

# Contractor's Environmental Obligations Agreement

Version August 2023



uOttawa

## **PART 1 CONTRACTOR'S ENVIRONMENTAL OBLIGATIONS**

Environmental considerations are part of all activities and operations within the University of Ottawa. While performing services and operations on behalf of the University of Ottawa, all contractors must understand their environmental responsibilities.

Contractors include:

1. Construction, Operation, Maintenance and Service activities
2. Hired equipment
3. Consultants

As a University of Ottawa contractor, your performance during all contractual obligations is critical to our commitment to protect the environment and comply with all environmental legislation.

Contractors will be required to read and understand the University's Environmental and Sustainability Policy (Policy 72). The Policy contains the following three key commitments:

1. Continual Environmental Performance Improvement,
2. Pollution Prevention, and
3. Regulatory Compliance.

### **1.1 General Contractor's Environmental Obligations**

The General Contractor Shall:

- (a) Manage all environmental obligations and potential environmental impacts associated with the project or any part of the work in accordance with this Agreement.
- (b) Identify, plan and coordinate the management of all environmental obligations and their potential impacts on the project with the University's Environmental Management Department at the Office of Risk Management when the project or any part of the work involves working on the following:
  - (i) Excavations greater than 5m<sup>2</sup> and 15 cm deep;
  - (ii) Demolition;
  - (iii) Laboratory and workshop renovations, upgrades, relocation or decommissioning;
  - (iv) Wastewater discharge and disposal;
  - (v) Hazardous waste management;
  - (vi) Installation, modification, replacement and decommissioning (or any other work outside regular maintenance), in parts or in whole, for
    - HVAC systems
    - Boilers
    - Chillers
    - Scrubbers
    - Fume hoods, canopy hoods and paint booths
    - Exhaust fans, rooftop and wall mounted

- Stacks
- Generators and associated fuel systems
- Plumbing systems
- Storm, sanitary and combined sewers

- (c) Observe, comply with, and perform all of its duties and obligations under this Agreement, and cause all persons for whom the General Contractor is in law responsible to observe, comply with and perform such duties and obligations in accordance with:
- (i) all applicable Environmental Laws, Approvals, Authorizations and Permits;
  - (ii) the relevant requirements under any applicable Laws and all applicable Reference Documents (including, but not limited to, University documents such as Policies, Directives, Procedures and Guidelines) that are current and applicable at the time of performance of all or any part of the work;
  - (iii) any terms and condition requirement or commitment arising out of Environmental Compliance Approvals, Authorizations or Permits, including existing, new or amended Environmental Compliance Approvals, Authorizations or Permits as may be subsequently issued from time to time; and
  - (iv) the provisions, commitments, responsibilities and information relating to environmental matters set out in this Agreement.
- (d) Notify the University of any circumstance that may require the University to provide notice to federal, Provincial or Municipal authorities, including regional conservation authorities, in accordance with regulatory requirements.

## 1.2 Best Management Practice

- (a) The General Contractor shall perform its duties and obligations in accordance with Best Management Practices and shall comply with, at its own cost, the provisions of the Best Management Practices with regards to environmental compliance and sustainability.
- (b) The General Contractor will not do or omit or permit to be done or omitted anything which is inconsistent with such Best Management Practices.

## 1.3 Environmental Approvals, Authorizations and Permits

- (a) Except in relation to existing Environmental Compliance Approvals, the General Contractor is required to obtain on behalf of the University all approvals, authorizations and permits, including amendments to existing approvals, authorizations and permits, which relate to or are required under federal, Provincial and Municipal legislation in connection with the project or any part of the work, to fulfill the General Contractor's obligations.
- (b) Without limiting any of its other obligations under this Agreement, the General Contractor acknowledges and agrees to observe and comply with the standards, practices and

requirements as outlined or otherwise referenced in all applicable approvals, authorizations and permits.

## 1.4 Environmental Records

- (a) The General Contractor shall maintain copies of all documents, reports, plans, figures, analytical data sets, inspections, emission results, procedures and any other relevant records (including approvals, authorizations and permits) in connection with the project and the performance of the work relating to environmental matters.
- (b) The General Contractor shall obtain the authorization of the University's Representative for environmental matters (see following section 2.1) prior to provide any type of documents or information to any Environmental Authority or other stakeholder in connection with the project and the performance of the work relating to environmental matters.
- (c) Upon request, the General Contractor shall promptly forward to the University's Representative for environmental matters a copy of any report, submission, application or other document that is produced or otherwise obtained relating to environmental matters affecting the work, the Site or any aspect of the project.

## PART 2 ENVIRONMENTAL MANAGEMENT

### 2.1 University Representative for Environmental Matters

- (a) The University's representative for all environmental matters is the Assistant Director – Environmental Management at the Office of Risk Management or his/her delegate.
- (b) The Assistant Director – Environmental Management at the Office of Risk Management, or delegate, shall have final approval and defined authority on the General Contractor's environmental strategies and for the following:
  - (i) Ensuring the applicable University's Policies, Directives, Procedures and Guidelines are respected unless alternative approaches are proposed and approved;
  - (ii) Ensuring environmental issues are mitigated and that all applicable legislative requirements are fulfilled in accordance with this Agreement; and
  - (iii) Is the University's representative and signing Authority for all Environmental Approvals, Authorizations and Permits.

### 2.2 Environmental Specialists

- (a) When required based on project requirements and deliverables, the General Contractor shall have available, at all times until the Substantial Completion Date, a multi-disciplinary team of qualified environmental specialists and thereafter shall have available such a team of qualified

environmental specialists to the extent relevant to the General Contractor's obligations that continue after the Substantial Completion Date until the expiry of the General Work Defect Warranty Period.

- (b) The multi-disciplinary team of qualified environmental specialists shall ensure the day-to-day implementation of the General Contractor's Construction Environmental Management Plan (CEMP), see section 2.3.1 below.
- (c) The job specification and responsibilities of the multi-disciplinary team of qualified environmental specialists shall include the following:
  - (i) Identification, planning and management of all environmental issues and compliance requirements associated with all aspects of the Work on a day-to-day basis;
  - (ii) Complete internal audits on the performance of the CEMP.
  - (iii) Report on the effective implementation and operation of the CEMP to the University's Assistant Director – Environmental Management or a designated alternate; and
  - (iv) Prepare and submit to the University's Assistant Director – Environmental Management all reports required under the CEMP and all other documentation and information required under this Agreement.

## 2.3 Environmental Plans and Reports

The General Contractor shall develop, implement, maintain and update the plans and reports described in the following sections 2.3.1 to 2.3.4. It is the General Contractor's duties to ensure all plans and reports are current at all times and that all steps are taken to promptly include updates and supplements to reflect all changes. Including, but not necessarily restricted to, schedules, Site conditions and contingency measures.

### 2.3.1 Construction Environmental Management Plan (CEMP) :

- (a) The General Contractor shall submit to the Assistant Director – Environmental Management, or delegate, the draft CEMP for acceptance, prior to the General Contractor implementing the CEMP plan and/or submitting the CEMP to any relevant Environmental Authority or other stakeholder.
- (b) CEMP Specific Requirements:
  - (i) Complies with all applicable requirements set out in this Agreement;
  - (ii) Identifies the roles and provides detailed descriptions of the responsibilities of the members of the General Contractor's environmental team and the University;
  - (iii) Identifies the communication protocols between the members of the General Contractor's team and the University;
  - (iv) Identifies and provides detailed descriptions of monitoring and reporting requirements;
  - (v) Sets out the initial list of the sensitive environmental issues and compliance requirements, in connection with which the General Contractor shall prepare Environmental Work Plans set out in section 2.3.2;
  - (vi) Includes the Component Plans set out in section 2.3.3; and

- (vii) Complies with all of the General Contractor's and the University's Environmental Obligations, including those set out in the University Policy 72 and associated Procedures.

### 2.3.2 Environmental Work Plans

- (a) Environmental Work Plans shall be prepared by the General Contractor to describe all actual and potential environmental issues and compliance requirements associated with the project and to demonstrate the measures which the General Contractor will implement and follow and cause to be implemented and followed to protect the environment and to ensure regulatory compliance. Such compliance requirements to include areas that are defined or referenced in permits, authorizations or approvals which relate to or are required under Environmental Laws in connection with the work, or in this Agreement or that are otherwise identified by the General Contractor or the University in connection with the performance of this Agreement.
- (b) The Environmental Work Plans shall be submitted by the General Contractor to the Assistant Director – Environmental Management for acceptance prior to their implementation or distribution to other stakeholders.
- (c) The information set out in the Environmental Work Plans shall be clear and concise as to enable the Primary Contractor, any Subcontractor of any tier or any other person engaged or involved in the performance of the work, and their respective representatives, agents, employees and contractors, to effectively use and understand the Environmental Work Plans in connection with the performance of the work.
- (d) Environmental Work Plans Specific Requirements :
  - (i) Includes a description of the Site, or portion thereof applicable to the work described in the Environmental Work Plan, the part of the work that is to be carried out at such part of the Site, the schedule and duration of such part of the work;
  - (ii) Includes a description (including maps and drawings, as appropriate) of the environmental issues or requirements at the Site or portion thereof, and adjacent lands, applicable to the work described in the Environmental Work Plan and of the mitigation measures to be implemented, including regular maintenance activities;
  - (iii) Specifies the applicable sections, terms, conditions and commitments of the CEMP, Permits, Authorizations and Approvals relevant to the specified portion of the Site, the described part of the work, and the described mitigation measures, as applicable;
  - (iv) Describes the expected and scheduled timing of internal environmental inspections, including full time, daily, and as required inspections, as applicable, and the specific reporting procedures that will apply; and
  - (v) Describes the prepared emergency procedures and relevant 24/7 General Contractor contact information, including applicable personnel, phone and email details, specific to the applicable portion of the Site, the described part of the work and the described mitigation measures.

### 2.3.3 Component Plans

The Construction Environmental Management Plan (CEMP) shall consist, when applicable, of the following major components to address the various phases of the work:

- (a) Communications Plan – The Communications Plan provides the detailed communication protocols, describing the approach for communicating and collaborating on the project;
- (b) Construction Schedule – The Construction Schedule includes the timeline for obtaining environmental studies, permits, authorizations and/or approvals, environmental tasks towards mitigation and/or compliance measures and, if required, work restrictions planned during the overall project;
- (c) Contaminated Site Management Plan (CSMP) – The CSMP identify environmental studies requirements, areas of soil and/or groundwater contamination and extent of remediation requirements, mitigation options, on site soil and/or groundwater contamination management, and procedures for which the Contractor is responsible. It describes the contingency plan for remediation and/or disposal procedures for known or new contamination encountered in the course of the project. The CSMP must also include requirements for the prevention of off-site migration during the project, if applicable;
- (d) Air Quality and Dust Control Management Plan (AQDCMP) – The AQDCMP describe the measures to be used to control dust during construction and the program that will be implemented to monitor nuisance dust concentrations, ambient particulate matter (PM10 and PM2.5), and ambient air quality;
- (e) Surface Erosion Prevention and Sediment Control Plan (SEPCP) – The SEPCP identify areas and activities that are prone to generate elevated amount of sediments, describe general and Site-specific measures that will be applied to mitigate soil erosion and shallow slope movement, to control sediment-laden flows, and to prevent sediment from entering sanitary and storm sewer systems and adjacent water courses. The SEPCP includes a description of the monitoring program that will be implemented on the proposed Site specific measures;
- (f) Construction Site Dewatering Plan (CSDP) – The CSDP identify measures necessary to plan and manage dewatering operations in compliance with federal, provincial and municipal regulations both prior to and during construction activities. It must describe the general steps and roles and responsibilities with respect to assessment requirements, permits, authorizations and approvals, construction dewatering and disposal procedures, management of construction site run-off, melt water run-off and sediment control. It shall also include the measures that will be implemented to manage and remove snow from the site in a timely and efficient manner with considerations for contaminated sediments;
- (g) Noise and Vibration Management Plan (NVMP) – The NVMP describe Site-specific schedule pertaining to noise and vibration-generating activities, procedures and Best Management Practices to control Construction noise emissions including target noise emission levels of equipment, equipment maintenance, management and education, University community communication, and noise monitoring;
- (h) Fuels, Chemicals and Materials Storage and Handling Management Plan (FCMSHMP) – The FCMSHMP describe procedures and Best Management Practices for the transport, inventory and storage of Hazardous Substances, servicing of equipment and equipment operations in environmentally sensitive areas, including but not limited to, near sewer manholes;
- (i) Spill Prevention and Emergency Response Plan (SPERP) – The SPERP identify potential spills, list the spill abatement materials and equipment to be stored on the Site, identify responsible work

personnel and external contacts, training procedures, recovery procedures including communications, containment, clean-up, debriefing and follow-up reporting;

- (j) Solid and Liquid Waste Management Plan (SLWMP) – The SLWMP describe measures that will be implemented to manage solid and liquid waste generated by the project and the disposal plan proposed. This includes, but is not limited to, wastewater generated from any activities. Such has process/industrial wastewater, rinse water, wastewater from pre-treatment of equipment, and boiler blowdown. It should also include measures to reduce, reuse and recycle solid and liquid waste;
- (k) Water Taking Plan and Discharge Plan - The Water Taking Plan must be produced by a Qualified Person (QP), as per Ontario regulation 153/04 which estimates the dewatering efforts required, analyze potential impacts and, if required, identify where the water can be discharged. The QP will also need to develop a Discharge Plan if there is any discharge of water to occur;
- (l) Excess Soil Management Plan – The excess soil management plan describes the soil screening requirements, professional oversight, tracking of soil shipments and soil management at the receiving end;
- (m) Backfill and final grade Plan – The backfill and final grade plan describes the management of uncontaminated soils and the supply, placement and compaction of all materials necessary to reinstate site grades. It identifies the source(s) and characteristics of imported material(s) and the strategy for sampling and analyzing all backfill materials for their environmental and geotechnical quality;

### 2.3.4 Monthly Environmental Management Reports

The General Contractor shall prepare monthly environmental management reports that outline the design activities and construction activities undertaken as part of the work during the preceding month, as well as future activities, key environmental issues, summaries of weekly inspection activities, mitigation measures (successes and failures), resolutions to environmental impacts and how the General Contractor was and will be able to comply with all applicable Permits, authorizations and approvals and related requirements throughout the Site and in respect of all aspects of the Work. All environmental sub-consultant reports, environmental incident reports, specific mitigation plans and sediment and drainage plans shall be appended to the monthly reports. The monthly reports shall be submitted to the Assistant Director – Environmental Management and the University’s project manager during any period during which design activities and/or construction activities are undertaken.

## PART 3 CONTAMINATED SITE MANAGEMENT

### 3.1 Dealing with contamination on Site

- (a) If the General Contractor or any person for whom the General Contractor is in law responsible excavates, disturbs, moves, manipulates, treats, pumps, transports or otherwise handles or deals with, or is required to do any of the foregoing for the purposes of the work:
  - (i) any contamination on the Site (whether such contamination is existing contamination, foreseeable contamination, non-foreseeable contamination or subsequent contamination); or



- (ii) any groundwater, surface water, soil, building material or other material on the Site which contains any hazardous substance which exceeds the MOECC background standards or the standards permitted for use at the site under applicable Environmental Laws and Regulations, including the Records of Site Condition regulation 153/04 under the Environmental Protection Act (Ontario),
- (b) The General Contractor shall, in compliance with all Environmental Laws and Regulations:
  - (i) obtain from an independent and qualified environmental consultant, accepted by the University's Assistant Director - Environmental Management, the required environmental site assessment studies for the Site (or any part or parts thereof), which the General Contractor shall submit to the Assistant Director - Environmental Management University's project manager.
  - (ii) remediate, by removal and disposal, such Contamination or such groundwater, surface water, soil, building material or other material, as the case may be (unless an alternative method of contamination management is proposed and accepted) and the General Contractor shall obtain and comply with all Permits, authorizations and approvals required for such removal and disposal or alternative method of management required by applicable Environmental Laws and Regulations.
- (c) Complying with its obligations pursuant to section 3.1(a) and (b) of this Agreement, the General Contractor shall observe, comply with and perform, and shall cause all persons for whom the Primary Contractor is in law responsible to observe, comply with and perform, the terms of the protocols set out in the Contaminated Sites Management Plan and the Fuels, Chemicals and Materials Storage and Handling Management Plan, as referred to, respectively, in Sections 2.3.3(c) and 2.3.3(h) of this Agreement.
- (d) The General Contractor shall initiate and complete any assessment, remedial or removal and disposal work that it is required to carry out pursuant to this Agreement in accordance with all Environmental Laws to the extent applicable, provide the University's Representative with full information with respect to any such work, and comply with the requirements of the University with respect to any such remedial or removal and disposal work.
- (e) The General Contractor shall ensure that neither the General Contractor nor any person for whom the General Contractor is in law responsible contributes to or exacerbates, or causes the leaching or migration of, any contamination on the Site or onto any adjacent properties, including the sewer systems, whether such Contamination is from groundwater, surface water, soil, building materials or other material which contains existing contamination, foreseeable contamination, non-foreseeable contamination or subsequent contamination.

### **3.2 Notification to the University**

- (a) The General Contractor shall promptly notify the Office of Risk Management of:
  - (i) any release of a hazardous substance or any other occurrence or condition involving hazardous substances at or affecting the University property, including hazardous substances that could cause contamination or an adverse effect for infrastructure, sewer systems, land, water or air;

- (ii) any release that may subject the General Contractor, sub-contractors or the University of any fines, penalties, orders, investigations or other proceedings under any Environmental Laws;
  - (iii) the identification of any contamination uncovered in the course of a project which was not disclosed in any previously disclosed information;
  - (iv) all charges, orders, investigations or notices of violation or non-compliance issued against the General Contractor or relating to the performance of work completed at a University property under any Environmental Laws; and
  - (v) any notice, claim, action or other proceeding by any person against the General Contractor or relating to the performance of work completed at a University property concerning the release or alleged release of any contaminant.
- (b) The General Contractor shall immediately notify the relevant Environmental Authorities of any release of any hazardous substance at or from a University property as required pursuant to and in accordance with Environmental Laws.
- (c) Without limiting any other provision of this Agreement, in the event of a failure from the General Contractor to provide a notice required by Section 3.2(b), the University may notify the relevant Environmental Authorities of such occurrence.

**The University of Ottawa**

\_\_\_\_\_  
I have the authority to bind the Corporation

Name (printed):

Position Title:

Department:

Phone Number: 613-562-5800 ext \_\_\_\_\_

e-mail:

**Proponent:**

\_\_\_\_\_  
I have the authority to bind the Corporation

Name (printed): \_\_\_\_\_

Position Title:

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

e-mail: