNI 720 MUNI 772	High Tension Cable Guide Rail and Terminal Chain-Link Fence
MUNI 801	Protection of Trees
MUNI 802	Topsoil
MUNI 804	Seed and Cover
MUNI 805	Temporary Erosion and Sediment Control Measures
MUNI 1001	Aggregates - General
MUNI 1004	Aggregates - Miscellaneous
MUNI 1010	Aggregates - Base, Subbase, Select Subgrade, and Backfill Material
MUNI 1541	Chain-Link Fence Components
MUNI 1821	Precast Reinforced Concrete Box Culverts and Box Sewers
MUNI 1860	Geotextiles
MUNI 2001	Material Specifications for Signs
MUNI 2501	Calcium Chloride

NOTE: All other specifications referred to in the above shall be included

# SPECIAL PROVISIONS – GENERAL PUC Services Inc. PUC Water Treatment Plant Fencing INDEX

#### **SPECIAL PROVISIONS - GENERAL**

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#### 1. Equipment Inventory

The successful Bidder on the Contract will be required, before commencement of the Work, to submit a complete inventory of all his and any Subcontractor's equipment expected to be used on the Project. This information shall comply with OPSS 127 for the Identification of Equipment. Force Account Payments will not be processed until an inventory is received in a format acceptable to the Contract Administrator.

#### 2. Relocation and Support of Existing Utilities

Any adjustment or relocation of gas, cable television, telecommunications, or power plant shall be carried out by others and the Contractor shall have no right to monetary claim for delay or interference caused by such adjustment or relocation. Should the Contractor, however, be delayed because of such an adjustment or relocation, he may submit in writing to the Contract Administrator, a request for an extension of time, setting out in detail the reasons for the request. Should the Contract Administrator deem the request well founded and valid, he may grant such an extension.

The Contractor shall be responsible for the temporary support of all existing underground and overhead utility plant during the construction of the Works. Any costs associated with the support of such Utilities will be considered to be included in the unit prices for the various items of work and no additional compensation will be allowed.

The Contractor shall, at all times, provide access to the work site to facilitate plant relocations and modifications that are required to accommodate the new work.

The Contractor shall coordinate their work with the relevant Utility agencies to ensure their work does not overlap in time or location. When work is being completed within or adjacent to the contract Limits by a utility agency, the Contractor for this contract must vacate an area within a 50 metre radius of the actual work location.

Should the Contractor's work potentially encroach on the Occupational Health and Safety Act's limits of approach to overhead wires, the Contractor shall modify work to maintain a safe distance and eliminate potential for contact (preferred);

#### 3. Commencement and Completion

Time is of the essence on this Project. The Contractor shall commence work within ten (10) days of receiving the official order to start work, and shall proceed continuously to the completion of the Work. All work shall achieve Final Completion by December 15, 2023.

Completion of the work shall have been reached when all construction and all deficiencies documented at the time of inspection for the Certificate of Final Completion have been corrected, and a Certificate of Final Completion has been issued.

Hours of work shall be a minimum of eight (8) hours per day, five (5) days per week, Monday to Friday, Statutory Holidays exempted.

It is the Contractor's responsibility to schedule manpower and equipment and pay any additional expenses, including overtime pay to meet the stipulated time for completion.

All costs shall be included in the Contractor's Tender Price.

#### 4. Road Maintenance

The Contractor shall be responsible for maintaining all roads within the Contract Limits in a safe and traversable condition from the date his forces commence work until Final Completion is issued by the Contract Administrator. The condition of all roads must meet with the Contract Administrator's approval at all times.

#### 5. Quantity Estimates

The quantities shown for the unit price items where the notation (P) does not occur are estimates only and are for the sole purpose of establishing a dollar amount based on the unit price.

For any work completed under these items the Contractor will be paid for the actual measured quantities at the respective unit prices bid.

The Contract Administrator may increase or reduce these quantities or omit any item or portion of the work at his sole discretion. The Contractor shall not be entitled to any compensation whatsoever as a result of the deletion or reduction or increase in quantity under any of these items except as stipulated under GC 8.01.02.

#### 6. Refuse Collection (not applicable)

The Contractor shall ensure that on the normal day of refuse collection, all refuse is taken to a location where it can be picked up by the Municipality or private refuse trucks if access to regular pick up areas is not possible. All costs incurred in providing this service will be deemed to be included in the Unit Prices Bid in the Contract and no separate payment will be considered.

#### 7. Aggregate Sources

Only material obtained from an Ontario Ministry of Natural Resources and Forestry (MNRF) licensed gravel or slag aggregate source will be accepted on this contract.

#### 8. Material Tickets

Material tickets to be used on automatic weigh scales must be approved by the Contract Administrator. A daily summary accompanied by the tare sheet must be submitted within 24 hours of the day for which the summary is provided. A truck registry must also be completed.

Overloading is not permitted. Any portions of loads that exceed the loading capacity of the vehicle will not be paid.

It is the Contractor's responsibility to ensure that all material tickets are submitted to the Contract Administrator within 24 hours of the material being delivered to the site, in order to be eligible for payment.

#### 9. Guidelines for Excavation in the Vicinity of Utility Lines

The Contractor's work shall comply with the guidelines recommended in the "Guidelines for Excavation in the Vicinity of Utility Lines" as furnished by the Technical Standards & Safety Authority.

#### 10. Traffic Control

The Contractor shall prepare and submit a detailed, written Traffic Control Plan within 14 days of issuance of the Written Order to Start Work. The Plan shall be prepared in consultation with the Contract Administrator, the Municipality and the Ministry of Transportation, and, as a minimum, shall include the following:

- Proposed timing and duration of road closures;
- Construction staging to minimize disruption to traffic; and,
- Detour routes.

The following general requirements will apply to traffic control and shall be adhered to in the Traffic Control Plan:

- The Contractor shall complete as much work as possible with lane closures only, while maintaining at least one lane open to traffic and residences accessible;
- The timing and duration of any road closure must be approved by the Contract Administrator and the Municipality. It is the Contractor's responsibility to notify any affected residents a minimum of 24 hours prior to the road closure;
- If, in the opinion of the Contract Administrator, the Contractor is not taking all reasonable steps to minimize the disruption of traffic, he shall have the authority to order the Contractor to alter his work procedures and scheduling. The Contractor shall take whatever steps necessary, to the satisfaction of the Contract Administrator, and at no additional cost to the Owner. If the Contractor fails to act promptly

to resolve the identified problems, the Contract Administrator has the right to have the work completed by others, the cost of which will be deducted from the Contract.

 When a road is specified to be open to through traffic, at least one lane of traffic must be maintained in each direction.

Traffic control shall conform to the Ontario Traffic Manual, Temporary Conditions, Book 7.

The Contractor shall, at the Contractor's expenses, remove any equipment or material which, in the opinion of the Contract Administrator, constitutes a traffic hazard.

The Contractor shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so the vehicular movements are accomplished with minimum interference and interruptions to traffic in accordance with the restrictions on construction operations and permitted time for closures.

The Contractor shall make every effort to minimize the disruption to traffic during the construction of the works including access to the local residences and businesses located within the construction limits. The Contractor must provide and maintain at all times access to the local businesses including the provision for truck access to any commercial or industrial entrances located within the works.

All necessary traffic control devices such as signs, barricades, delineators, lanterns, and flashing lights shall be supplied and erected in accordance with the Ontario Traffic Manual - Temporary Conditions - Book 7. The Contractor shall be responsible for all traffic control and shall supply and properly place all signs required to maintain traffic control. The Contractor shall ensure that all signs required by the Contract Administrator are on the site and properly placed twenty-four (24) hours prior to commencement of any work. The signs and placement shall conform to the Ontario Traffic Manual - Temporary Conditions - Book 7.

All construction signs shall be the responsibility of the Contractor.

Any costs related to work required for traffic control, including construction of temporary entrances for the residences and businesses affected by the work, shall be included in the price bid for "Traffic Control". No other payment will be considered.

#### 11. Road Closures

Any driveway or road closures require the advanced approval of the Owner. Contractor shall provide uninterrupted access to the Water Treatment Plant at all times.

#### 12. Notifications

Prior to construction, notify the appropriate fire, police and ambulance departments, giving at least two (2) weeks notice of the initiation of the works.

#### 13. Erosion and Sediment Control

The transport of sediment to receiving waters could adversely impact aquatic habitat due to the presence of contaminants in the transported soil particles as well as the sediment itself impacting the habitat of aquatic life.

In order to mitigate potential adverse impacts to the aquatic habitat, the Contractor shall provide effective erosion and sediment control for the duration of the Project. Prior to initiating any work, the Contractor shall submit a proposed Erosion and Sediment Control Plan which will identify the number and location of all mitigating features. No work shall be permitted until the plan is approved by the Contract Administrator.

The measures incorporated by the Contractor must effectively prohibit the transport of sediment to the receiving waters within and adjacent to the project. The Contractor will be responsible for maintaining all erosion and sediment control features in good working order for the duration of the contract and shall frequently remove any sediment build-up and replace ineffective controls.

The Contract Administrator shall continually monitor the effectiveness of the mitigating measures established by the Contractor. The Contractor shall provide additional controls or enhance existing controls in accordance

with the direction received from the Contract Administrator.

Payment for all required erosion and sediment control features shall be included in the unit prices bid for applicable items in the Contract. No additional payment will be made for these provisions.

#### 14. Disposal of Surplus Soils

The Contractor shall be responsible for the disposal of unsuitable and surplus excavated and other material in accordance with the requirements of OPSS 180 – Management and Disposal of Excess Material.

All costs for the disposal of the surplus soils by the Contractor shall be included under the applicable road work and/or pipe work items.

#### 15. Contractor's Obligations Respecting Safety

The Contractor acknowledges that it has read and understood the Occupational Health and Safety Act, R.S.O. 1990, c.0.1 as amended.

The Contractor covenants and agrees to observe strictly and faithfully the provisions of the said Occupational Health and Safety Act and all regulations and rules promulgated thereunder.

The Contractor agrees to indemnify and save the Owner harmless for civil damages arising from any breach or breaches of the said Occupational Health and Safety Act.

The Contractor acknowledges his responsibility for the enforcement of the said Occupational Health and Safety Act to ensure compliance therewith.

The Contractor further acknowledges and agrees that any breach or breaches of the Occupational Health and Safety Act whether by the Contractor or any of its subcontractors may result in the immediate termination of this Contract and the forfeiture of all sums owing to the Contractor by the Owner.

The Contractor shall allow access to the work site by such personnel as may be from time to time designated by the Owner to inspect work sites to ensure compliance with the Occupational Health and Safety Act.

The Contractor agrees that any civil damages that may be assessed against the Owner by reason of a breach or breaches of the Occupational Health and Safety Act by the Contractor or any of its subcontractors will entitle the Owner to set off these civil damages against any monies that the Owner owes the Contractor under this Contract or under any other Contract whatsoever.

#### 16. Contractor's Representative on Site

The Contractor shall provide on site a Project Superintendent, who shall be responsible for and have authority over all work performed under this Contract. The Project Superintendent shall be fully conversant in the terms of the Occupational Health and Safety Act, the Contract Documents, OPSS, OPSD and any other specifications referred to in the Contract Documents.

The Project Superintendent shall remain on site at all times that work is being performed whether by the Contractor or any subcontractor, and shall have the authority to act on behalf of the Contractor. Commitments made by the Project Superintendent in regards to project financial, personnel, timing or other matters shall be binding on the Contractor.

Where there is no representative on site to discuss problems or to give direction, the work shall cease at no cost to the Corporation. The Project Superintendent must be mutually agreed to by the Contractor and the Contract Administrator. Replacement of the Project Superintendent is strictly forbidden unless prior written approval is obtained from the Contract Administrator.

#### 17. Inclement Weather

Make adequate protection and take precautions at times of inclement weather.

Inclement weather or extra Work caused by such weather will not be accepted as reason for additional payment.

#### 18. Public Convenience

The Contractor shall be responsible for informing residents of any change in access to their Property, sufficiently in advance of such interruption of service so that the resident can take steps to minimize personal inconvenience. The Contractor shall schedule this work, as approved by the Owner, to provide minimum inconvenience to the Public. Private residential driveways shall not be closed for more than ten (10) consecutive calendar days except for emergency conditions. Private commercial driveways shall not be completely closed at any time without approval of the Engineer.

If the Contractor fails to open driveways in accordance with the time specified above, the Contract Administrator will suspend all work until the Contractor has satisfied this specification and extension for lost time will not be granted at the end of the Contract.

#### 19. Removal and Disposal of Small Trees and Shrubs

Small trees, less than 100mm in trunk diameter and shrubs shall be removed to accommodate Works, services or restoration of driveways, walkways, etc. and disposed of by the Contractor.

These costs are deemed to be included in the Unit Prices Bid for the related items and no separate or additional payment will be made for this work.

#### 20. Trees and Shrubs

Not used.

#### 21. PUC Contractor Management Program

At all times during the performance of the work, the Contractor, and any Subcontractors, shall comply with "Appendix A - Contractor Health Safety and Environmental Obligations" of PUC's Contractor Management Program. Refer to Appendix A and Appendix B (attached).

**SPECIAL PROVISIONS - TENDER ITEMS** 

**PUC Services Inc.** 

**PUC Water Treatment Plant Fencing** 

#### Item No. Security Gate (cantilever):

A01 The Lump Sum Price bid for this item shall include all labour, equipment, material, setup and programming necessary for the supply and installation of a Cantilever Security Gate system, as supplied by Ontario Parking Systems Ltd. (519) 667-1482 (Cory Carolino).

- 1) Cantilever Security Gate:
  - a. 28'x6' TYMETAL HD SLIDE GATE
  - b. Fortress Heavy Duty Cantilever Slide Gate including all necessary hardware for 4 ½" support posts.
  - c. Gate to be galvanized finish
  - d. Aluminum dual track slide gate designed and built for 24hr/7 day motorized applications.
  - e. Truck and roller assembly c/w 5 years manufacturer's warranty
  - f. Chain Bracket Kit (K10-3209)

#### 2) Gate Operator:

- a. HySecurity SlideSmart DC15 Operator
- b. HySecurity's UPS equipped chain drive slide gate operator with 24vDC motor
- c. Soft-start and soft-stop controller
- d. High duty cycle rating
- e. Up to 4000 feet of gate travel during a power outage
- f. Speed: 1.25 ft per second
- g. Heater shall be provided (for temperatures down to -40 degrees Celsius)

#### 3) Loops:

- a. Reversing vehicle sensor loop
- b. Open/Exit Vehicle sensor loop
- c. HySecurity Hy5B 2.0 Automatic Vehicle Loop Detector MX4621
- d. Post mount adapter plates

#### 4) Control Panel:

- a. Post mount control panel
- b. EMS Access Fire Switch with box, model AFB120
- c. Programmable Dip Remote (provide 10 units) must ensure compatible with exiting units.
- d. Universal Receiver with Antenna Extension Kit
- e. Housing, 7"x7" with lock and two (2) keys
- f. Dual Pedestal: 48" and 80" high Galvanized Pedestal

#### Item No. PVC Conduits

The Lump Sum Price bid for this item shall include all labour, equipment, and material necessary for the supply and installation of PVC conduits from the Water Treatment Plant to the Cantilever Gate Operator.

#### **PVC Conduits:**

- One (1) 50mm PVC conduit for 120V power to gate operator
- One (1) 50mm PVC conduit for communications to gate operator
- One (1) 50mm PVC conduit from Control Loop A to gate operator
- One (1) 50mm PVC conduit from Control Loop B to gate operator
- One (1) 50mm PVC conduit from Key Pad to gate operator
- PVC conduits shall be installed in accordance with the Ontario Electrical Code
- Additional pull-string shall be left in conduits for future use
- Install caution tape over all conduits
- Bedding and covers shall be Granular A, compacted to 100% SPMDD.

#### Item No. Electrical and Communications Supply to Security Gate Controller

A03 The Lump Sum Price bid for this item shall include all labour, equipment, and material necessary for the installation of 120 VAC power for the Security Gate Controller.

- Conductors shall be sized and installed in accordance with the Ontario Electrical Code
- Terminate conductors inside Water Treatment Plant building at existing Lighting Panel (provide 15A breaker)
- Terminate conductors at Security Gate Controller
- Install communication cable (4 pair, #16, shielded) between the Security Gate Controller and the Water Treatment Plant (WTP) control room.
- Push button and intercom shall be installed in the WTP control room so that gate can be opened from inside the control room.

#### Item No. Asphalt (remove and replace)

The Unit Price bid for this item shall include all labour, equipment, and material necessary for the removal of asphalt for the installation of PVC conduits and gate controller loops.

- Cutting shall be completed utilizing suitable mechanical sawing equipment capable of producing a straight, clean, vertical face. Remove old asphalt and dispose off-site
- Prior to cutting of existing asphalt, the Contractor shall mark the proposed cutting lines, utilizing paint or other suitable means, for review by the Contract Administrator, and shall only proceed once the Contract Administrator has approved the proposed lines.
- After installation of electrical components (PVC conduits and loops), backfill with Granular "A" per OPSS 1010, and compact to 100% SPMDD.
- Reinstate asphalt with 50mm HL8, and 40mm HL3HS as shown on the drawings.
- Install step-joints as shown on the drawings.

Measurement for this item shall be by square meter as measured in the field.

#### Item No. Chain Link Fence

A05 The Unit Price bid for this item shall include all labour, equipment and material to install chain link fencing.

- Materials shall meet OPSS.PROV 1541 "Material Specification for Chain Link Fence Components"
- Chain link fence shall have a top rail.

#### Fence Fabric

- The steel wire for chain-link fence fabric shall be according to CAN/CGSB 138.1.
- The fabric shall be 1800 mm wide with a uniform 50 mm diamond pattern chain-link mesh closed at one edge by knuckling and at the other edge by twisting
- The fence wire shall be Type 1, Steel Fabric; Class A, Zinc-Coated Galvanized After Weaving (GAW); Style 2, Medium, 3.5 mm; Grade 2, Galvanizing Thickness.

#### Posts and Rails

- All posts and rails shall be galvanized steel pipe and shall be according to CAN/CGSB 138.2.
- Post caps to provide waterproof fit, to fasten securely over posts
- Install reflective tape on top rail and posts. Tape shall be 300mm long, and spaced every 3 metres (minimum) along the entire length of the fence. 300mm tape shall also be installed on every post 1.2m above grade.

#### Fittings and Hardware

 Fasteners for attaching fence fabric to posts, top rails or wires, and bottom wires shall be made with the same material as the fence fabric. However, stainless steel fasteners may

- be used with any fence fabric.
- All required fittings and hardware and galvanizing of such parts shall be according to CAN/CGSB 138.2.
- Fasteners for attaching fence fabric to posts, bottom wires, top rails, and top wires shall be 3.5 mm diameter aluminum or galvanized steel wire or 1.5 mm diameter stainless steel wire. Fasteners shall have the same coating as the fence fabric.
- Tension bars and tension bands shall be according to ASTM F 626.

#### Turnbuckles

- Turnbuckles shall be drop forged steel according to ASTM A 27M and shall be galvanized according to CSA G164M.
- The average overall length shall be approximately 30 cm with ends in the closed position. Bolt diameter shall be approximately 10 mm and capable of taking up a minimum of 150 mm slack.

#### Concrete

- Concrete shall have a nominal minimum 28-Day compressive strength of 20 MPa, with 6% air.

#### Installation:

- Contractor shall stake out location of all fence post locations and obtain sign-off from the Contract Administrator prior to installing the fence.
- All posts shall be placed plumb and set accurately in line and position.
- Posts shall be cut to the required height above the ground to present a smooth and uniform profile. Line post spacing shall be in equal horizontal distances with a maximum of 3,000 mm between line posts.
- All posts shall be fitted with waterproof metal caps designed to fit and fasten securely over the posts. All line post caps shall carry either the top rail or top wire as specified in the Contract Documents.
- Corner posts shall be installed at horizontal deflections in the fence line of 10 degrees or more.
- Straining posts shall be installed at equal intervals not exceeding 150 m. Additional straining posts shall be installed where changes in vertical alignment of the fence exceed 30 degrees.
- All posts set in earth, loose or friable rock, or where overburden on solid rock is 450 mm or greater shall be set in concrete footings that are rough cast in the ground and domed above grade to shed water and to the dimensions shown in the Contract Documents.
- Concrete placing, curing, and protection from the elements shall be according to OPSS
- Fence fabric shall not be installed until the concrete footings have cured for a minimum of 5 Days.

Measurement for payment shall be by length in metres of installed fencing.

#### Item No. Double Gates

The Unit Price bid for this item shall include all labour, equipment and material to install double gates as shown on the drawings.

- Materials shall meet OPSS.PROV 1541 "Material Specification for Chain Link Fence Components"
- Double Gates to be in accordance with OPSD 972.102
- Gates shall be constructed from galvanized steel pipe frames and braces according to CAN/CGSB 138.4. All joints shall be electrically welded and coated with a zinc rich paint after welding.

- All gates shall be supplied with galvanized malleable iron hinges, latch, and latch catch
  and shall be capable of opening approximately 180 degrees. Gate latches shall be
  suitable for use with padlocks that can be attached and operated from either side of the
  gate.
- Gates shall be supplied completely assembled, including the fabric. The gate fabric and wire ties used on the gate shall match the adjacent fence fabric and be subject to the same quality requirements.

#### Installation

- Gates shall be constructed with the fabric on the side furthest from the roadway.
- All gates shall have a chain hook to hold gates open and double gates shall have a steel gate centre rest with a drop bolt for the closed position.
- The surface grade within the required gate sweep area shall be low enough to permit free movement of the gate.

#### Item No. B01

**Bonds, Insurance, and Permits:** The Price Bid for this item shall include full compensation for the cost of bonds and insurance for the project, as specified. If, in the opinion of the Contract Administrator, the amount for this item is unbalanced, the Contractor shall submit invoices or other proof to justify the amount. If the Contract Administrator determines that the amount is unbalanced, he shall adjust the amount and apply the remainder to other tender items as he sees fit. This item will be paid at the first Progress Payment following receipt of acceptable bonds and proof of insurance.

Contractor shall arrange, coordinate, and pay for, any **Electrical Safety Authority** permits required by the Ontario Electrical or applicable legislation. Copies of permits shall be submitted to the Contract Administrator.

Contractor shall arrange, coordinate, and pay for the **Building Permit** from the City of Sault Ste. Marie. Copies of permits shall be submitted to the Contract Administrator.

#### Item No. B02

**Contingency:** Perform work under Contingency only with the prior approval of the Contract Administrator. Work shall be performed in accordance with OPS specifications and these contract documents, and as directed by the Contract Administrator.

# Appendix A

Statutory Declaration of Payments, Liens, and Liabilities Form

### STATUTORY DECLARATION OF PAYMENTS, LIENS AND LIABILITIES

PROV	INCE OF ONTARIO	) IN THE MATTER	OF a certain agreement date	ed the
CITY ( PUC S	OF SAULT STE. MARIE SERVICES INC	) day of ) between ) Inc. for	of 20and the PUC Services	and made
I/We _			<u> </u>	
of the	of			
	Province ofemnly declare:			
1.	That I am			
	,	ent, Secretary, Treasurer, in the above-mentioned c	, a Partner, etc.) ontract and as such have person	al knowledge of the facts
2.	That all persons who have performed any work or service upon or in respect of, or placed or furnished any material or things to be used in connection with the above contract, have been fully paid or their claims have been settled in respect of such work, service, materials or things and there are no liens, garnishees, attachments or claims relating thereto.			
3.	That all subcontractors who were engaged in or in any manner associated with the performance of any part of the above contract have been fully paid or their claims have been settled in respect thereof except to the extent that monies (not exceeding in any instance 14% of the value of the work performed by the subcontractor) have been held back by written agreement with any such subcontractors.			
4.	That all subcontractors who were engaged in or in any manner associated with the performance of any parts of the above contract have discharged all liabilities which they incurred in respect thereof.  That all claims for damage to property or injury to persons of which the above-named Contractor has received notice have been fully paid or settled.  That the above-named Contractor has not had any notice of any grounds for a claim (other than those covered by para 5. above) connected with this contract by a third party and for which a claim might be made and believe that no such claim will be made.			•
5.				
6.				
7.	That no one is entitled to c	claim a lien under the Cons	struction Lien Act against the said	lands or any part thereof.
8.	Thatperformed and the materia	ials to be placed or furnish	Has/have completed the need by u	work or services to be
			in the City of Sault Ste. Marie	

9.	That there are no judgements or executions against	(me, either of us, the said)
10.	/ the said	or claimed against me / either of us _ for Canadian Unemployment Insurance deductions, ario Sales Tax, or by way of contributions or assessment
11.		re not made any assignment for the benefit of creditors under the Bankruptcy Act nor has any
Severa	illy declared before me in	
the City	y of	
this	day of 20	
A Com	missioner, etc.	Contractor

# PUC CONTRACTOR HEALTH & SAFETY DOCUMENTS



TAB - 04-04 Issued: 09-AUG-2022

Revised:

# Appendix A: Contractor's Health, Safety, and Environmental Obligations

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# Appendix A: Contractor's Health, Safety, and Environmental Obligations

#### 1. **DEFINITIONS**

#### 1.1 Competent Person

A person who is qualified because of knowledge, training and experience to organize the work and its performance, is familiar with the Occupational Health & Safety Act (OHSA) and the regulations that apply to the work and has knowledge of any potential or actual danger to health or safety in the workplace.

#### 1.2 Contract Administrator

Is a person or persons designated by PUC who is assigned the responsibility of administering activities associated with a contract. This may include (but is not limited to) preparing the Contract tender documents, filing a notice of project with the Ministry of Labour, Immigration, Training and Skills Development (when necessary), arranging pre-bid meetings, coordinating the bid evaluation process, recommending the award of the Contract and financial, technical, Contractual, and logistical administration through the execution and closeout stages of the Contract.

#### 1.3 Contract Monitor

Is a person or persons responsible for monitoring the Contractor, Sub-Contractor, and their Workers. They monitor the health and safety performance, providing feedback to both the Contractor and the Project Manager. The Contract Monitor will compare the Contractor's work and work methods with the standards and expectations defined in the Contract.

#### Qualifications for Contract Monitor, include but are not limited to:

- Knowledge related to the hazards associated with the work
- Knowledge of the procedures and hazard controls for high-risk tasks relating to the project
- Training on relevant federal, provincial, and municipal health, and safety and environmental regulations
- Supervisor training; minimum of two-day training course
- Training on the relevant PUC policies and procedures e.g. health, safety, security, or environment relating to the project
- Daily Job planning training and experience
- Crew observations training.



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# Appendix A: Contractor's Health, Safety, and Environmental Obligations

#### 1.4 Contractor

Third party that is Contracted, engaged, or retained by PUC to perform work or provide services, who is not engaged in an employment Contract. This term applies to all Contractors, all Contractor Workers, and any Sub-Contractors hired by the Contractor.

#### 1.5 Contractor Health and Safety Orientation

A high-level orientation provided to Contractors, by the PUC Health and Safety Department. The focus is on the PUC philosophy for health, safety, and environment.

#### 1.6 Construction

Includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project but does not include any work or undertaking underground in a mine.

#### 1.7 Construction Project

Includes any work which meets the definition of construction which is being performed at any location coming within the definition of project.

#### 1.8 Constructor

A person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer.

#### 1.9 Consultant

Is an individual or firm hired by the PUC to provide subject matter expertise.

#### 1.10 Employer

A person who employs one or more workers or Contracts for the services of one or more workers and includes a Contractor or Sub-Contractor who performs work or supplies services and a Contractor or Sub-Contractor who



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undertakes with an owner, constructor, Contractor or Sub-Contractor to perform work or supply services.

#### 1.11 Field Orientation ("Boots on the Ground")

Orientation provided by the Project Manager or delegate, immediately prior to work commencing. This orientation takes place on site with any Contractor or Sub-Contractor who will be working on the site/project. The Project Manager or delegate will review any relevant procedures, including emergency procedures, and personal protective equipment requirements. This is required for all medium and high-risk projects lasting longer than five (5) continuous working days and annually for service Contracts.

#### 1.12 Non-Construction Work

Is Contract work that does not meet the definition of Construction or Construction project. All non-construction work is governed by the Industrial Regulation. PUC is deemed the employer for all non-construction work and is therefore responsible for the health and safety of all workers completing non-construction work.

#### 1.13 Owner

A trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of an owner as an agent or delegate.

#### 1.14 Pre-Bid Meeting

This meeting, held at the discretion of the PUC, is for Contractors that are interested in PUC work. They are generally at the work location, to allow bidders to become familiar with the scope of work, workplace hazards and conditions. The Contractors are allowed to ask questions about the upcoming job.

#### 1.15 Pre-Job Meeting

This meeting is conducted with the successful Contractor, by the Project Manager or delegate after award of the Contract. At the discretion of the Project Manager, a representative from the PUC Health and Safety Department may be invited. The General Scope of the Contract is reviewed, as well as hours of work, communication, administrative



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expectations, site safety, and emergency response. Minutes of the meeting are completed, and a copy is sent to the job/project file.

#### 1.16 Pre-Qualified

A Contractor that has met the minimum administrative health and safety requirements before beginning work for the PUC.

#### 1.17 Project

A Construction Project, whether public or private, including:

- The construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, cofferdam, conduit, sewer, watermain, service connection, telegraph, telephone or electrical cable, pipeline, duct or well, or any combination thereof.
- The moving of a building or structure.
- Any work or undertaking, or any lands or appurtenances used in connection with construction.

#### 1.18 Project Manager

A person or persons designated by the PUC's Department Management accountable for project delivery and the overall authority for the successful completion of a project. Their responsibilities include (but are not limited to):

- assigning the Contract Monitor(s)
- conducting the Pre-Job Meeting (Appendix E)
- resolving Contractor health and safety performance issues
- conducting the close out meeting with the Contractor and completing the Contractor Closeout Evaluation (Appendix I).

Qualifications for a Project Manager include, but are not limited to:

- Qualifications of a Contract Monitor, and
- Training/certification (or demonstrated experience five years recommended) in Project Management.



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#### 1.19 Risk

A situation involving exposure to danger.

#### High Risk Work

Work that exposes Contractors to hazards such that if an incident occurs the likely outcome is a fatality or permanent disability. Examples include:

- a) line construction, line clearing (within 10' of primary conductor)
- b) confined space entry
- c) exposure to asbestos and other designated substances
- d) work around water, diving operations
- e) working aloft > 10 feet, scaffolding
- f) hoisting and rigging
- g) shoring and major excavation.

#### Medium Risk Work

Work that exposes Contractors to hazards such that if an incident occurs the likely outcome is a temporary disability (broken bones, muscle, or ligament damage). Examples include:

- a) plant and facilities maintenance
- b) minor excavation (pole holes, cable trenching)
- c) welding, carpentry, civil work (concrete, fencing).

#### Low Risk Work

Work that exposes Contractors to hazards such that if an incident occurs the likely outcome is a minor injury (cuts, bruises, strains). Examples include:

- a) Training
- b) Consulting
- c) Office equipment maintenance, Office cleaning.

#### 1.20 Service Contract

A Contract in which a Contractor is hired to perform services that are non-construction.

#### 1.21 Sub-Contractor

Any person, firm or corporation having a Contract with a prequalified PUC Contractor for the execution of a part or parts of the work included in the Contract, and any person, firm or corporation furnishing material called for in the Contract that is worked to a special design according to the drawings



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or specifications but does not include one who merely furnishes material not so worked.

#### 1.22 Supervisor

A person who has charge of a workplace or authority over a worker.

#### 1.23 Worker

Any of the following, but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program.

- A person who performs work or supplies services for monetary compensation.
- A secondary school student who performs work or supplies services for no monetary compensation under a work experience program authorized by the school board that operates the school in which the student is enrolled.
- A person who performs work or supplies services for no monetary compensation under a program approved by a college of applied arts and technology, university, private career college or other postsecondary institution.

#### 1.24 Workplace

Any land, premises, location, or thing at, upon, in or near which a worker works.

#### 2. OBLIGATIONS

#### 2.1 General Expectations and Standards of Performance

#### 2.1.1 Compliance

The Contractor shall ensure that the Work shall be carried out in compliance with these Contractor's Health, Safety and Environmental Obligations, any local procedures provided as attachments, and/or Project specific technical specifications. The Contractor shall comply with all applicable requirements of all federal, provincial, local health and safety acts and regulations, as well as any environmental legislation, regulations, rules and guidelines. The Contractor shall ensure that the Work be carried



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out in compliance with such acts, regulations, rules and guidelines and that all Workers work in the manner prescribed therein and use the protective equipment, take all measures and follow all procedures required to protect Workers, members of the public, and the environment.

Unless otherwise identified in the agreement any necessary licenses, authorizations, certificates or permits required to perform the Work must be obtained by the Contractor and furnished to the Owner upon request. The Contractor shall report promptly to the Owner any situations that may include, or lead to, the reception of a notice or an order from an agency.

- 2.1.2 If the Contractor is unsure of a proper working procedure, the Contractor shall immediately request guidance from the Owner prior to proceeding with the Work.
- 2.1.3 The Contractor shall promptly and suitably correct health and safety related deficiencies and hazards, including those that could be identified by the Owner, regulatory agencies, or auditing parties. All deficiencies and hazards found shall be reported to the Owner.
- 2.1.4 The Contractor shall employ persons competent and efficient in their respective trades and callings. In addition to the Contractor's own disciplinary policy, the Owner is at liberty to object to, and to require, the Contractor to remove from the Workplace forthwith any person employed by the Contractor in or about the execution of the Work who, in the opinion of the Owner, conducts themselves inappropriately, is incompetent or negligent in the performance of its duties, or does not comply with applicable legislation, these Contractor's Health, Safety, and Environmental Obligations, including the Project Health and Safety Plan (Appendix K) or the Daily Job Health and Safety Plans (Appendix L). Such persons shall not be employed again at the Workplace without the prior written consent of the Owner.
- 2.1.5 The Contractor shall not deviate, or work contrary, to these Contractor's Health, Safety, and Environmental Obligations without written consent formally provided to the Contractor by the Owner, specific to the scope of Work for which such deviation may apply.

#### 2.2 Processes and Programs

2.2.1 The Contractor shall establish a thorough pre-job health and safety



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planning process that complies with the requirements of this document. This shall include a comprehensive Project Health and Safety Plan (Appendix K), or equivalent, and a task-specific Daily Job Health and Safety Plan (Appendix L).

- 2.2.2 The Contractor shall develop and maintain a minimum personal protective equipment (PPE), program that addresses standards for use, care, inspection, training, and standards for purchasing. The PPE program must meet or exceed the relevant PUC's requirements and be evaluated as part of the risk assessment process.
- 2.2.3 At a minimum, PUC requires a hard hat, safety glasses, and green patch/omega safety boots. Any further specifications will be communicated as needed.

#### 2.3 Qualification and Training

- 2.3.1 Prior to commencement and during execution of the Work, the Contractor shall satisfy the Owner that the Contractor, its Subcontractor(s), and their Workers have the skills and knowledge to perform the Work safely and with respect to the environment.
- 2.3.2 The Owner may require the Contractor and its Subcontractor(s) and personnel to participate in health and safety training or orientation sessions in order to have the skills and knowledge necessary to comply with the requirements laid out through regulation and the content of this document.
- 2.3.3 No persons will be allowed to go to Work at the Workplace until they have completed a Contractor Health and Safety Orientation and Field Orientation.
- 2.3.4 The Contractor shall ensure that all Workers employed in the execution of the contract are fully briefed on and advised of the location of all electrically energized apparatus in the vicinity of the Work and that they are fully briefed and instructed on the correct and safe working procedures, including but not limited to isolating, grounding, and maintaining safe distances for work in proximity to energized equipment.
- 2.3.5 The Contractor shall further ensure that every on-site supervisor and every Worker understands the correct work methods to be used in



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order to prevent electrical contact or encroaching on safe working distances and the procedures to be followed in case of an electrical contact.

- 2.3.6 The Contractor shall participate in Field Orientation (Appendix G) conducted by the Owner prior to the commencement of the Work when required. This Field Orientation is mandatory for the Contractor's and Subcontractors' supervisors and Workers who will be on the Workplace during the start-up phase of the Work. This orientation will be at an appropriate location and work specific and will identify the limits of the safe working area and all known high-risk Hazards, environmental Hazards, safety issues, and the site emergency response plan.
  - Afterwards, during execution of the Work at site, the contractor shall conduct Field Orientations for new Contractor and Subcontractor personnel prior to them starting to work.
- 2.3.7 The Contractor must provide only trained and knowledgeable Workers. The Workers must understand the safety, technical, and environmental aspects of their jobs. The Contractor is responsible for providing primary, update, or refresher, training as needed.
- 2.3.8 The Contractor must verify, track, and document worker training and skills. A log of worker skills, training, and designations shall be maintained by the Contractor and available on-site. Verification must be provided immediately upon request of the Owner. (i.e.: Qualified/Competent Persons, Licenses, Certifications, etc.)
- 2.3.9 The Contractor shall conduct site health and safety meetings with its Workers at least monthly or as requested by the Owner. The Contractor must ensure involvement in these meetings by their own senior management designated to the project. Invitation to these meetings should be extended to the Owner and applicable stakeholders within a reasonable timeframe prior to assembly. The content of these meetings should be relevant to the exposures anticipated on the project.

#### 2.4 Other Requirements

2.4.1 The Contractor shall ensure that all tools and equipment are checked regularly to establish that they are in proper working condition, designed to applicable safety and environmental standards, that any



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defect is rectified before equipment use is resumed and that the equipment is approved for the purpose for which it is being used by the applicable governing body(s).

- 2.4.2 The Contractor shall make available to the Owner, upon request, all Work health and safety related documentation for review and audit.
- 2.4.3 The Contractor shall provide a positive, open and inclusive work environment to all Workers. Specifically, the Contractor shall strictly prohibit and have zero tolerance for workplace violence, discrimination, harassment, and bullying in the context of the Work whether on the Workplace or not.
- 2.4.4 The Contractor shall maintain positive and respectful relations with third parties including government agency representatives, as well as neighbours and other users of the area where the Work is taking place or areas near the Workplace.
- 2.4.5 The Contractor shall refer any inquiry from the public or the media related to the Work to the Owner.
- 2.4.6 The Contractor shall report problematic relations with third parties to the Owner without delay. In such situations, the Owner may stop the Work.
- 2.4.7 The Contractor shall notify the Owner immediately of any visits or inspections from regulatory agencies or governing bodies at the Project.
- 2.4.8 The Contractor shall participate in a closing meeting with the Owner to complete an evaluation of the Contractor's performance. The meeting will in part assist the Owner to determine whether or not, or under what circumstances, the Contractor may be considered for future Work. The Contractor will be provided with a written copy of the evaluation and closing meeting notes. (Appendix I)

#### 2.5 Security

- 2.5.1 The Contractor shall comply with all PUC security policies/procedures as made available to it and as applicable to the site, Project and/or the Contractor's scope of Work.
- 2.5.2 Contractor must ensure compliance to all qualification requirements pertaining to the hiring and employment of Workers as outlined in



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the contract.

- 2.5.3 Drugs and alcohol are strictly prohibited from all PUC Workplaces. No Workers will be permitted to enter a Workplace/Project if believed to be in possession of, or under the influence of, drugs or alcohol.
- 2.5.4 At all times, the Owner shall be able to enter the Workplace/Project in case of emergency situations.

#### 3. PROJECT PLANNING AND MANAGEMENT

#### 3.1 Site Hazard Assessment

- 3.1.1 Prior to the commencement of Work, the Owner will perform an assessment of the known high-risk Hazards associated with the Workplace (including public safety ones) that could arise during the Contractor's site mobilization and preparation, using a form equivalent to PUC Appendix D: Contractor Hazard Assessment Form. The Contractor shall complete the form to identify any additional hazards specific to the Work and describe the specific barriers and work methods to be employed to control all identified hazards and shall provide a copy to the Owner for review and comment.
- 3.1.2 The Contractor shall be responsible for controlling the hazards and implementing the specific barriers and work methods identified in the completed Contractor Hazard Assessment Form.
- 3.1.3 The Contractor shall ensure that all Hazard controls and barriers are in place and functional prior to commencement of the Work and are maintained and functional at all times until completion of the Work.
- 3.1.4 The Contractor is responsible for communicating the information contained within the hazard assessment to all levels of Subcontractors that they bring on site throughout the course of their Work.

#### 3.2 Project Planning Level

- 3.2.1 Project Planning Decision Tree (Appendix J) or equivalent form shall be used by the Owner to determine the appropriate level of safety and environmental planning required by the Contractor for the Work.
- 3.2.2 Level 1 Planning: If the Project involves a prolonged outage, complex Work or Work lasting more than 20 continuous working days, the



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Contractor shall prepare a Project Construction Schedule, a Project Health and Safety Plan (Appendix K) and Daily Job Health and Safety Plans (Appendix L) for medium and high-risk work.

- 3.2.3 Level 2 Planning: If the Project involves a brief outage, multiple crews, or Work lasting more than 5 continuous working days, the Contractor shall prepare a Project Health and Safety Plan (Appendix K) and Daily Job Health and Safety Plans (Appendix L) for medium and high-risk work.
- 3.2.4 Level 3 Planning: If the project does not involve any of the above, the Contractor shall prepare Daily Job Health and Safety Plans (Appendix L) for all tasks related to construction activities, Projects, maintenance, operating, switching, service work, field studies and trouble calls for all medium and high-risk work.
- 3.2.5 The Owner will use information gathered during the planning process to determine the appropriate level of monitoring required during the construction process.

#### 3.3 Project Construction Schedule

3.3.1 When applicable as specified in 3.2, the Contractor shall provide to the Owner, prior to commencement of the Work on site, a Project Construction Schedule showing the sequence of tasks required to complete the Work. The Project Construction Schedule will include the timing, resources and special equipment required for each task in the plan. The Owner will review and comment on the Project Construction Schedule. The Contractor will use the Project Construction Schedule to prepare the Project Health and Safety Plan(s) (Appendix K) required as per Section 3.2.

#### 3.4 Project Health and Safety Plans

3.4.1 When applicable as specified in Sections 3.2.2 and 3.2.3, the Contractor shall provide to the Owner, prior to the commencement of the Work on site, a Project Health and Safety Plan (Appendix K). The Project Health and Safety Plan(s) (Appendix K) shall identify the sequence of activities to be completed on site for the entire project term. If a project has multiple major phases or Contractors, then additional plans may be required at the request of the Owner. For each activity, the plan will identify the high-risk Hazards that may be present and include a barrier analysis that identifies the intended Control Barriers, Safety Barriers, and Support Barriers (or an



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equivalent analysis approved by the Owner) required for each identified Hazard.

- 3.4.2 The Owner will review the Project Health and Safety Plan(s)
  (Appendix K) and may, at its sole discretion, require the Contractor to make modifications the Owner deems necessary to ensure compliance with these Contractor's Health, Safety, and Environmental Obligations (Appendix A). The Contractor shall revise its Project Health and Safety Plan(s) (Appendix K) to include any such modifications required by the Owner. The Contractor shall communicate to the Workers performing the Work, the details of any such revised Project Health and Safety Plan(s) (Appendix K) prior to the commencement of field operations at the Workplace.
- 3.4.3 Notwithstanding the review of the Project Health and Safety Plan(s) by the Owner, the responsibility for the accuracy, completeness, suitability, implementation and communication of such Project Health and Safety Plan(s) shall remain the exclusive responsibility of the Contractor. The Contractor shall update the Project Health and Safety Plan to address any new major tasks that may arise during the course of the Work, or at the request of the Owner.
- 3.4.4 The Contractor shall not make changes to the Project Health and Safety Plan(s) (Appendix K) without the prior written consent of the Owner.
- 3.4.5 The Project Health and Safety Plan (Appendix K) shall be posted at the Project, and available for review by all Workers and PUC workers.
- 3.4.6 The Contractor is responsible for drafting specific environmental plans that may relate to special case site activities that require such considerations as spill prevention control and countermeasures (SPCC), stormwater pollution prevention (SWPPP), critical habitat protection, or erosion control. These plans shall be submitted for review by the Owner prior to the start of Work.
- 3.4.7 The Contractor shall ensure that the Project Health and Safety Plan(s) (Appendix K) is (are) fully implemented and complied with at all times during execution of the Work on site.

#### 3.5 Daily Job Health and Safety Plans

3.5.1 At the start of each work shift and prior to commencement of any Work on Site, each of the Contractor's work crews shall prepare a Daily Health and Safety Job Plan (Appendix L), where all individual workers and working crews assess the critical health and safety



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hazards pertaining to the Work shift. The Contractor shall provide the Owner with a copy of all Daily Health and Safety Job Plans upon request.

- 3.5.2 The Daily Health and Safety Job Plan (Appendix L) shall identify the sequence of tasks to be completed and the high-risk hazards and medium-risk Hazards that may be present related to each task, and the applicable control methods needed to complete the Work safely. The plan should include a barrier analysis that identifies the control barriers, safety barriers and support barriers required for each hazard. If the work conditions change at any time giving rise to new safety and/or environmental issues, the Contractor shall stop, reassess, and revise the Daily Health and Safety Job Plan (Appendix L), and communicate it to all affected Workers, before executing any more Work.
- 3.5.3 Daily Health and Safety Job Plans (Appendix L) must be communicated to all Workers associated with the task each day. Every Worker shall adhere to the requirements of each applicable Daily Health and Safety Job Plan (Appendix L).
- 3.5.4 The Contractor is responsible to provide training to all designated site supervision in how to prepare quality Daily Health and Safety Job Plans for any project involving high and medium-risk Work.

#### 3.6 Project Specific Health and Safety Plans and Programs

- 3.6.1 Product Transport and Delivery Systems and Waste Management
  - a) The Contractor shall have, and administer, a hazard communication program that meets applicable municipal, provincial and federal regulations.
  - b) When the Contractor is shipping to or from the Workplace, or planning to use at the Workplace, any product which is categorized as a hazardous material or dangerous good, the Contractor shall conform to the relevant municipal, provincial, federal legislation and regulations pertaining to such materials. All such materials and their transport containers and/or vehicles shall be properly identified with the required warning labels.
  - c) The Contractor shall maintain at the Workplace and provide the Owner with one copy of the Safety Data Sheet for each hazardous material brought on to a Workplace.
  - d) Upon completion of the Work or when a particular product is no longer required on site, whichever shall occur first, the Contractor shall remove all remaining quantities of the product and all empty



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containers.

- e) Hazardous waste or dangerous goods shall not be disposed of through the Owner's waste management system (unless requested to do so by the Owner) or on the Owner's or third party's property. The Contractor is responsible for ensuring waste material is disposed of in accordance with all applicable laws and regulation, and ensuring the material goes to appropriate waste disposal sites.
- f) Hazardous material, waste, or dangerous goods shall not be left on site or with the Owner without the prior written consent of the Owner.
- g) Product delivery systems, including but not limited to, containers, valves, pumps, pipes, hoses, nozzles and vents, shall be in good working order and without leaks.
- h) The Contractor shall provide overflow prevention or protection for fuel or oil storage containers.
- The Contractor shall provide effective secondary containment to address possible overflow discharge during mobile refueling operations.
- j) The Contractor shall ensure that all waste material be separated into hazardous and non-hazardous waste. Each waste type shall be disposed of in compliance with municipal, provincial or federal requirements. In some jurisdictions, certificates of classification and proof of disposal for all waste shall be available for review.

#### 3.6.2 Industrial Hygiene

- a) For any projects that require Level 1 or 2 planning, or at the request of the Owner, the Contractor must evaluate the project site for possible health hazards that may be present after mobilization. Considerations for testing and working with, or around these substances shall be considered. Hazards to consider include, but are not limited to, lead, asbestos, silica, mercury, polychlorinated biphenyls (PCB's), Radon, volatile organic compounds (VOC's), oxygen enrichment/deficiency, sulfur dioxide, carbon monoxide, mold, hexavalent chromium, etc.
- b) The Contractor is responsible to establish a hearing conservation program identifying capability to perform audiometric testing, and identification of tasks, or areas, where protection may be required due to their planned Work.



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#### 3.6.3 Traffic Control

- a) For any projects that require Level 1 or 2 planning, or upon request of the Owner, the Contractor shall prepare a site plan that includes all structures, meeting areas, access roads, drop-off locations, and vehicle parking areas. The plan must be updated as Workplace conditions change. This plan must be made available for review by the Owner.
- b) A Traffic Control Plan as per Book 7 of the Ontario Highway Traffic Act may be required if the Project will involve heavy vehicle traffic, shared roadways with pedestrian traffic, or backing of vehicles. This plan will be developed by the Contractor and shall address roadway marking, personal protective equipment, physical barriers, signage, speed control, the use of flaggers/spotters, and communication.
- c) All vehicles at Workplace must be in good working order with current vehicle inspections for safety and mechanical conditions. All vehicles must be operable per original equipment manufacturers specifications.
- d) All vehicles with a gross vehicle weight rating above greater than 10,000lbs (4,500kg) must have backup alarms installed. Dedicated personnel are required to assist in backing vehicles up in any circumstance where a drivers line of sight is obstructed.
- e) Drivers must hold the applicable license for the equiptment they intend to operate per municipal, provincial, or federal regulation.
- f) All persons in vehicles must wear seatbelts at all times the vehicle is in use.
- g) The use of handheld cellular devices is prohibited for all persons operating a vehicle within the scope of the project.

#### 3.7 Crew Observations

3.7.1 The Owner may conduct regular crew observations of the Work at the Owner's discretion. The Contractor shall ensure that the Workers cooperate with the Owner during such observations.



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#### 4. INCIDENTS, EMERGENCY PREVENTION, AND RESPONSE

#### 4.1 Incident Response and Reporting

- 4.1.1 In the event of an Incident resulting in an injury to a Worker, a member of the public, or in the event of a potentially high-risk health and safety incident, the Contractor shall:
  - a) Stop Work;
  - b) Secure the Workplace to ensure protection of Workers, the environment or the public with respect to the investigation;
  - c) Report the Incident immediately to the Owner;
  - d) Provide notice to the proper authorities.
- 4.1.2 The Contractor shall complete a thorough investigation of any incident occurring during performance of the Work, whether or not the Incident resulted in an occupational injury or illness to a Contractor's Worker, an Owner's worker or member of the public, in property damage, in damage to the natural environment. The Contractor shall provide the Owner with a detailed written report of its findings within 24 hours.
- 4.1.3 The Contractor shall assist the Owner in any investigation the Owner may undertake related to any incident, and in the implementation of any action plans relating to the incident. This may include making workers and/or Subcontractors available for interviews, conferencing, or training.

#### 4.2 Emergencies, Spills, and Emergency Preparedness

- 4.2.1 The Owner has the authority and the Contractor has the obligation to stop the Work whenever, in the opinion of either party, such stoppage may be necessary to ensure the safety of a life, or any equipment, structure or property, or the protection of the environment. This includes the authority to make changes and to order the Contractor, or a Subcontractor, to stop working. The Contractor shall notify the Owner immediately upon stoppage of Work due to a health and safety concern.
- 4.2.2 The Contractor shall have available on site at all times a list of emergency phone numbers and the means to make emergency calls.
- 4.2.3 The Contractor shall ensure that spill kits are available at all times and are located within the areas where a spill could occur. The spill kits shall be appropriate in content for the materials that could be spilled on site and appropriate for the area the spill may lead to

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(soil, water, etc.). Small kits shall be available in mobile equipment such as pick-up trucks.

- 4.2.4 The Contractor shall immediately report to the Owner any spill and take appropriate actions to contain and clean up the spill. The Contractor shall complete an Incident report after a spill.
- 4.2.5 The Contractor shall ensure that areas or equipment that present risk of leaks or spill be protected. This protection shall include, but is not limited to, the following: spill containment systems for oils, fuels and chemical storage and transfer areas; spill containment systems under stationary equipment such as generators, pumps, heavy operating equipment, and compressors.
- 4.2.6 The Contractor will comply with all emergency procedures relating to the Workplace and is responsible for ensuring all of its Workers are familiar with such procedures and participate in relevant exercises and training as required.
- 4.2.7 The Contractor may be required to develop and maintain an emergency response plan (ERP) for possible emergencies at the project according to their scope of Work and/or caused by their own activities. The plans shall, at a minimum, encompass responses for fire, evacuation, and oil/petrol/chemical spill, but should also include the following whenever applicable:
  - a) Medical;
  - b) Inclement weather;
  - c) Public Safety;
  - d) Confined space rescue;
  - e) Fall rescue.
- 4.2.8 All workers who have responsibilities within an emergency response plan must be trained in their duties.
- 4.2.9 Emergency response plans must also ensure that a system is established to ensure that the Contractor's Workers record their attendance on site in order that their numbers can be satisfactorily accounted for in the event of fire or other emergency and that adequate and suitable firefighting equipment is made available.
- 4.2.10 The Contractor is responsible for providing at least the minimum level of first aid equipment required by regulation applicable to the scope of Work and size of the workforce.
- 4.2.11 The Contractor is responsible to provide at least one person trained



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in first aid and cardiopulmonary resuscitation (CPR) for every 10 Workers on-site, or anytime a project will last longer than one week. An automated external defibrillator (AED) must be on site anytime there are more than 25 workers on site, or if advanced emergency response is more than 30 minutes away from the Work.

#### 4.3 Fire Prevention and Protection

- 4.3.1 The Contractor shall comply with all laws, by-laws and regulations and with the instructions of the Owner with respect to fires and prevention of fires.
- 4.3.2 The Contractor shall provide and maintain portable fire extinguishing equipment and such equipment shall remain at the Workplace until all Work is completed and accepted by the Owner.
- 4.3.3 The Contractor shall comply with all fire prevention requirements of the municipality and the Owner and shall have at all times personnel at the Workplace who are experienced in the use of the prescribed equipment.
- 4.3.4 The Contractor shall report immediately any escaped fires to the local municipality and to the Owner.

#### 5. ACTIVITIES WITH ADDITIONAL REQUIREMENTS

#### 5.1 Work in Proximity to Energized Electrical Equipment

- 5.1.1 For any Work involving energized electrical equipment, regardless of the voltage, the first alternative shall always be to isolate, test and de-energize equipment.
- 5.1.2 All Workers must be qualified pursuant to industry practices and have been trained on the specific procedure prior to performing any Work in Proximity to Energized Equipment (see definition below).
- 5.1.3 "Work in Proximity to Energized Electrical Equipment" is Work where a person, or conducting tools, equipment or other objects are within the minimum clearance distance to energized electrical equipment, or are physically capable of, through unintentional movement, encroaching on the minimum clearance distance to energized electrical equipment.
- 5.1.4 The "Minimum Clearance Distance" to energized electrical equipment is established by the regulatory requirements for the various voltage levels for qualified Workers, unqualified Workers, and equipment.



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- 5.1.5 If it is not possible to de-energize the electrical equipment, the Workers, conductive tools, equipment or materials must be kept outside of the Minimum Clearance Distance to energized electrical equipment. The positioning of Workers, conductive tools, equipment or materials must take into consideration any planned action, equipment failure, and unintentional movement that may result in encroachment on the Minimum Clearance Distance.
- 5.1.6 For any Work that may encroach on the minimum clearance distance to energized electrical equipment, physical control barriers must be applied to prevent accidental electrical contact and a qualified dedicated observer must be present at all times.

Examples of physical control barriers include items that provide complete protection from electricity independent of the worker, these include voltage rated insulated cables, insulated sticks, and insulated blankets. Rubber gloves and insulated tools are *not* considered physical barriers because they don't provide complete protection.

#### 5.2 Work on Energized Electrical Equipment

- 5.2.1 No Work on energized electrical equipment is allowed unless a specific written consent has been granted by the Owner following a formal request by the Contractor. Such request, which must include work specific procedures and barriers, must be submitted at least one month prior to the Work to be done. The Owner may not approve the Work to be conducted on energized equipment above 600 volts.
- 5.2.2 "Work on Energized Electrical Equipment" is Work where contact is made with an energized conductor or equipment.

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#### Limits of Approach

Maintain Maximum Clearances and Install Barriers Where Practical

	1	Personnel 2	Zones	Мо	bile Work Ed	quipment
Voltages	OHSA Minimum	Authorized Worker	Restricted Zone	OHSA	Non- Insulated Boom	Certified Insulated Aerial Device
750 V to 15 kV		> 0.9 m	0.9 m to 0.3 m (3 ft. to 1 ft.)		> 0.9 m	> 0.3 m (1 ft.)
> 15 kV to 35 kV	> 3.0 m	(3 ft.)	0.9 m to 0.45 m (3 ft. to 1.5 ft.)	> 3.0 m	(3 ft.)	> 0.45 m
> 35 kV to 50 kV	(10 ft.)	> 1.2 m (4 ft.)	1.2 m to 0.6 m (4 ft. to 2 ft.)	(10 ft.)	> 1.2 m (4 ft.)	(1.5 ft.)
> 50 kV to 150 kV		> 1.5 m (5 ft.)	1.5 m to 0.9 m (5 ft. to 3 ft.)		> 2.4 m (8 ft.)	> 0.9 m (3 ft.)
> 150 kV to 250 kV	> 4.5 m (15 ft.)	> 2.1 m (7 ft.)	2.1 m to 1.2 m (7 ft. to 4 ft.)	> 4.5 m (15 ft.)	> 3.0 m (10 ft.)	> 1.2 m (4 ft.)
> 250 kV to 550 kV	> 6.0 m (20 ft.)	> 3.7 m (12 ft.)	3.7 m to 2.75 m (12 ft. to 9 ft.)	> 6.0 m (20 ft.)	> 4.6 m (15 ft.)	> 2.75 m (9 ft.)
SYMBOL <pre> less that &gt; greater &lt; less that</pre>	an or equal than	to		cranes, power shovels back- hoes, mech. brush cutter	RDB, aerial ladder, work plat- form, uncertified aerial device	certified and tested by certified laboratory

<sup>\*</sup>Rule 129 of the Electrical Utility Safety Rules

#### 5.3 Use of Heavy Operation Equipment

- 5.3.1 "Heavy Operating Equipment" is equipment used for construction, maintenance or transport activities, and includes but is not limited to bulldozers, mobile cranes, overhead fixed cranes, excavators, front end loaders, tractors, forklifts, manlifts, bucket trucks, digger derrick trucks, tractor trailers, dump trucks, compaction rollers, helicopters, etc.
- 5.3.2 The Contractor shall ensure that operators of Heavy Operating Equipment have up-to-date licenses to operate the Heavy Operating Equipment as per the regulatory requirements.



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- 5.3.3 The Contractor shall ensure that operators have received training within a structured program on the safe operation of the Heavy Operating Equipment and have a thorough understanding of the operating limitations of the specific equipment to be operated.
- 5.3.4 The Contractor shall ensure that orientation is provided to all operators on the safe operation of any Heavy Operating Equipment that is new to the Workplace prior to the equipment being used on site.
- 5.3.5 The Contractor shall ensure that inspection and maintenance is performed as per the manufacturer's requirements for any Heavy Operating Equipment the Contractor use to perform the Work and that inspection and maintenance records are maintained.
- 5.3.6 Operators shall conduct pre-use checks on all Heavy Operating Equipment prior to performing Work with the equipment. Pre-use checklists shall be used by the operators and records shall be maintained.
- 5.3.7 Operators shall prepare a separate Daily Health and Safety Job Plan (Appendix L). The Daily Health and Safety Job Plan (Appendix L) shall include the details on the use of the equipment such as vehicle setup, stabilization, work zone protection, rigging requirements, the operating limitations of the Heavy Operating Equipment and minimum clearance distances to energized electrical equipment. The Operator's Daily Health and Safety Job Plan (Appendix L) shall be reviewed with the other Workers on site prior to the start of Work.
- 5.3.8 All Work requiring the use of mobile Heavy Operating Equipment near electrical supporting structures, such as towers, poles and guy wires, shall comply with the following conditions, except for Work performed by qualified powerline Workers on transmission and distribution circuits. In addition:
  - a) Operators shall ensure that the mobile Heavy Operating Equipment is maintained at a minimum safe working distance from any electrical supporting structure.
  - b) A safe work zone shall be established around the electrical supporting structure. The perimeter of the zone and the structure shall be marked with cones, flags or caution tape. These visual aids shall be attached or positioned so the operator of the equipment has good visual contact with them while working in the area of the electrical supporting structures.



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c) If the above conditions cannot be met, a documented work procedure shall be approved by the Owner.

#### 5.4 Climbing and Working at Height

- 5.4.1 The Contractor must have a fall protection and prevention program established and applicable to the Workplace. This program must meet the standards Fall protection measures must be taken whenever there is a potential for a high-risk health and safety incident involving gravitational energy such as a Worker(s):
  - a) falling an elevated position;
  - b) falling into water or other liquid;
  - c) falling into or onto a hazardous substance or object;
  - d) falling through an opening on a work surface.
- 5.4.2 For all temporary and permanent work structures, equipment and installations, where conditions such as of the ones above exist, the first alternative is to change the design in order to eliminate the hazard. If it is not practical to implement design changes, the second alternative must be to implement fall prevention measures such as a guardrail system or travel restraint system. In the cases where neither design changes nor the implementation of fall prevention measures are practical, the third alternative must be to implement a fall restricting or a fall arrest system.
- 5.4.3 Whenever there is a possibility of objects falling from a work platform onto persons below, an adequate safe work zone must be established to ensure that Workers are not exposed to falling objects. The work zone should be delineated with caution tape or monitored by a dedicated observer. The work platform must have kick plates installed and the Workers should tie off the tools and equipment whenever possible.

#### 5.5 Welding, Cutting, and Hot Work

- 5.5.1 Hot Work operations, or "Hot Work" shall be considered any temporary operation that involves open flame, extreme heat and / or sparks. This includes but is not limited to: electric welding; air arcing; grinding; disc cutting; high temperature heating; open flame burning; brazing; soldering; and hot patch roofing.
- 5.5.2 Before initiating any Hot Work the Contractor is required to complete an initial job assessment by means of a Daily Health and



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rmit Both document

Safety Job Plan (Appendix L) and Hot Work permit. Both document templates must be reviewed and approved by the Owner.

- 5.5.3 Hot Work permits must be maintained at the location of Hot Work operations and maintained by the crew leader.
- 5.5.4 In addition to complying with all applicable municipal, provincial and federal regulations, all Hot Work activities will require the use of a designated fire watch. This person must be trained in their duties, identified on the permit, and at the Work location full time while Hot Work is underway then, at minimum, 30 minutes after completion of Work.

#### 5.6 Cranes, Hoisting, and Rigging

- 5.6.1 The Contractor must have a formal hoisting and rigging program that defines the requirements for all types of lifts using cranes or hoisting equipment. The program requirements must include, but are not limited to, the following:
  - a) Roles and responsibilities related to hoisting and rigging, for the Contractor's Project Manager, safety personnel, hoisting/erection crew supervisor, crane/derrick/hoist operator, signalperson, riggers, and applicable qualified/Competent Persons assigned to such operations. (e.g. designated engineer or consultant);
  - b) Training records and retraining schedules/documentation for all staff assigned responsibilities in the Contractor's hoisting and rigging program;
  - c) Lift assessment and lift approval process including identification criteria for lifts in need of review by a professional engineer;
  - d) Crane inspection process, documentation, and frequency;
  - e) A drawing showing the anticipated location of the hoisting equipment, structures, utilities, public and site traffic, and other operations within 150% of the crane's boom length, proposed travel of the lift, and expected delivery entry/exit points along with staging of support vehicles/equipment and materials;
  - f) Criteria related to lifting or hoisting to include in Daily Health and Safety Job Plans (Appendix L);
  - g) Loading and offloading of craning/hoisting equipment, crane walking, fueling, and storage;
  - h) Crane assembly and disassembly;



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- i) Crane/derrick/ levelling, stabilization, and if appropriate (e.g. on a barge) securing;
- j) Establishing a safe work zone around craning/hoisting activities, this will include identification of the cranes range of motion, and possible drop areas;
- k) Communication/signaling requirements during hoisting or moving of materials and equipment;
- Inspection and maintenance (including documentation) of all hoisting and rigging equipment, e.g. cranes, derricks, slings, spreaders, and other rigging devices;
- m) Pre-lift meetings/discussions;
- n) Working in the vicinity of hazards, e.g. overhead or underground utilities, manholes, structures, traffic;
- o) Selection, inspection, storage, and maintenance of rigging equipment;
- p) Environmental aspects, e.g. wind speed, visibility, lightning.
- 5.6.2 The Contractor's hoisting and rigging program must define critical lifts and their requirements in accordance with all municipal, provincial and federal regulation for cranes and rigging.
  - Scenarios that will meet this definition include a lift in which the load requires exceptional care in handling due to the potential for:
  - a) Two or more cranes used to lift a load, and/or
  - b) Any load greater than <u>75%</u> of the rated capacity of a mobile crane, tower crane, or hoist, and/or
  - c) Not more than the rated capacity of fixed overhead crane permanently installed at a facility.
- 5.6.3 In addition to compliance with critical lift guidelines based on municipal, provincial and federal regulation, and descriptions within this document, Contractors must identify high-risk lift activities that will take place on a project. A high-risk lift activity may be defined should it meet one or more of the following conditions:
  - a) Any lift that may be subject to adverse weather conditions or high wind loads;
  - b) If load weights or the center of gravity are difficult to determine;
  - c) Loss of control may result in catastrophic damage to a structure's integrity, or the health and safety of occupants or neighbours;



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- d) The potential release of hazardous substances into the environment;
- e) Lifting of Workers with a crane or hoist;
- f) When utilizing chain-falls or other dynamic rigging with the intention of altering the rigging configuration and/or center of gravity while a load is suspended;
- g) A lift where any part of the equipment within the swing radius may become closer than 20' to electrical lines;
- h) Lifts in poor soil/ground conditions;
- i) Loss of an irreplaceable or un-repairable item that would jeopardize future operations, the safety of a facility, or result in delay to schedule or other serious program impact;
- j) Significant financial impact to the extent it would affect Facilities/project commitments
- k) When specifically requested by the Owner.
- 5.6.4 All lifts that meet criteria for critical or high-risk Work and will require a lift plan to be completed by the Contractors designated qualified person. The Contractor will define the format and content of this plan though it must address the following elements:
  - a) Description of lift;
  - b) Crane(s) involved in the lift activity and the equipment specifications;
  - c) Drawing for the lift that identify:
    - Location of lifting equipment
    - Lift height
    - Load radius
    - o Boom length & angle
    - o Size & weight of the load
    - Flight path of load
    - o Rigging specifications and attachment points
    - Percent of crane's rated capacity
  - d) Personnel involved;
  - e) Communication method;
  - f) Ground conditions;
  - g) Required environmental conditions to safely perform lift;
  - h) Pre-lift inspection procedures;



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- i) Procedures for lifting Workers (when applicable)
- j) Procedures for keeping unwanted persons from crossing below suspended loads.
- 5.6.5 The Contractor's hoisting and rigging program must define the requirements for a licensed professional engineer to review the lift plan prior to a lift. At a minimum, the Contractor's hoisting and rigging program shall require an engineer review for the following:
  - a) For any lift meeting the criteria of a critical lift
  - b) When rigging components are altered or used in a way that is different from manufacturers specification
  - c) When rigging components are site or shop fabricated
  - d) When the sling angle is lower than 45% for an eye bolt and 30% for other lifts
  - e) When structural members are used for hoisting and the strength of the anchor points cannot be ensured
  - f) When specifically requested in the work plan or by the Owner

Note: The engineer shall be knowledgeable of the requirements applicable to cranes, hoisting devices and rigging hardware identified in the applicable regulations and industry standards and be responsible for interpreting standards, codes, regulations, instructions and procedures.

#### 5.7 Use of Chainsaws and Brushsaws

- 5.7.1 When using a chainsaw or brushsaw for Work in which members of the public may have access to the Workplace, a safe work zone of 5 meters (16 feet) shall be established and delineated with caution tape or cones. The requirement to use caution tape does not necessarily apply to all right-of-way maintenance work; its use to be determined during the Site Hazard Assessment done prior to commencement of the Work on site.
- 5.7.2 When using a chainsaw or brushsaw for minor construction and bucking work, a safe work zone of 3 meters (10 feet) shall be established and marked with cones or caution tapes and monitored by a dedicated observer.
- 5.7.3 When using a chainsaw or brushsaw for felling small or large trees on level ground, a safe work zone shall be maintained at a minimum twice the height of tree being felled.



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- 5.7.4 All Workers performing Work involving the use of chainsaws or brushsaws shall be trained and qualified for the type of work performed. The training shall include classroom sessions on the safe use of chainsaws or brushsaws, the use of personal protective equipment, and practical application related to the type of Work performed.
- 5.7.5 All Workers who use a chainsaw or brushsaw for clearing of electrical right of way (ROW) or Line Work shall have basic electrical awareness training.
- 5.7.6 When using a chainsaw or brushsaw the following PPE will be required as a minimum:
- (a) Leg protection (including back calf)
- (b) Gloves
- (c) Head
- (d) Eye
- (e) Long sleeves

#### 5.8 Utility Locates

- 5.8.1 The Contractor shall arrange with the appropriate utility authorities for the stake out of all underground utilities and service connections that may be affected by the Work. The Contractor shall be responsible for any damage done to the underground utilities by the Contractor's forces during construction. The Contractor shall also be responsible for any damage done to the service connections. The Contractor shall attend such meetings with the Contract Administrator and the utility authorities as may be required by the Contract Administrator to ensure coordination of activities among the Contractor and the utility authorities for each utility affected by the Contract.
- 5.8.2 In the case of damage to, or interference with any utilities, pole lines, pipelines, conduits, farm tiles, or other public or privately owned works or property, the Contractor shall immediately notify the Owner and the Contract Administrator of the location and details of such damage or interference.
- 5.8.3 Except as otherwise noted in the Contractor's health, safety and environmental obligations document (Appendix A), the Contractor assumes all the risks and responsibilities arising out of any obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Workplace, and the Contractor shall not



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make any claim against the PUC for any delay, loss, damage or expense occasioned thereby.

- 5.8.4 Where the obstruction is an underground utility such as cable, pipelines, sewers, or drains, or any other object, the Contractor shall be required to assume the risks and responsibilities arising out of such obstruction.
- 5.8.5 During the course of the Contract, it is the Contractor's responsibility to obtain locates from utility companies or other appropriate authorities for further information in regard to the exact location of these Utilities, to exercise the necessary care in construction operations, and to take such precautions as are necessary to safeguard the Utilities from damage.
- 5.8.6 Existing gas mains, where identified through locates or encountered in the excavation and trenching operations shall be protected at all times and extreme caution shall be taken when digging within close proximity to any gas main.
- 5.8.7 Excavation work carried out within the vicinity of the existing gas mains shall be carried out in accordance with Enbridge Gas' Specification for Excavation, Cover, and Clearance. The Contractor shall also comply with the document "Third Party Requirements in the Vicinity of Natural Gas Facilities" which will be made available to the Contractor upon request.
- 5.8.8 The cost for the protection and support of gas mains shall be borne by the Contractor. Backfill and bedding shall be placed using proper placement and compaction procedures to the satisfaction of the utility representative involved.
- 5.8.9 When underground Bell lines become exposed during construction it is the responsibility of the Contractor to ensure that the lines are reinstalled to an acceptable depth of bury complete with bedding sand cover. The cost of bedding sand and reinstallation of the Bell lines shall be included in the tender price for the appropriate item and shall be full compensation for any relocation, reinstallation and sand cover to the satisfaction of the utility company.
- 5.8.10 Under no circumstances shall the Contractor move, support, or otherwise contact overhead wires, including low voltage wires, or any other above ground PUC distribution electrical facilities. With the exception of the support of electrical ducts, subject to approval



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by PUC, no contact shall be allowed of buried PUC electrical facilities.

- 5.8.11 Should the Contractor's work potentially encroach on the Occupational Health and Safety Act's limits of approach to overhead wires, the Contractor shall implement one or more of the following options, listed in order of preference:
  - a) Modify work to maintain a safe distance and eliminate potential for contact as stated in and spelled out by any applicable Codes or Regulations.
  - b) If the Contractor can demonstrate to the PUC's Representative that the work cannot reasonably be modified consistent with the above, the Contractor and the PUC's Representative shall work in conjunction to evaluate alternatives to eliminate the hazard, reduce the hazard to a safe level, or implement an appropriate system of barriers. The Contractor's Representative would initiate this request through the PUC representative. If modification to the distribution facility is required for work to proceed safely, the Contractor's Representative shall give PUC sufficient lead time to mobilize the necessary crews.
- 5.8.12 These costs are deemed to be included in the unit prices bid for the related items and no separate or additional payment will be made for this work.

#### 5.9 Work Around Pressurized Watermains

- 5.9.1 Contractors excavating or working in the vicinity of live watermains can present hazards if proper precautions to control pressurized watermains are not in place. This will be discussed in the Pre-Job Meeting. The PUC will de-pressurize the watermain to allow the contractor to work around it, based on the Contractor's job plan.
- 5.9.2 PUC is responsible to de-pressurize a watermain whenever a contractor is required to work in close proximity to it.
- 5.9.4 PUC will require the Contractor to submit a LOTO policy / procedure prior to work commencing. Contractors are required to submit a process to determine safe limits of approach for waterworks. The determination as to the safe limit of approach to a watermain is an engineering decision. The limit varies with soil type and pipe



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diameter.

5.9.5 Contractors may be required to address special provisions for shoring and thrust restraint for pressure pipes for review.

By signing this document, I hereby acknowledge that I have received a copy the Health and Safety Contractor Management Program and the Contractor's Health, Safety, and Environmental Obligations. I have read and understand the obligations set forth in said policies and agree to abide by their terms. I understand that should I have questions regarding the program or obligations I will contact the Contract Administrator.

Company (Full Corporate Name)	Date
Name (to be printed) and Title	Signature



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Qualification Questionnaire

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Please provide all requested information, complete the questionnaire in its entirety and return, <u>with all requested supporting documents</u>, for review. Prequalification is a requirement before performing contract work for PUC. Please email all information to contractor.management@ssmpuc.com

**BUSINESS CONTACT INFORMATION** 

Company Name:				
Mailing Address:		City:		
Province:		Postal Code:		
Phone Number:		Fax:		
Name of Contact:		Email:		
	,			
Type of Work Prequalifying fo	r:			
☐ Asbestos Abatement	$\square$ Electrical		☐ Mill	work/Carpentry
☐ Audio Visual	☐ Elevators		□ Offi	ce Supply/Equipment
☐ Chainsaw	☐ Fire/Life S	Safety	□ Pair	it
☐ Communications	☐ Floor/Ceil	ing	☐ Pavi	ng
☐ Computer Electronics	☐ Forklift		☐ Pest	Control
☐ Concrete	☐ Furniture/	/Fixtures	□ Plur	nbing
☐ Construction	□ Insulation		□ Roo	fing
☐ Construction Materials	☐ Janitorial.	/Cleaning	□ Secu	urity/Surveillance
☐ Consultants	□ Landscapi	ng/Snow	☐ Sign	age
☐ Cranes/Hoisting	☐ Machine S	hop	□ Vac	Truck
☐ Demolition	☐ Marketing		□ Was	te Management
☐ Directional Drilling	☐ Masonry		□ Wel	ding
☐ Doors/Windows	☐ Mechanica	al	□ Oth	er:



☐ First Aid Procedures

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Training Programs: Does your company have a worker safety training program? ☐ Yes ☐ No If yes, please indicate applicable training programs (list others): ☐ Incident Investigations ☐ Explosive Fasten Tools ☐ Regulations for **Construction Projects** ☐ Asbestos ☐ First Aid/CPR ☐ Regulations for Industrial Establishments ☐ Chainsaw ☐ Forklift ☐ Rescue ☐ Confined Spaces ☐ Fuel Dispensing □ Respirator ☐ Cranes/Hoisting ☐ Housekeeping □ Scaffolding ☐ Cutting and Welding □ Ladders ☐ Signs/Barricades □ Traffic Control ☐ Designated Substances ☐ Lockout/Tagout ☐ Electrical ☐ Occupational Health & ☐ Transportation of Safety Act **Dangerous Goods** □ Elevated Work Platforms ☐ Personal Protective ☐ WHMIS Equipment ☐ Emergency Procedures ☐ Power Line Awareness ☐ Workplace Inspections ☐ Other (Please List) ☐ Excavation/Trenching/Digging ☐ Propane Handling Do you have a safety training program for lead hands or Supervisors? ☐ Yes  $\square$  No If yes, does your training program include formal instruction in the following: ☐ Incident Investigations ☐ New Worker ☐ Site Supervision Orientation ☐ Toolbox/Tailgate ☐ Emergency Procedures ☐ Occupational Health & Safety Act/Regulations Meetings ☐ Fire Protection and Prevention ☐ Safe Work Practices ☐ Other (Please List)

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☐ Safety Supervision



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#	Required	Certification			Prov	ided
1	H&S Awareness Training - please p	rovide certificate	S			
2	WHIMIS for all workers - please pro	ovide certificates				
3	First Aid & CPR - please provide ce be the designated rep on site	rtificates for any	workers who could	1		
4	Book 7 Traffic Control Training - pl that would require it on site	lease provide cert	tificates for worker	.S		
5	Working at Heights Training - pleas that would be required to work at		cates for any work			]
#	Rec	quired Document	ation			
	WORKPLACE SAFETY A				Υ	N
1	PUC requires a report from the Wo equivalent that contains your compumbers of lost time injuries, mod workers, etc. Have you provided a calendar years?	pany's injury/illne ified/restricted v	ess statistics, vorkdays, number o			
	HIST	ORY				
2	Has your company received any wr relating to environmental laws/rec copy/explanation and a summary of recurrence	gulations in your a	area? If yes, provide	e a		
3	Has your company received any wr from the Ministry of Labour, Immig Development in your area? If yes, p of the nature of each order to com include any corrective action or m	gration, Training a please attach an e nply, conviction a	and Skills explanation or a cop nd/or citation and			
4	INCIDENT HISTORY	LAST YEAR	2 YEARS PRIOR	3 Y	EARS F	PRIOR
	Total Work Hours					
	Number of incidents requiring medical attention					
	Number of lost time incidents					
	Total number of days lost due to injury					
	Number of fatalities					



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	POLICIES/PROCEDURES/MANAGED SYSTEM	Υ	N
5	Please provide a copy of your health and safety policy.		
6	Does your company have a written environmental policy? If yes, provide a copy.		
7	Does your company have a system to manage health & safety and environment? Please provide a copy of the program's Table of Contents or a sampling of copies of the procedures.		
8	Do you have a Joint Health and Safety Committee (JHSC) in place? If yes please attach meeting minutes. Legally, they have to be recorded.		
9	Does your company have a Workplace Violence and Harassment Policy? If yes, provide a copy.		
10	Does your company conduct regular meetings that discuss health & safety, environment? If yes, provide a copy of at least two attendance rosters from the meetings, as well as topics discussed.		
11	Does your company perform pre job hazard analyses and/or job planning that identify hazards and appropriate barriers to control energy? If yes, provide a copy of two or three completed examples.		
12	Does your company conduct tailboard/toolbox talks before daily activities? If yes, provide a copy of two or three completed examples?		
13	Do your company's new hire orientations include a review of your health and safety, environment program? Please provide a copy of the orientation outline.		
14	Does your company provide training (health, safety, environment, technical/ trades) to workers? If yes, provide a copy of the training matrix (list of courses and who receives training).		
15	Technical/trades training certificates/licenses/professional registrations - please provide sampling of copies to us. You will be asked for completed records prior to commencing work.		
16	Does your company have a sub-contractor pre-qualification procedure? If yes, please include a copy of procedure.		
17	Does your company do accident/incident investigations that help identify the root causes of incidents, and ways to prevent reoccurrence? If yes, please provide a copy of your policy/procedure		
18	Does your company conduct driver's license checks and ensure they remain in good standing?		



TAB - 04-04

Issued: 09-AUG-2022

Revised:

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#### Appendix B: Contractor Pre-Qualification Questionnaire

19	Does your company conduct criminal background check hired to perform duties?	ks for workers	
20	Does your company have any specific environmental lic covering your work, or certifications, i.e., International yes, please provide a copy of each		
21	To provide further clarification on any of the above re additional information, have you included separate attachments/supporting documents? If yes, specify wh	•	
	Signature	Date	



# PUC SERVICES INC.

# PUC WATER TREATMENT PLANT SECURITY FENCE SAULT STE. MARIE ONTARIO

2059 SECOND LINE WEST



LIST OF DRAWINGS

231-00885-00 - C1.0 EAST FENCING - SITE PLAN AND PROFILES

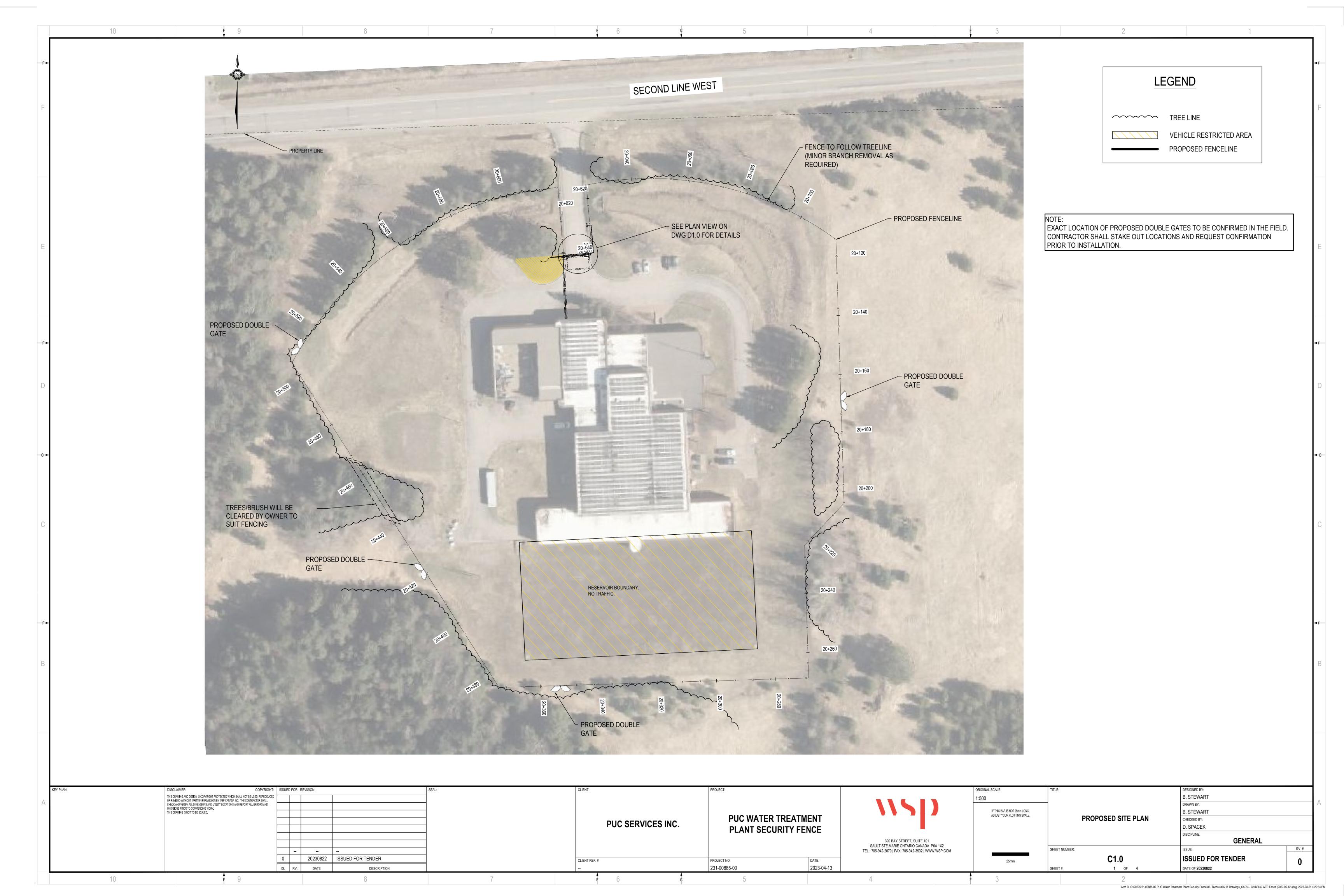
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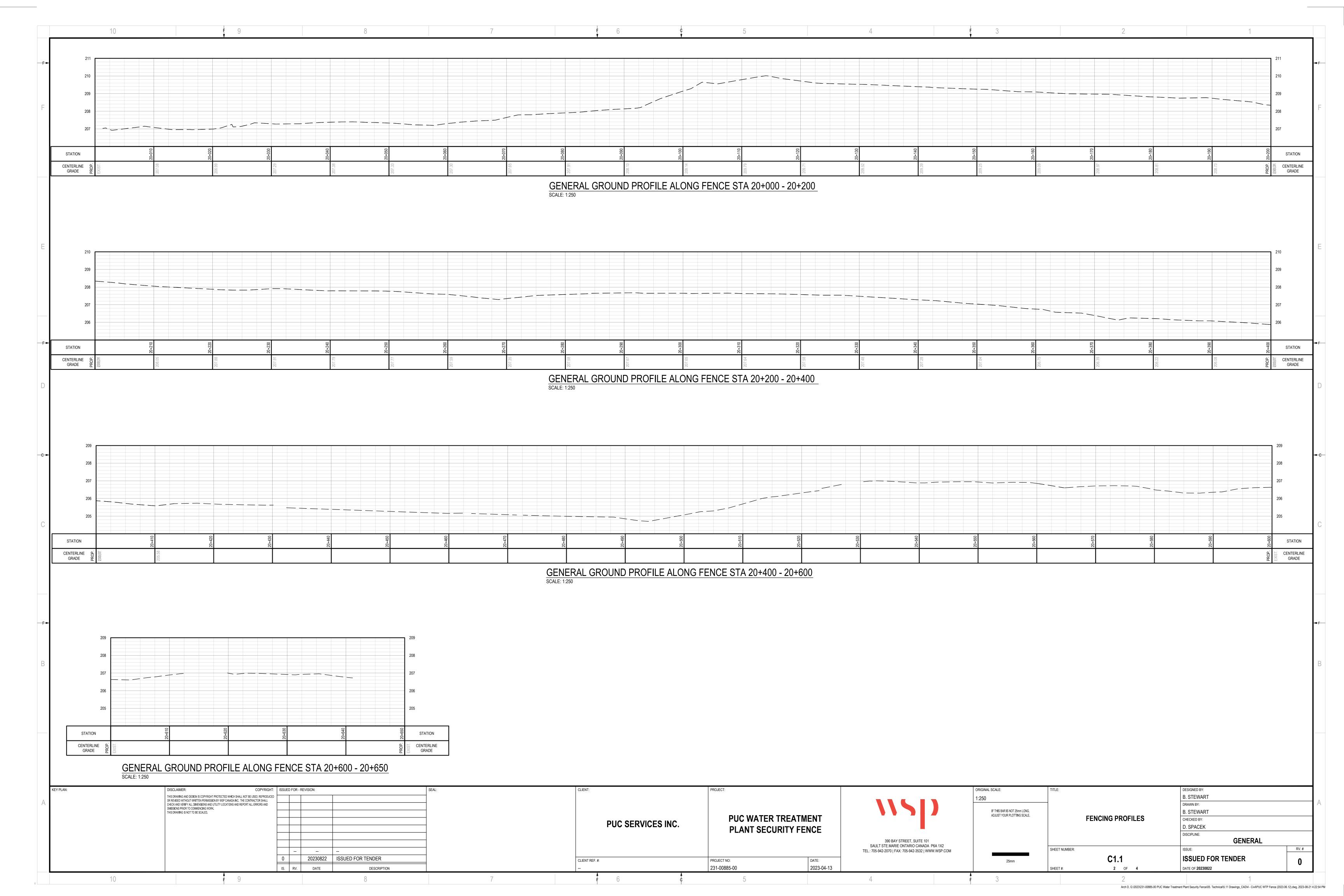
231-00885-00 - D1.0 DETAILS

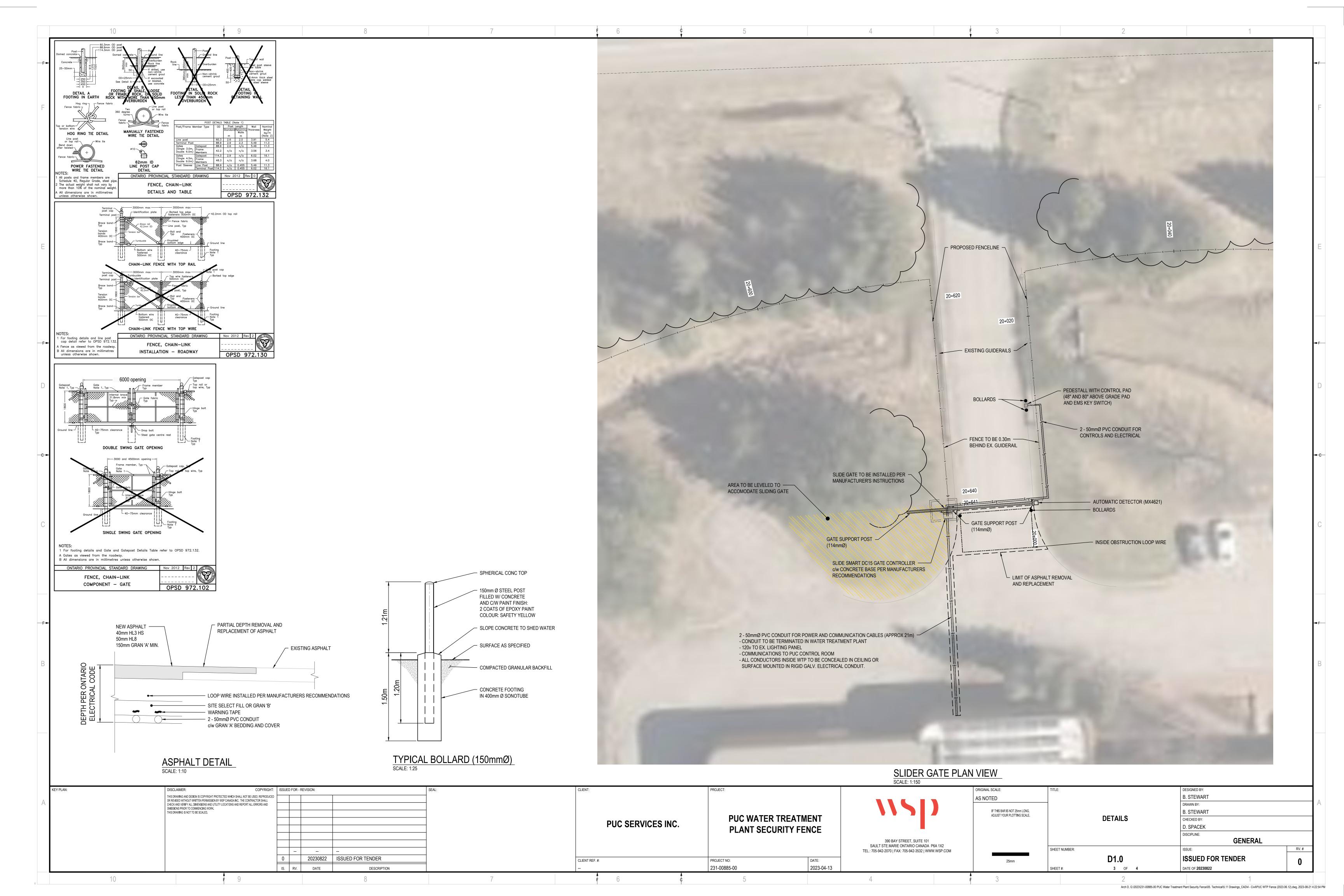
231-00885-00 - D1.1 ROLLER GATE DETAILS

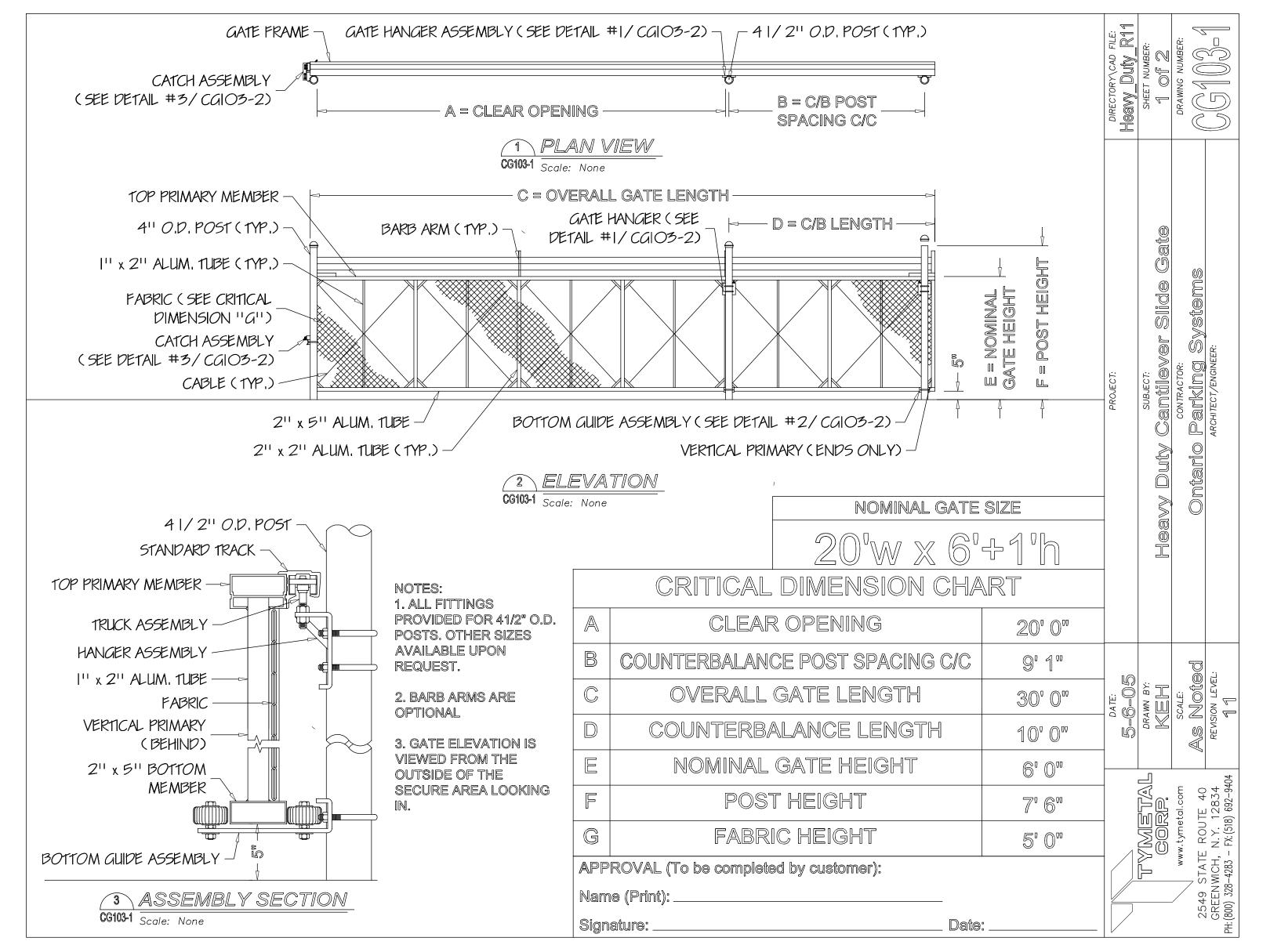
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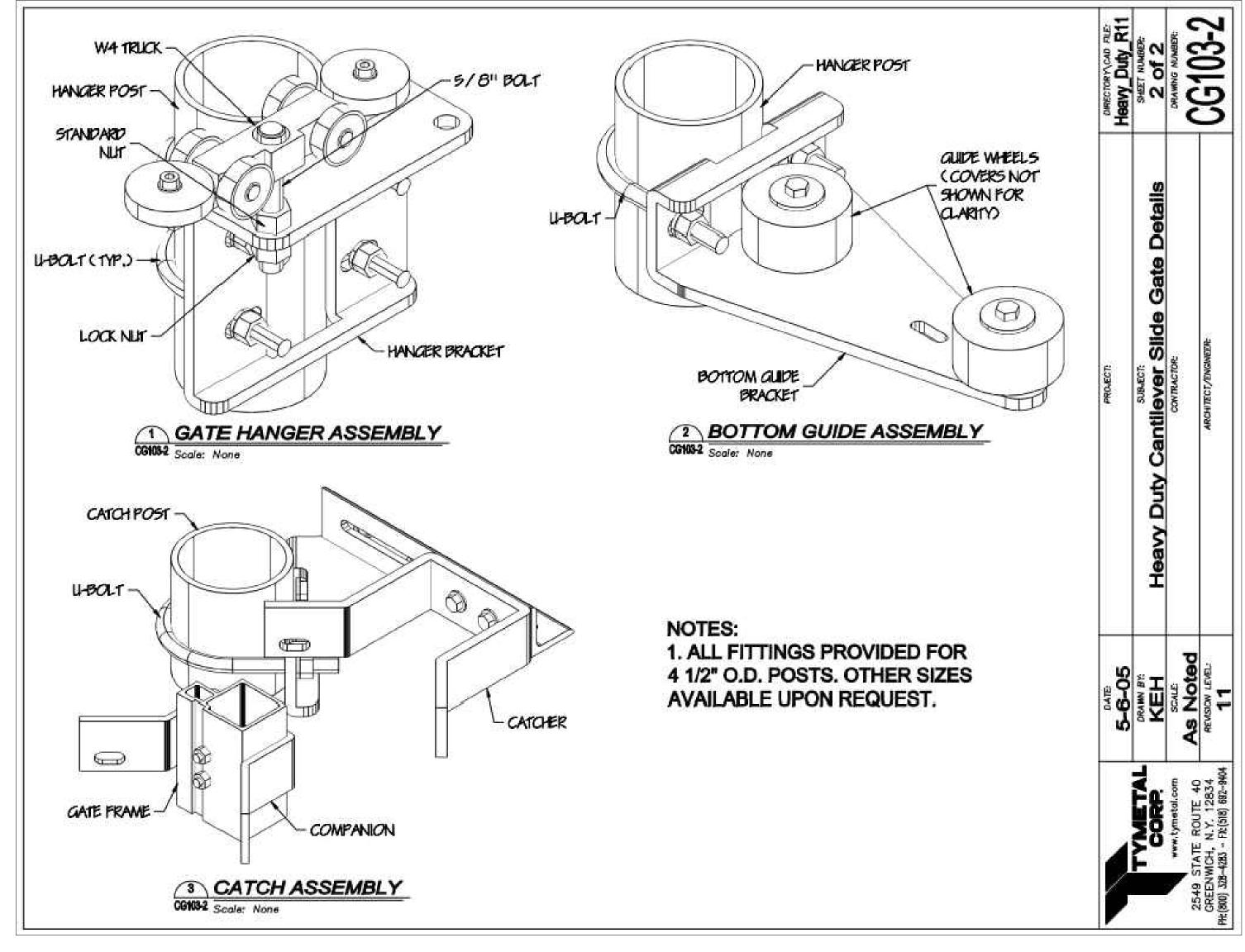












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