

Terms of Reference (TOR)

2022 Consulting Services

FOR

Arctic Gold and Silver Mine Site

Yukon



**Prepared by: Yukon Region
Crown - Indigenous Relations and Northern Affairs Canada (CIRNAC)**

Prepared for:

Revision	Date	Comments
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1		
2		

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1. General Information

1.1 General

This Terms of Reference (TOR) has been developed by Crown - Indigenous Relations and Northern Affairs Canada (CIRNAC) to solicit environmental professional services beginning in the fiscal year 2022/23 and ending March 31, 2024 in support of a Request for Proposal seeking an engineering consultant for the assessment phase for Arctic Gold and Silver Mine Site and to provide a class 5 cost estimate to remediate the site. The assessment phase of the project will involve at minimum, consideration to some extent the phases provided below.

CIRNAC will retain the services of the Consultant under contract xx. As such, team members outlined in the proposal will be expected to fulfill their respective roles on this project as required. Where the Consultant wishes to add additional staff not previously identified as part of their bid, all staff resumes must be forwarded to the Project Authority and subsequently approved prior to the staff commencing work.

CIRNAC is requesting the Consultant provide a level of effort required to complete the tasks outlined within this TOR and adhere to all standards and guidelines outlined. The Consultant will be the prime Consultant or Constructor and will be responsible to coordinate any Sub-Consultant or Specialty Consultant. The services outlined apply not only to The Consultant, but to any Sub-Consultant and Specialty Consultant disciplines that may be required. The project is being funded through the Federal Contaminated Sites Action Plan (FCSAP) and must be compliant with FCSAP requirements including reporting structures and submission deadlines.

1.2 Federal Contaminated Sites Action Plan (FCSAP)

Federal contaminated sites are a legacy of past land use practices when the environmental consequences were not appreciated. Since 1999, Treasury Board Secretariat (TBS) has approved a Management Framework of policies and best practices including the Federal Contaminated Sites Management Policy (TBS, 2000b). Under this Policy, individual departments are responsible for managing their contaminated sites within existing budgets. CIRNAC is the custodian of the Arctic Gold and Silver Mine Site and project sponsor/proponent.

FCSAP is administered jointly by TBS and Environment Canada (EC), which houses the Secretariat. Scientific and technical advice is provided by EC, Fisheries and Oceans Canada (DFO), Health Canada (HC) and PSPC.

1.3 Background

The AGS site is located approximately 4 km south of Carcross, Yukon and accessed via a seasonal road on Montana Mountain. The site consists of a covered tailings impoundment area surrounded by containment berms. The covered tailings are graded to a central drainage ditch that conveys surface runoff towards an outlet ditch. The outlet ditch discharges west into Unnamed Lake. Unnamed Lake is a shallow lake and marshland which drains into Tank Creek and then flows north into Bennett lake.



The site is located on Category A Settlement Land within the Traditional Territory of the Carcross/Tagish First Nation.

Gold and silver processing operated at the site during the late 1960's and operations at the mill and tailings area ceased in September 1969.

In the late 1990's numerous field investigations and leading to options assessments were performed. Remediation work consisting of the recommended "consolidate and cap" option was performed between July 1999 and September 2001. The initial step for remediation consisted of consolidation of land tailings into the impoundment area, including relocating ore piles, windblown tailings, the mill loading ramp, and other inert site waste. The soils from the loading ramp were placed on top of the tailings, providing an average cover thickness of 0.5 to 0.6m. Tailings were graded towards a central drainage channel and covered with a 0.3m thick layer of fine grained clayey silt imported to site. The historic decant structure was sealed with a bentonite and concrete mixture and then backfilled with sand and gravel. Subaqueous tailings in the lake were removed where possible, and placed in a separate impoundment area and consolidated and covered.

Monitoring programs that include surface and groundwater quality sampling began in 2002 and have been ongoing monthly since 2018.

Background reports relevant to the project and available for review are as follows:

- a. Summary Report, Arctic Gold & Silver Tailings Site Remediation, Near Carcross, Yukon
- b. Site Characterization and Risk Assessment in Support of Remedial Planning for the Arctic Gold & Silver Tailings Site, Yukon – Final Report
- c. Operation, Maintenance and Surveillance Manual for the Tailings Impoundment Area at Arctic Gold and Silver Tailings Site - Revision 2017-01
- d. Example Remediation Options, including Cost Estimates for the Arctic Gold & Silver Tailings Site, Yukon – Final Report
- e. 2018 Data Gap Analysis and Site Investigation Workplan for the Arctic Gold and Silver Mine
- f. Human Health and Ecological Risk Assessment for the Arctic Gold and Silver Tailings Site – 2018 Update
- g. Arctic Gold and Silver Mine Remediation Project Site Characterization and Conceptual Site Model Report
- h. Interim Site Risk Management Human Health Risk Assessment Arctic Gold and Silver Mine Site
- i. Annual Environmental Monitoring Summary Report (April 2021 to March 2022)

1.4 Objectives

The objectives of this TOR are to outline the requirements for The Consultant to provide consulting services. These services include, but are not limited to, the following:

- Background Review
- Data Gap Analysis
- Data Collection

- Conceptual Site Model and HHERA
- Standards Development
- Remedial Options
- Closure Option Selection

2. Scope

The following services apply to The Consultant and shall form the basis from which costing is derived for this task authorization. The technical requirements are described in the subsections below. The consultant's project management approach; that includes start up meetings, progress meetings with client, a communications plan, and health/safety shall be evaluated as part of the tender process. An expectation of the consultant is to participate in a one hour Project Kick-off Meeting approximately one week following Contract Award. The kick-off meeting is to be held via web/teleconference and will be attended by the contracting authority, CIRNAC and the Consultant team. The consultant is expected to record and distribute minutes of this meeting.

2.1 Phase I – Background Data and Report Review

Review the previous studies listed in Table 1 to determine the additional information that may be required to adequately complete the scope outlined in the TOR. Planning for the field program, if required, should focus on collecting information that is considered most critical for evaluating remedial options and addressing high risk uncertainties during development of design documents. The gap analysis may reveal additional assessment work required, therefore this activity should be completed as early in the schedule as possible, to allow for refinement of resource and time requirements for the remaining project tasks if necessary. The successful consultant will have access to additional reports located in the CIRNAC library.

Table 1: Background Reports

Report	Author	Date	Report Pages	Appendices/ Tables/Figures Pages
Summary Report, Arctic Gold & Silver Tailings Site Remediation, Near Carcross, Yukon	EBA Engineering Consultants Ltd.	October 2001	30	459
Site Characterization and Risk Assessment in Support of Remedial Planning for the Arctic Gold & Silver Tailings Site, Yukon – Final Report	SRK Consulting (Canada) Inc.	January 2017	55	149
Operation, Maintenance and Surveillance Manual for the Tailings Impoundment Area at Arctic Gold and	SRK Consulting (Canada)	December 2017	39	72



Silver Tailings Site - Revision 2017-01	Inc.			
Example Remediation Options, including Cost Estimates for the Arctic Gold & Silver Tailings Site, Yukon – Final Report	SRK Consulting (Canada) Inc.	January 2017	21	13
2018 Data Gap Analysis and Site Investigation Workplan for the Arctic Gold and Silver Mine	Jacobs Engineering Group Inc.	August 2018	12	12
Human Health and Ecological Risk Assessment for the Arctic Gold and Silver Tailings Site – 2018 Update	Azimuth Consulting Group Partnership	May 2019	98	244
Arctic Gold and Silver Mine Remediation Project Site Characterization and Conceptual Site Model Report	Jacobs Engineering Group Inc.	April 2020	51	1008
Interim Site Risk Management Human Health Risk Assessment Arctic Gold and Silver Mine Site	Azimuth Consulting Group Partnership	May 2020	45	70
Annual Environmental Monitoring Summary Report (April 2021 to March 2022)	103040514	Hemmera	May 2022	36

2.2 Phase II – Data Gap Analysis

1. Complete a Data Gap Analysis to determine what, if any, additional data is required to complete the remedial options analysis.

The Consultant is to:

- Upon completion of the data gap analysis and development of the field program if required, submit a Draft Data Gap Analysis Report as per the schedule provided in Section 6 of this TOR.
- Participate in a two hour Planning Meeting to discuss findings of the gap analysis, project schedule, overall project objectives, specific requirements of each remaining task, risk management considerations, and other specific program expectations. The meeting is to be held via web/teleconference and will be attended by, CIRNAC and the Consultant team. The purpose of this exercise is to use the most relevant data to develop a collaborative work plan that is fiscally responsible, utilizing efficiencies learned from past project experience to accomplish the tasks set out in this TOR. Record and distribute minutes of this meeting.
- Develop and submit the Final Data Gap Analysis Report, incorporating consolidated review comments received on the Draft document and discussions during the Planning Meeting.



2.3 Phase III – Field Data Collections

1. If required, develop a Draft Field Work Plan to address identified data gaps (i.e. air/dust monitoring, contaminated soil/sediment sampling, and/or groundwater/surface water sampling, ecological baseline information including ecosystem mapping) in consultation with CIRNAC and Carcross/Tagish First Nation (C/TFN). No intrusive investigation (i.e. drilling) is anticipated to be warranted at this site.
2. Participate in a one hour Planning Meeting to discuss findings of the draft field work plan, project schedule, cost estimate, resource requirements, overall project objectives, specific requirements of each remaining task, risk management considerations, and other specific program expectations. The meeting is to be held via web/teleconference and will be attended by, CIRNAC and the Consultant team. The purpose of this exercise is to discuss the potential field plan and goals of each component. Record and distribute minutes of this meeting.
3. If required, submit a Final Field Work Plan to CIRNAC.
4. If required, execute the field work plan and provide a technical memo with the resulting field data and summarizing the site work completed.

The Consultant is to:

- Assume the role of Prime Consultant in accordance with the Authority Having Jurisdiction (AHJ) and be responsible for the health and safety of all site workers and visitors while the Consultant is completing on site activities.
- Develop and submit a Draft Site Specific Health and Safety Plan (SSHASP) to guide and support the field program. The SSHASP is to outline health and safety requirements specific to the hazards identified at the site and the work to be completed. The plan is to identify the Codes/Statutes to be met, rules of behaviour, protective equipment and clothing to be provided, security features to be established, responsible individuals, details on the communication system and emergency response procedures and emergency contacts. The Consultant is responsible for providing bear encounter education and personal protection to all employees, contractors, and others at the site including the provision of wildlife monitors. The SSHASP is to identify measures and procedures specific to monitoring for and limiting the spread of COVID-19 which comply with guidelines and recommendations provided by the Workers' Safety and Compensation Commission (WSCC) and the Yukon Chief Medical Officer of Health at the time the SSHASP is developed.
- Develop and submit a Final SSHASP, incorporating consolidated review comments received on the Draft document.
- The Consultant is responsible for coordination and costing of all logistical matters related to site access and occupancy. The Consultant proposal is to detail the logistical strategy for transporting equipment and personnel to and from the site, number of people on site, duration of work, accommodations, food supply, wildlife monitors, waste management, communications, etc.
- The Consultant is responsible for providing all equipment necessary to complete the scope of work as outlined in this TOR. This may include but is not limited to sampling equipment, personal protective equipment and personal equipment.
- Provide reports on a schedule as agreed to with CIRNAC during the execution of the field program. Reports are to include a summary of weather, personnel on site, work activities,



wildlife sightings, health and safety observations and the planned work activities for the next reporting period.

- If required, provide a Draft Technical memo with the resulting field data, summarizing the site work completed and conclusions/recommendations. Data shall be provided in a working document format such as Excel and laboratory reports included as an appendix. A Final Technical memo shall be submitted following a 10 day review period by CIRNAC.

2.4 Phase IV – Conceptual Site Model and Human Health and Environmental Risk Assessment

1. Based upon the background document review and as required field data collection, prepare a draft update to the site Human Health and Environmental Risk Assessment (HHERA) and Conceptual Site Model (CSM); or accept the current documents as adequate for preparation of a remedial options analysis. Acceptance of the current documents shall be conveyed to CIRNAC via letter correspondence.
2. Present the findings of the draft updated HHERA and CSM at a workshop with CIRNAC and C/TFN; the presentation should review the current state of the site, results of the draft HHERA and Conceptual Site Model, respond to questions and collect feedback. The consultant shall be responsible for creating all presentation material and in a format agreed to with CIRNAC and CTFN.
3. Incorporate feedback from the workshop into presentation materials and attend a community open house to present high-level findings. Coordination of outreach activities including community open houses will be performed by C/TFN as described in the Governance Agreement between CIRNAC and C/TFN.
4. Incorporate feedback from the workshop and community open house into the final updated HHERA and CSM.

2.5 Phase V – Site Specific Standards Development

1. Develop Draft Site Specific standards for contaminants of concern and closure objectives to meet the closure goals and end land use objectives for the site. Closure goals and end land use objectives will be determined through consultation with C/TFN prior to this engagement and therefore the consultant will not be required to scope in the determination of closure goals.
2. Present the draft site specific standards and closure objectives at a workshop with CIRNAC and C/TFN; the presentation should review the proposed site specific standards and rationale, respond to questions, and collect feedback. The consultant shall be responsible for creating all presentation material and in a format agreed to with CIRNAC and CTFN.
3. Incorporate feedback from the workshop into presentation materials and attend a community open house to present a high-level overview of the proposed site specific standards and closure objectives.
4. Incorporate feedback from the workshop and community open house into the final site specific standards and closure objectives report.
5. Discussion and agreement between the consultant, CIRNAC and CTFN may result in the community open house for phase IV and V being combined into a single event.



2.6 Phase VI – Remedial Options Analysis

1. Collaborate with Carcross Tagish Management Corporation (C/TMC) and CIRNAC to identify potential remedial options. The site management relationship between C/TFN and CIRNAC is described in a Governance Agreement between CIRNAC and C/TFN.
2. Develop a conceptual level remedial options for each contamination source.
3. Produce draft conceptual remedial options analysis with feasibility level options for each contamination source that may include environmental impact, effectiveness, constructability, risk, liability, time frame, community support, health/safety legal obligations and cost. The consultant with direction from CIRNAC and C/TFN shall produce definitions and a scoring criteria matrix to accompany the remedial options analysis report.
4. Present a draft Remedial Options Plan at a workshop with CIRNAC and C/TFN; the presentation should review the potential remedial options and rationale, respond to questions, and collect feedback. The consultant shall be responsible for creating all presentation material and in a format agreed to with CIRNAC and CTFN.
5. Incorporate feedback from the workshop and attend a community open house to present a high-level overview of the potential remedial options. Coordination of outreach activities including community open houses will be performed by C/TFN as described in the Governance Agreement between CIRNAC and C/TFN.

2.7 Phase VII– Closure Option Selection

1. Incorporate feedback from all previous workshops and community open houses into the final Closure Option Selection report.
2. Ensure the option selected meets the closure goals established by the community.

Final report should be a document which CIRNAC can utilize to select a closure option for each contamination source, and include a class 5 cost estimate as defined by the AACE cost estimate classification system. A draft class 5 cost estimate shall be submitted for CIRNAC review in advance of the Final estimate.

Cost estimates are to be accompanied by a Cost Estimate Report. Cost Estimate Reports are intended to document the details, assumptions and decisions that were used to create the estimate. The Cost Estimate Report may include, but is not limited to, the following sections:

- .1 Purpose of project and estimate
- .2 Project scope description which aligns with the WBS
- .3 Methodology (bottom up estimate, parametric estimate, etc)
- .4 Estimate classification
- .5 Design basis (type and status of design, list of drawings, quantities summary, etc.)
- .6 Planning basis (approaches to project management, design, procurement, construction)
- .7 Cost basis (method and sources for determining costs for labour, materials, equipment, subcontractors, etc.)
- .8 Allowances (Lump sums for items without enough information to support the class of estimate)
- .9 Exclusions (items not included or included in another cost estimate)



.10 Risks and Opportunities

.11 Cost estimate team

Cost estimate to be prepared by certified professional estimator such as a Designated Professional Quantity Surveyors (PQS) or Construction Estimator Certified (CEC), or by an estimator with equivalent credentials or extensive experience providing estimating services in the north. The consultant may be asked to prepare a broad cost projection, indicative cost estimate and/or a substantive cost estimate. Cost estimates are to adhere to the definitions for each level of cost estimate provided by the Treasury Board.

Cost estimates are to be accompanied by a project schedule. Project schedules are to align with the work breakdown structure included in the specifications and cost estimate and be completed in a GANTT format.

3. Administrative Services

3.1 Project Authority Quality Assurance Reviews

1. The Project Authority may conduct Quality Assurance Reviews on reports, drawings, schedules, and costs estimates prepared by the Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to Project Authority's comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
2. Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by Project Authority.
3. While the Project Authority acknowledges the Consultant's obligations to meet project requirements, the project delivery process entitles Project Authority to review the work. Project Authority reserves the right to reject undesirable or unsatisfactory work. The Consultant will obtain the Project authority's acceptances during each of the project stages.
4. Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and practices and that overall project objectives should be satisfied. The acceptance does not relieve the Consultant of professional responsibility for the work and compliance with the terms and conditions of the Contract.
5. The Project Authority acceptances do not preclude the possibility that the work may be determined to be unsatisfactory at later stages of review (e.g. there may be more than one (1) draft version of a report required).
6. Acceptances by the Client and other agencies and levels of government will be obtained to supplement the Project Authority acceptances. The Consultant will assist the Project Authority in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.



3.2 Project Consultant Staff, Budget and Cost Controls

The Consultant shall provide a proposal that outlines their suggested deliverables required in order to meet the requirements of this TOR. The proposal shall also include a budget and schedule.

The Consultant shall clearly establish the project team and organizational structure and shall submit the names and responsibilities of each of the members of their staff that will be involved in the project. This structural team should reflect that proposed in The Consultant's proposal. The Consultant shall provide resumes for all additional employees required to complete the tasks outlined above. All additional personnel shall be approved by the CIRNAC Project Manager prior to commencing work. The Consultant shall designate one individual who will be responsible for overseeing the project and who will liaise with the PSPC Project Manager throughout the project. The Consultant will not be permitted to make personnel changes, without prior approval by CIRNAC's Project Manager.

If a project scope change or delay has occurred or is anticipated, The Consultant must notify the CIRNAC Project Manager in writing immediately. The notification shall include a revised budget and justification for any of the changes required to complete the project. No additional or supplemental work shall be undertaken or in substitution of the work specified unless approved in writing by the Project and Contracting Authority.

The approved budget for the project must not be exceeded unless otherwise approved by CIRNAC's Contract Authority and/or Project Manager followed by written confirmation. Effective cost estimating and cost control is of prime importance.

3.3 Project Management & Submission Documentation Standards

The Consultant will provide reports, and associated documentation including all annexes, tables and photographs as per deliverable format outlined below unless otherwise noted in this TOR. The Consultant will be responsible for the cost of processing the project reports using the Consultant's own or contracted typing/word processing facilities. The Consultant will be responsible for all proof-reading.

The CADD drawing format required for drawings is the AutoCAD native format with the DWG file extension, Release 2007 or later. All drawings are to be produced in the metric system of measurement. Issued for Construction drawings and As-Built/Record drawings are to be provided in AutoCAD drawing format with the final version of the deliverable.

The Consultant shall maintain contact with the CIRNAC Project Authority throughout the contract. Draft and Final reports shall be submitted to the Project Authority. Submissions include one (1) electronic copy (Adobe Acrobat pdf) of the Draft Reports and one (1) electronic copy (Adobe Acrobat pdf) of the Final Reports. All report figures and final site survey(s) are to be in AutoCAD format.

The Consultant will provide Draft Documents for review by the CIRNAC Project Authority. Project Authority will strive to provide comments within 2 weeks of draft document submission. Provide written response to Project Authority's comments for each review. Justification for any draft report



comments that cannot or will not be addressed by the Consultant in the final reports must be provided to CIRNAC in writing prior to submission of the final reports.

3.4 Project Authority

The CIRNAC Project Leads for this project are:

Darren Thomas
Environment, Yukon Region
Crown-Indigenous Relations and Northern Affairs Canada
Room 415C
300 Main Street
Whitehorse, Yukon Y1A 2B5
ph: (867) 667-3866

email: darren.thomas@rcaanc-cirnac.gc.ca

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Environment, Yukon Region
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300 Main Street
Whitehorse, Yukon Y1A 2B5
ph: (867) 667-3342
cell. (867) 332-1862
email: ron.gee@rcaanc-cirnac.gc.ca

3.5 Scheduling

The following schedule is provide for information purposes only. The consultant is expected to provide their own schedule as part of the submission.

Activity	Date
Contract Award	October 1, 2022
Kick Off Meeting	October 7, 2022
Data Gap Analysis	November 1, 2022
SSHASP	November 10, 2022
Field Work Plan and Technical Memo	November 30, 2022
HHERA and CSM Draft	January 15, 2023
HHERA and CSM Workshop	January 30, 2023
HHERA and CSM Community Open House	February 15, 2023
HHERA and CSM Final	February 28, 2023
Site Specific Standards Draft	March 15, 2023
Site Specific Standards Workshop	April 1, 2023
Site Specific Standards Community Open House	April 15, 2023
Site Specific Standards Final	May 1, 2023



Remedial Options Analysis Draft	May 15, 2023
Remedial Options Analysis Workshop	June 1, 2023
Remedial Options Community Open House	June 15, 2023
Final Closure Option Selection Report	July 1, 2023
Class 5 Cost Estimate Draft	July 15, 2023
Class 5 Cost Estimate Final	July 30, 2023

All work related to this proposal is to be completed by March 31, 2023.

3.6 Lines of Communication and Coordination

- The CIRNAC Project Manager administers the project and controls The Consultant's work during all phases of project delivery.
- The Consultant will:
 - Correspond only with the CIRNAC Project Manager and not communicate directly with Third Parties, unless authorized in writing by the Project Manager or if the CIRNAC Project Manager is copied on the communication. If so authorized, The Consultant will provide to the CIRNAC Project Manager, a copy of any such correspondence and/or summary of discussions with Third Parties.
 - Ensure that all communications carry CIRNAC Project Manager's Project Title, Project Number, File Number and name of person to whom correspondence is addressed.
 - All communications shall be limited to verification of contract conformance and regulatory compliance with no interpretation of project or site risks being provided to other Third Parties
 - Advise CIRNAC's Project Manager and/or Contracting Authority of any changes that may affect schedule or budget, or are inconsistent with instructions or written approvals previously given or decisions previously agreed to.
 - Detail the extent and reasons for the changes and obtain confirmation in writing as soon as feasible.
 - Coordinate and assume responsibility for the work of any and all Sub-Consultants and Specialists Consultants retained by the Consultant.
 - Ensure clear, accurate and ongoing timely and responsive communication of concept, budget, and scheduling issues.

3.7 Quality Assurance Reviews

- The CIRNAC Project Manager will conduct Quality Assurance Reviews on reports and costs estimates prepared by The Consultant, in a manner and at stages noted herein. The Consultant will respond in writing to all comments, in a timely manner and will be held accountable for delays if proper and timely responses do not occur.
- Such reviews are not intended as a check against errors or omissions contained within the documents submitted. The Consultant is responsible for any such errors or omissions, regardless of any review by the CIRNAC Project Manager.
- While the CIRNAC Project Manager acknowledges The Consultant's obligations to meet project requirements, the project delivery process entitles the CIRNAC Project Manager to review the work. The CIRNAC Project Manager reserves the right to reject undesirable or unsatisfactory work. The Consultant will obtain the CIRNAC Project Manager acceptances during each of the project stages.
- Acceptances indicate that, based on a general review of material for specific issues, the material is considered to comply with governmental and departmental objectives and



practices and those overall project objectives should be satisfied. The acceptance does not relieve The Consultant of professional responsibility for the work and compliance with the terms and conditions of the Contract.

- The CIRNAC Project Manager acceptances do not prohibit rejection of work, which is determined to be unsatisfactory at later stages of review.
- Acceptances by other agencies and levels of government will be obtained to supplement the CIRNAC Project Manager acceptances. The Consultant will assist the CIRNAC Project Manager in securing all such acceptances and adjust all documentation as required by such authorities when securing acceptance.

3.8 Special Requirements

The Consultant will use a Canadian Association for Laboratory Accreditation Inc. (CALA) accredited laboratory.

The information, data, material, etc. gathered as part of this study shall be treated as confidential and shall only be discussed with the Project Authority unless otherwise directed by the Project Authority.

No acceptance or approval by the Project Authority, expressed or implied, will be deemed to relieve the Consultant of their professional or technical responsibility for the calculations, drawings, analytical results, or other material prepared or assembled by the Consultant, or for things required under this Agreement.

The Consultant will refer queries on the project from the public, news media, etc. to the Project Authority.

3.8.1 COVID-19

It is the responsibility of the Consultant to determine how the work outlined in this TOR can be delivered in accordance with the restrictions of the Territorial regulator concerning public health emergencies declared within the jurisdiction or any specific restrictions within municipal or provincial jurisdictions.

Under the circumstances that the Consultant or CIRNAC deem that the work is not safe to human health or the work is not permitted by other authorities, the work may be postponed to a later agreed upon date or cancelled. If the work cannot be completed before the scheduled call up end date, the contract will be amended to only include work that was able to be completed. Fees paid to the Consultant will be in accordance with the relevant provisions of the Basis of Payment under said contract.

COVID-19 risks and mitigations (pertaining to employees, contractors and/or the public) must be included within the Health & Safety Plan. It is the responsibility of the Consultant to be aware of the restrictions of the Territorial regulator concerning public health emergencies declared within the jurisdiction or any specific restrictions within municipal or provincial jurisdictions.



The Consultant shall be responsible for ensuring the health and safety of all personnel at the site. Accordingly, a health and safety plan shall be developed prior to commencing any work at the subject properties and implemented during the field activities. The Consultant shall provide a description of the plan in the project proposal. The Health and Safety Plan shall include precautions and mitigations related to the hazard of contracting and spreading COVID-19 disease. It is the responsibility of the Consultant to be aware of and adhere to all Federal, Provincial/Territorial and Municipal health requirements and restrictions pertaining to COVID-19. The Consultant shall update their Health and Safety plans as conditions change.

3.9 Codes and Standards

- All criteria will be in accordance with the current edition of Canadian Codes and Standards, and, any other relevant Codes as applicable, such as criteria intended for use on all FCSAP projects, this includes risk assessment guidance documents produced by FCSAP expert support departments. If local or municipal codes and bylaws are more stringent, they will take precedence.
- Regulations, by-laws, and decisions of "Authorities having jurisdiction" will be observed. In cases of overlap, the most stringent will apply.
- The Consultant will identify and communicate with all jurisdictions applicable to the project.

3.10 Invoicing

The consultant shall submit with all invoices on a monthly basis with a summary spreadsheet in Microsoft Excel. This spreadsheet is to include the following:

1. Budget cost for both Fees and Disbursements
2. Fees and Disbursement costs for each invoice
3. Summary of Fees and Disbursements spent to date
4. Remaining left to be billed