

TECHNICAL SPECIFICATIONS FOR :

PROJECT: **EXTERIOR UPGRADES TO  
NOTRE DAME CATHOLIC  
SECONDARY SCHOOL**

CLIENT: HALTON CATHOLIC DISTRICT SCHOOL BOARD

PROJECT No.: 24140

TENDER No.:

DATE: MAY 2025

BINDER: **ARCHITECTURAL, LANDSCAPE  
& ELECTRICAL**

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CONSULTANTS:



105-1939 IRONOAK WAY  
OAKVILLE, ONTARIO L6H 3V8  
Tel (905) 815-8284



**PROJECT NAME**

**Exterior Upgrades to Notre Dame Catholic Secondary School**  
2333 Headon Forest Dr  
Burlington, ON L7M 3X6

**PROJECT OWNER**

HALTON CATHOLIC DISTRICT SCHOOL BOARD  
802 Drury Lane  
Burlington, ON L7R 2Y2  
Tel: (905) 632-6300

**CONSULTANTS**

**ARCHITECT**  
HOSSACK ARCHITECTURE  
105-1939 Ironoak Way  
Oakville, ON L6H 3V8  
Tel.: (905) 815-8284

**LANDSCAPE ARCHITECT**  
FRP Inc.  
1877 Davenport Road  
Toronto, Ontario M6N 1B9  
T: 416 533 4990

**ELECTRICAL ENGINEER**  
RDZ Engineers Ltd.  
30 Pennsylvania Ave #17A  
Concord, ON L4K 4A5  
Cell: 647.674.9656

**END OF SECTION**

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## 1. STIPULATED PRICE BID FORM

### 1.1. TENDER INFORMATION

NAME OF BIDDER: \_\_\_\_\_

DATE OF TENDER CLOSE: **4:00:00 P.M., THURSDAY MAY 22, 2025**

All Stipulated Price Bid Forms are to be received by email at the Architect's office on or before the date noted above.

NAME OF PROJECT: Exterior Upgrades to Notre Dame Catholic Secondary School  
2333 Headon Forest Dr, Burlington, ON L7M 3X6

TO: HOSSACK ARCHITECTURE  
Attention: Alexander Mayhew & Priscilla Ladouceur  
[amayhew@hossackarch.com](mailto:amayhew@hossackarch.com) & [admin@hossackarch.com](mailto:admin@hossackarch.com)

### 1.2. EXAMINATION OF TENDER DOCUMENTS

Having carefully examined all of the drawings (architectural, landscaping and electrical), and having carefully examined the Instructions to Bidders, General Instructions and all of the attached Specifications; **including Addenda numbered** as follows:

\_\_\_\_\_  
*and*

Having visited the site, investigated and examined all conditions affecting the Work.

### 1.3. TENDER AMOUNT

We, the undersigned, hereby offer to furnish all materials, labour, plant and equipment and to perform all duties and services called for by the ENTIRE WORK INCLUDING ALL TRADES for the project named above for the stipulated sum of:

\_\_\_\_\_  
(Insert amount in writing)

\_\_\_\_\_ \$ \_\_\_\_\_  
(Insert numerical amount)

in lawful money of Canada, **excluding** H.S.T., but **including** all other applicable Federal and Provincial Taxes, Custom Duties, Insurances, Freight, Exchange and all other charges.

In the event that a discrepancy arises between the written stipulated price and the associated numerical sum, the stipulated price, to the advantage of the Owner, will be deemed to be correct. H.S.T. will be based on the stipulated sum deemed to be to the advantage of the Owner, irrespective of any discrepancy.

#### 1.4. SUBCONTRACTORS

- 1.4.1 We enclose the following list of Major Subcontractors who the Contractor proposes to retain for the Work of this project.
- 1.4.2 We have confirmed and investigated each Subcontractor's reliability, bonding capabilities as required and ability and competence to execute the Work of this Contract.
- 1.4.3 No deviation from the attached list of major Subcontractors will be permitted prior to award of the Contract and or during the performance of the Contract without written permission of the Owner. In the event of any Subcontractor becoming bankrupt during or prior to execution of the Agreement, the Contractor shall provide satisfactory evidence of same prior to requesting Owner acceptance of substitution.
- 1.4.4 Any designation of "Own Forces" shall not be used unless the intent is to actually employ the General Contractor's own forces. Only one Subcontractors name may be listed for each discipline.

#### 1.5. WORK DIVISION

- 1.5.1 We the Bidder confirm that the division of Work among all the subcontractors and suppliers/installers is our responsibility and we covenant that neither the Consultants nor the Board, will be requested to act as an arbiter to establish subcontract limits between Sections or Division of Work.

##### SUB-TRADE

##### NAME OF SUBCONTRACTOR

#### Electrical

(to be selected from list provided in  
Section 01 11 00 General Instructions and  
Summary of Work item 1.5.)

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#### 1.6. TIME OF COMPLETION

- 1.6.1 If awarded the Contract for said Work, the entire Contract will commence and be completed within the time periods as stated below.

#### 1.7. CONTINGENCY AND CASH ALLOWANCES

- 1.7.1 The Tender Amount INCLUDES a Contingency Allowance and Cash Allowance as identified in the *Section 01 00 50 – 'General Instructions and Summary of Work'*.

#### 1.8. TENDER VALIDITY

- 1.8.1. We are submitting a valid tender and will enter into a formal contract if we are notified in writing of our tender acceptance by the Owner within **thirty (30) calendar days** from the closing of the tender. The undersigned agrees to assume all increases in labour rates and material prices, cost

indexes, or any other rates that may develop for the duration of this Contract.

1.8.2. We hereby acknowledge that the lowest or any bid may not be accepted by the Owner.

1.8.3. We hereby acknowledge that the Owner reserves the right to accept any Bid deemed to be considered best for their own interests.

#### **1.9. AGREEMENT TO BOND**

1.9.1. We acknowledge and comply with bonding requirements outlined in Section 01 10 00 General Instructions and Summary of Work, Item 1.9.

1.9.2. We acknowledge and will comply with the terms and conditions of the ***Project Occupancy Requirements*** as outlined below.

1.9.3. We acknowledge and will comply with all the terms and conditions of the amendments as outlined in the ***Canadian Construction Document CCDC-2, 2020***.

1.9.4. We agree and acknowledge the Tender Deadline Times and submission requirements as set forth in ***Section 00 20 00 - Instructions to Bidders***. We agree to provide, as required, all submissions, duly signed and executed.

#### **1.10. UNDERTAKING**

1.10.1. We solemnly undertake, as an integral part of our proposal and tender to:

1.10.1.1. Have the project **Substantially Complete** (to meet the requirements of OAA/OGCA Document 100, Construction Lien Act: latest amendments) by:

**Tuesday, September 23, 2025**

1.10.1.2. Have the entire Contract **Totally Performed** by: **Tuesday, September 30, 2025**

1.10.2. We confirm that all appropriate costs and all overtime costs for all trades to meet the aforementioned schedule, have been included in our tender price to achieve these dates.

#### **1.11. COMMENCEMENT OF WORK**

1.11.1. We the Contractor, if notified of the acceptance of this Tender via a *Letter of Intent* issued by the Board, will sign, seal and deliver the Contract Documents and will proceed with the preparation of shop drawings within two weeks of notification. We will complete all Work ready for full legal occupancy as described above.

#### **1.12. FEES FOR CHANGES IN WORK**

- 1.12.1 We agree to the terms and conditions outlined in the *Canadian Construction Document CCDC 2, 2020* as being applied to any work added or deleted subsequent to the award of the Contract not covered by Unit Prices and Labour Rates.

#### **1.13. DESIGNATED SUBSTANCES**

- 1.13.1 The term “designated substances” shall have the meaning as defined in the Occupational Health and Safety Act.

#### **1.14. ALTERNATE, SEPARATE AND ITEMIZED PRICES**

- 1.14.1 We the undersigned, have inserted in the attachment(s) prepared and requested by the Architects, all Alternate, Separate, and Itemized prices. We agree to the following:
- 1.14.2 All prices submitted take into consideration and allow for changes and adjustments in other Work as may be necessary, to provide a finished and functional result, unless specifically indicated otherwise.
- 1.14.3 Alternate and Separate Prices may, at the discretion of the Board, be used to determine the low bidder.
- 1.14.4 **Alternate Prices** are for Work that is not included in the Tender Price requested by the Architect and identified or submitted by the Tenderer below, but which may be substituted by the Board for Work which is included. (No price listed shall mean no change in the cost.)
- 1.14.5 **Separate Prices** are for Work that is not included in the Tender Price listed below, but which may be added by the Board for the price quoted on the attachment(s).
- 1.14.6 **Itemized Prices** are for Work that is included in the Tender Price to be supplied by the Tenderer as listed in the *Instruction to Bidders*.
- 1.14.7 **None of the prices listed below include HST.**

#### **1.15. ALTERNATE PRICES**

- 1.15.1 Not Applicable.

#### **1.16. GENERAL CONTRACTOR’S PROPOSED ALTERNATES:**

- 1.16.1 We, the General Contractor propose, for the Board’s consideration, possible alternates to specified materials or products by indicating the alternate and the sum to be added to, or deducted from, the Stipulated Price. We acknowledge that the Board is under no obligation to consider or accept such proposed alternates.  
Description of Alternate Product or Method of installation proposed as a deduction/addition to the Contract:

1.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Add: \_\_\_\_\_ Deduct: \_\_\_\_\_

2.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Add: \_\_\_\_\_ Deduct: \_\_\_\_\_

**1.17. SEPARATE PRICES** (Not included in the Tendered Amount, not incl. HST)

**1.17.1 Separate Price No. 1: Concrete Accessible Ramp to Municipal Sidewalk:** “The total amount to be added to the Tendered Amount to construct the concrete accessible ramp providing barrier-free access to Headon Forest Dr. from the school site, as described in detail on drawing L1.5 ‘Exterior Ramp Layout & Details’ and structural sketch provided via addendum.”:

Add: \$ \_\_\_\_\_

**1.17.2 Separate Price No. 2: Railing Replacement at Existing Exterior Stair:** “The total amount to be added to the Tendered Amount to remove and replace the railing on the existing concrete stair to Headon Forest Dr. from the school site, as described in detail on drawing SP.5 ‘Details’.”:

Add: \$ \_\_\_\_\_

**1.18. ITEMIZED PRICES**

1.18.1 Not Applicable.

**1.19. CONTRACTOR’S ACKNOWLEDGEMENT**

1.19.1 We, confirm that I/We have been advised by the Owner of the presence, if any, of designated substances with which my workers may come in contact during the performance of the Work awarded under this Contract. The Notice to me from the Owner forms part of this Bid and Contract.

1.19.2 We, if awarded the Work under this Contract, agree that:

- i) I/We shall inform all persons working at the Place of the Work of the existence of designated substances of which I have been advised, if any;
- ii) I/We shall inform any Subcontractors I/We are required to retain of the existence of the designated substances of which I have been advised, if any;

- iii) I/We shall inform the Owner of the presence of any potentially hazardous materials or substances which I/We plan to bring to the Place of the Work, and I will provide all applicable MSDS sheets the Owner, if any;
- iv) I/We shall clean up and remove from the Place of the Work any potentially hazardous waste or material generated by the Work I/We perform. I shall not dispose of such materials on any property owned and or maintained and or leased by the Owner, and
- v) I/We shall comply with the requirements of the Occupational Health & Safety Act, the Environmental Protection Act, and all regulations under those Acts, and all other applicable statutes, and I/We shall cause my workers to comply.

**1.20. DECLARATION OF NON-CONFLICT & ACCEPTANCE/REJECTION OF BIDS**

1.20.1 We, the undersigned hereby declare that:

- i) this Tender submission is made in good faith and without any connection, knowledge, comparison of figures, or arrangement with any other company, firm, or person making a Tender for the same Work and is, in all respects, fair and without collusion with any other bidder for this contract, and without fraud.
- ii) That representations set forth in the Tender may be relied upon as true and accurate.
- iii) No employee of the Owner or Consultant has pecuniary interest, direct or indirect, in the Tender.

1.20.2 In submitting this Bid, the Bidder recognizes that changes and or alterations to the Form of Tender and or attachments and or enclosures from the Bidder, are unacceptable and may be rejected by the Owner.

1.20.3 In submitting this Bid, the Bidder recognizes and accepts the right of the Owner to accept any bid which may be deemed to be the most advantageous to the Owner, or any part thereof, at the stipulated price submitted, or to reject any or all bids. The bidder acknowledges that the Owner may rely upon criteria in which the Owner deems to be relevant even though such criteria may not have been disclosed to the bidder. The Owner further reserves the right to waive informalities in the bids, and any awards shall be made on bids that will give the greatest value to the Owner, based on quality service, past performance and stipulated price. Unit Prices and or Separate Prices and or Alternate Prices and or Contractors Subcontractor selection may be considered in making final decisions relating to Contract award. These conditions will be made at the Owner's sole discretion.

1.20.4 By submitting this bid, the bidder acknowledges the Owner's sole right to utilize reductions and cost-savings in the Contract Price by the acceptance of a combination of Alternate Prices and Itemized Prices in order for the Owner to determine the lowest Contract Price. The lowest stipulated (base bid) price may not necessarily be accepted by the Board. The Board will determine the lowest stipulated price deemed to be the advantage of the Owner regardless of the stipulated (base bid) price identified.

**1.21. SIGNING OF TENDER**

We are submitting this Stipulated Sum Tender under a Corporate Seal as a Limited Company or witnessed as an individual, or Partnership.

PRINT COMPANY NAME: \_\_\_\_\_

PRINT NAME OF CONTACT PERSON REGARDING THIS TENDER: \_\_\_\_\_

PRINT NAME OF SIGNING OFFICER: \_\_\_\_\_

PRINT TITLE OF SIGNING OFFICER: \_\_\_\_\_

PRINT ADDRESS OF FIRM: \_\_\_\_\_

\_\_\_\_\_

PRINT PHONE NUMBER OF FIRM: \_\_\_\_\_

SIGNATURE OF SIGNING OFFICER: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

PRINT NAME OF WITNESS: \_\_\_\_\_

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

CORPORATE SEAL:

**END OF STIPULATED PRICE BID FORM**



## 1. SUPPLEMENTARY INFORMATION FORM

### 1.1. SUBMISSION REQUIREMENTS

Note that this **Supplementary Information Form** is to be submitted only by the LOWEST ACCEPTABLE BIDDER, to the offices of the Architect:

HOSSACK ARCHITECTURE

105-1939 IRONOAK WAY

OAKVILLE, ON L6H 3V8

PHONE: 905 815-8284

EMAIL: [amayhew@hossackarch.com](mailto:amayhew@hossackarch.com) and [admin@hossackarch.com](mailto:admin@hossackarch.com)

**WITHIN TWENTY-FOUR (24) HOURS** FOLLOWING ISSUANCE OF THIS FORM  
(E-MAILING OF THIS FORM IS ACCEPTABLE)

### 1.2. TENDER BREAKDOWN

#### 1.2.1. Cash Allowance

1.2.1.1 The value of the Cash Allowance included in the Tender Amount:

\$ 5,000.00 \_\_\_\_\_ (excluding H.S.T.)

#### 1.2.2. Contingency Allowance

1.2.2.1 The value of the Contingency Allowance included in the Tender Amount:

\$ 10,000.00 \_\_\_\_\_ (excluding H.S.T.)

#### 1.2.3. Electrical Bid

1.2.3.1 The value of the Electrical Bid included in the Tender Amount:

\$ \_\_\_\_\_ (excluding H.S.T.)

1.2.3.2 Name of Listed Electrical Sub-Contractor: \_\_\_\_\_

#### 1.2.4. Exterior Renovation Construction – Remaining Amount (Tender Amount subtract allowances & Electrical Bid).

1.2.4.1 \$ \_\_\_\_\_ (excluding H.S.T.)

The total of items 1.2.1.1, 1.2.2.1, 1.2.3.1 and 1.2.4.1 shall equal the Tender Amount listed on 00 21 10 Stipulated Price Bid Form).

**1.3. SIGNATURE OF SUPPLEMENTARY INFORMATION FORM**

We are submitting this *Supplementary Information Form* under a Corporate Seal as a Limited Company,  
or witnessed as an individual or partnership.

NAME OF BIDDER \_\_\_\_\_

PRINT NAME OF SIGNING OFFICER \_\_\_\_\_

PRINT TITLE OF SIGNING OFFICER \_\_\_\_\_

SIGNATURE OF AUTHORIZED SIGNING OFFICER \_\_\_\_\_

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

**END OF SUPPLEMENTARY INFORMATION FORM**

## **PART 1 GENERAL**

- .1 Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

The Standard Construction Document for Stipulated Price Contract, 2020 English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contact Documents*, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

### **1.1 ARTICLE A-5 – PAYMENT**

- .1 Revise Paragraph 5.1 as follows:
- .1 Revise format of the blank line and text following “subject to a Holdback of...” and insert: “Ten percent (10%) plus a **RESERVE FUND** of one percent (1%), the *Owner* shall...”
- .2 NOTE: The Reserve Fund shall be held back on the full net value of each progress claim and shall be discharged separately from the Lien Holdback, if required, only upon the completion by the contractor of all contract deficiencies.

### **1.2 ARTICLE A-6 — RECEIPT AND ADDRESSES FOR NOTICES IN WRITING**

- .1 Delete Article A-6.1 and substitute new article 6.1:
- 6.1 Notices in Writing between the parties or between them and the Consultant shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such Notices in Writing will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such Notices in Writing will be deemed to be received by the addressee on the fifth Working Day following the date of mailing, if sent by prepaid registered post, when addressed as set out below. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article.

### **1.3 DEFINITIONS**

- .1 Add the following definition:

“19a. Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:

*Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.

#### 1.4 GC 1.1 CONTRACT DOCUMENTS

- .1 Add to the end of subparagraph 1.1.2.2:  
"Except where the *Consultant* shall be indemnified as a third party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 12.1.3."
- .2 Add new subparagraph 1.1.7.5:  
1.1.7.5 "In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*".
- .3 Add new subparagraph 1.1.7.6:  
1.1.7.6 " And, in general, where discrepancies occur among various parts of the drawing or specifications, the Contractor shall provide the greatest amount of labour and/or materials to which it may refer."
- .4 Change 1.1.8 to read:  
"The *Owner* shall provide the *Contractor*, without charge up to twenty (20) complete sets of the Contract Documents to perform the work. The *Contractor* may obtain additional sets of *Contract Documents* at the cost of printing, handling and shipping."

#### 1.5 GC 2.2 ROLE OF THE CONSULTANT

- .1 Add at the end of paragraph 2.2.9. "The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.7., 2.2.8. and 2.2.9".
- .2 Change Paragraph 2.2.14 to read:  
"The *Consultant* will review and take appropriate action upon *Shop Drawings*, samples and other *Contractor's* submittals which are provided in accordance with the Contract Documents."
- .3 Add to paragraph 2.2.13:  
"If in the opinion of the *Contractor* a *Supplemental Instruction* involves an adjustment in the Contract Price or Contract Time the Contractor shall within seven (7) working days of receipt of *Supplemental Instruction* advise the *Consultant* in writing accordingly. Failure to provide written notification within time stipulated shall imply acceptance of *Supplemental Instruction* by *Contractor*.  
  
If it is the Contractor's opinion that a Supplemental Instruction, Change Order or Change Directive, as issued by the Consultant, will delay the project, the Contractor shall, within three (3) days after receipt of such Supplemental Instruction or Change Form, notify the Consultant in writing accordingly"

#### 1.6 GC 2.3 REVIEW AND INSPECTION OF THE WORK

- .1 Add to end of paragraph 2.3.2:

"Should a designated test or inspection fail, the *Contractor* shall promptly correct and retest the work using the designated testing/inspection agency and be responsible for all costs associated with retesting."

- .2 Add to end of paragraph 2.3.3:

"In addition to the timely notice given to the Consultant of the Contractor's request for inspection, the Contractor shall notify the Owner of said inspections and the Owner shall have access for purposes of witnessing the testing and to the results thereof."

- .3 Add new paragraph 2.3.8:

2.3.8 "The *Consultant* will conduct periodic reviews of the Work in progress, to determine general conformance with the requirements of the *Contract Documents*. Such reviews, or lack thereof, shall not give rise to any claims by the *Contractor* in connection with construction means, methods, techniques, sequences and procedures, nor in connection with construction safety at the Place of the Work, responsibility for which belongs exclusively to the *Contractor*."

## 1.7 GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1:

2.4.1.1 "The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work*, whether or not they are specifically identified by the *Consultant*."

## 1.8 GC 3.1 CONTROL OF THE WORK

- .1 Add new paragraph 3.1.3:

3.1.3 "Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work."

## 1.9 GC 3.4 DOCUMENT REVIEW

- .1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 "The *Contractor* shall review the *Contract Documents* and shall report promptly to the *Consultant* any error, inconsistency or omission the *Contractor* may discover. Such review by the *Contractor* shall comply with the standard of care described in paragraph 3.14.1 of the *Contract*. Except for its obligation to make such review and report the result, the *Contractor* does not assume any responsibility to the *Owner* or to the *Consultant* for the accuracy of the *Contract Documents*. The *Contractor* shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the *Contract Documents*, which the *Contractor* could not reasonably have discovered. If the *Contractor* does discover any error, inconsistency or omission in the *Contract Documents*, the *Contractor* shall not

proceed with the work affected until the *Contractor* has received corrected or missing information from the *Consultant*."

#### 1.10 GC 3.5 CONSTRUCTION SCHEDULE

- .1 Add new sub-sentences .4 and .5 to paragraph 3.5.1:
  - .4 "commence Work immediately upon notification of award of the Contract, including mobilization on site within 2 weeks and provide sufficient labour for the steady progress of the Work including overtime work, if required to meet the scheduled date of completion.
  - .5 "carry out the Work to completion as rapidly as possible, or as otherwise agreed with *Owner* and *Consultant* consistent with good practice, safe working conditions and reasonable economy."

#### 1.11 GC 3.6 SUPERVISION

- .1 Add to paragraph 3.6.1:

"and not without prior consultation with *Consultant* and *Owner*."
- .2 Add the following as Item 3.6. 3:
  - 3.6.3 "Complete qualifications of the Superintendent shall be submitted to the Consultant for approval, including references to past projects and project participants. The Consultant reserves the right to review the record of experience and credentials of the supervisory staff. This same Superintendent must remain on the project from the start of Work, through the lien period, and ***must remain on site until all deficiencies are completed and accepted***, unless otherwise approved by the Consultant and Owner's Representative."

#### 1.12 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

- .1 Refer to sentence 3.7.4: Delete entire sentence.
- .2 Add the following paragraph:
  - 3.7.7 "Should the *Contractor* inadvertently or by design, claim to include in his bid, a *Product* from a manufacturer other than a manufacturer named in the specifications, he shall provide the *Product* from a manufacturer named in the specifications at no cost to the *Owner*."

#### 1.13 GC 3.8 LABOUR AND PRODUCTS

- .1 Change paragraph 3.8.3 to read:
  - 3.8.3 "The *Contractor* shall maintain good order and discipline among workers engaged on the Work and shall not employ or permit to be employed anyone not skilled in the tasks assigned."
- .2 Add new paragraph 3.8.4:
  - 3.8.4 "The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner*

shall provide all relevant information on the *Products* to be supplied by the *Owner*."

.4 Add new GC 3.8.5 to 3.8.10:

- 3.8.5 "*Products* which are specified by their proprietary names, or by parts or catalogue number, shall form the basis for the Specification and Contract. No substitutes for these may be used without the *Consultant's* approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper investigation by the *Consultant*. In applying for permission to use substitutes, the *Contractor* shall prove, to the *Consultant's* satisfaction, that the substitute is equal to or better than the specified product. Each application shall be accompanied by a list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way."
- 3.8.6 "When requesting approval for the use of substitutes, the *Contractor* shall include in this submission any affect that the substitution may have on the *Contract Price* and/or *Contract Time*."
- 3.8.7 "The *Contractor* shall use all *products* in strict accordance with the manufacturer's directions except where specified otherwise. Whenever specific reference to manufacturer's directions or instructions is made in Specifications, submit copies of said instructions or directions, or both, for approval before commencing such work."
- 3.8.8 "Whenever more than one *product* is specified for one use, the *Contractor* may select for this use any of the *products* so specified unless the Specification or the Drawings indicate otherwise."
- 3.8.9 "*Products* are sometimes specified by reference to brand names, propriety names, trademarks or catalogue number or catalogue designation or symbols. In such cases, the name of a manufacturer, distributor, supplier or dealer is sometimes given to assist the *Contractor* to find a source of supply. The naming of a source of supply does not relieve the *Contractor* from his responsibly for finding his own source of supply even if the source named no longer supplies the products specified. If the *Contractor* is unable to obtain the specified product, he shall supply a substitute product equal to or better than the specified product, as approved by the *Consultant*, with no extra compensation. Should the *Contractor* be unable to obtain a substitute *product* equal or superior to the specified product and the *Owner* accepts an inferior product, the *Contract Price* shall be adjusted accordingly, as approved by the *Consultant*."
- 3.8.10 "The *Contractor* shall use Canadian made products where the price and quality thereof are comparable to corresponding foreign made products."

#### 1.14 GC 3.10 SHOP DRAWINGS

- .1 Add the words "AND OTHER SUBMITTALS" to the Title after SHOP DRAWINGS.
- .2 Add "and *Submittals*" after the words "*Shop Drawings*" in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.
- .3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3:
- 3.10.3 "Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*."

- .4 Delete the words "with reasonable promptness so as to cause no delay in the performance of the Work" and replace with "within 10 working days or such longer period as may be reasonably required" in paragraph 3.10.12.
- .5 Add new paragraph 3.10.13:  
3.10.13 "Reviewed *shop drawings* shall not authorize changes in *Contract Price* or *Contract Time*."

#### 1.15 GC 3.11 USE OF THE WORK

- .1 add the following paragraph  
"3.11.3 "The *Owner* shall have the right to enter upon and take possession of the *Work* in whole or in part for purpose of placing fittings, furniture and equipment or other use before completion of the *Contract*, if such action does not prevent nor interfere with the *Contractor* in performing the completion of the *Contract* within the time specified. Such entry and taking possession shall not be considered as acceptance of the *Work* or parts of the *Work* or in any way relieve the *Contractor* of responsibility to complete the *Contract*. The *Contractor* shall cooperate and coordinate his work with that of the fittings, furniture and equipment installation."

#### 1.16 GC 3.14 ADDITIONAL CONDITIONS

- .1 Add new General Condition 3.14.1  
3.14.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.
- .2 Add new General Condition 3.14.2  
3.14.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:
  - .1 The personnel it assigns to the *Project* are appropriately experienced;
  - .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation.

#### 1.17 GC 4.1 CASH ALLOWANCES

- .1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:  
4.1.4 "Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the *Consultant's* direction to cover the shortfall."
- .2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:  
4.1.5 "The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order."
- .3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7:



4.1.7 "At the commencement of the work, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the Work."

.4 Add new paragraph 4.1.8:

4.1.8 "The *Owner* reserves the right to call, or to have the *Contractor* call for competitive bids for portions of the *Work*, to be paid for from cash allowances."

.5 Amend GC 4.1.2 to read:

"Cash Allowances cover the net cost to the *Contractor* of services, labour, products, construction machinery and equipment, freight, unloading, handling, storage, installation, provincial sales taxes and other authorized expenses incurred in performing the work stipulated under the cash allowances, but do not include any Value Added Taxes (HST) payable by the *Owner* to the *Contractor*."

.6 Paragraph 4.1.4: change first line to read:

"Where the total costs expended under cash allowances exceed the aggregate amount of all cash allowances, the Contractor shall be"

.7 Add new GC 4.1.8 and GC 4.1.9:

4.1.8 "Where a cash allowance covers a sub-contract, the *Owner* or the *Consultant* will call tenders for that part of the Work. Alternatively, the *Owner* of the *Consultant* may elect to have the *Contractor* call tenders and submit the results to the *Consultant*, with Contractor's recommendations, for the approval of the *Owner*. In either case, the invited bidders shall be mutually approved by the *Contractor* and the *Consultant*, and the *Contractor* shall then enter into a sub-contract with the bidder selected by the *Owner*."

4.1.9 "If requested by the *Consultant*, applications for payment from allowances shall be substantiated by, certified copies of all invoices and statement from suppliers or Sub-Contractors furnishing products, etc., purchased under a cash allowance."

## **1.18 GC 5.2 APPLICATION FOR PROGRESS PAYMENT**

.1 Paragraph 5.2.2, first line: change "dated the last day" to "dated as of the last day".

.2 Change paragraph 5.2.7 to read:

"Application for payment for *Products* manufactured but not yet delivered to the Place of the Work will not be considered. Applications for payment for *Products* delivered to the Place of the Work but not yet incorporated into the work, provided such *Products* are Project specific and cannot readily be used elsewhere, may be considered for payment on an individual basis and shall be supported by such evidence as the *Consultant* may reasonably require to establish the value of delivered *Products*."

.3 Add new paragraph 5.2.8 and 5.2.9:

5.2.8 "A statutory declaration in the form CCDC Document 9A, and such additional supporting documents as the *Consultant* may reasonably require".

5.2.9 "Products delivered to the site significantly in advance of their being required for installation in the orderly process of construction will not be eligible for payment, unless approved in writing by the *Consultant* prior to delivery."

**1.19 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

- .1 Delete paragraph 5.5.3.
- .2 Delete paragraph 5.5.5.

**1.20 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK**

- .1 Paragraph 5.6.1, third line: change "*Owner shall pay the Contractor*" to read "*Owner may pay the Contractor*".

**1.21 GC 5.8 WITHHOLDING OF PAYMENT**

- .1 Add new paragraph 5.8.2:  
"5.8.2 In addition to any rights the *Owner* has pursuant to the Construction Lien Act, if a lien is registered or an action commenced against the *Owner*, the *Owner* shall have the right to withhold, from any money otherwise due to the *Contractor*, the full amount claimed in the lien action plus an additional sum sufficient to satisfy all of the *Owner's* expenses relating to such lien actions, including legal and consulting costs. These funds held back, less expenses incurred, shall be released to the *Contractor* upon the full discharge of all liens and dismissal of all actions against the *Owner*."

**1.22 GC 5.10 NO CLAIMS FOR ANTICIPATED PROFIT**

- .1 Add new article GC 5.10 as follows:  
"5.10.1 "If any change or deviation in, or omission from the Work is made by which the cost of Work to be done is decreased, or if the whole or any portion of the Work is dispensed with, or if the Contractor should stop Work or terminate the Contract in accordance with the provisions of GC 7.2, no compensation shall be claimable by the Contractor or Sub-Contractor for any loss of anticipated profits in respect thereof."

**1.23 GC 6.2 CHANGE ORDER**

- .1 Add new paragraph 6.2.3:  
6.2.3 "The costs for the following items shall be considered to be included in the allowance for overhead and profit:
  - .1 *Contractor's* head office expenses.
  - .2 Wages of project managers, superintendents, assistants, watchpersons and administrative personnel.
  - .3 Temporary site office expenses, including costs for telephone and facsimile machine.
  - .4 Small tools.
  - .5 Insurance and bonding premiums.
  - .6 Record drawings.
  - .7 Clean up and disposal of waste materials.
- .2 Add new paragraph 6.2.4:

6.2.4 "If the method of valuation, measurement, change in *Contract Price* and change in *Contract Time* cannot be promptly agreed upon and the change is required to be proceeded with then the *Consultant* in the first instance will determine the method of valuation, measurement, the change in *Contract Price* and *Contract Time* subject to final determination in the manner set out in Part 8 Dispute Resolution. In this case the *Consultant* will, with the consent of the *Owner*, issue a written authorization for the change setting out the method of valuation and if by lump sum his valuation of the change in *Contract Price* and *Contract Time*."

.3 Add Items 6.2.5 through 6.2.7 as follows:

6.2.5 "Combined overhead and profit mark-up on Work performed by the General Contractor's own forces shall not exceed 15%. Overhead and profit shall not be charged on credits to the Contract. Where a change involves both credits and extras, overhead and profit shall apply only to a net extra."

6.2.6 "General Contractor's combined overhead and profit mark-up on sub-contract Work shall not exceed 10%.

6.2.7 "Combined overhead and profit mark-up charged by Sub-Contractor's on their own Work shall not exceed 15%.

#### 1.24 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

.1 Add new subparagraph 6.4.5:

6.4.5 "The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission of the bid."

#### 1.25 GC 6.5 DELAYS

.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words:

", but excluding any consequential, indirect or special damages."

.2 Paragraph 6.5.4, first line: after "*Consultant*" add:

"and simultaneously to the *Owner*".

.3 Add new paragraph 6.5.6:

6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a

result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.

- .4 Add new paragraph 6.5.7:

6.5.7 "The *Contractor* shall be responsible for the care, maintenance and protection of the Work, in the event of a suspension of delay in the performance of the Work."

## **1.26 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE**

- .1 Add the words "*as noted in paragraph 6.6.3*" after the words "*of the claim*" in paragraph 6.6.5 and add the words "*and the consultant*", at the end of paragraph 6.6.5.

## **1.27 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT**

- .1 Paragraph 7.1.2, second line:  
Delete the words "to a substantial degree..."

## **1.28 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT**

- .1 Add the following new paragraph 7.2.6:  
  
7.2.6 "The provisions of this GC 7.2 shall not apply to the withholding of certificates and/or payments because of the Contractor's failure to pay all just claims promptly, or because of the registration of a lien against the place of Work."

## **1.29 GC 8.2 NEGOTIATION, MEDIATION, AND ARBITRATION**

- .1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12., 8.2.13., 8.2.14. and 8.2.15.  
  
8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Owner and the Contractor shall give the Consultant a written notice containing:  
a) a copy of the notice of arbitration  
b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract, and;  
c) any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration  
  
8.2.10 The Owner and the Contractor agree that the Consultant may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Consultant:  
a) has a vested or contingent financial interest in the outcome of the arbitration;

- b) gives the notice of election to the Owner and the Contractor before the arbitrator is appointed;
  - c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
  - d) agrees to be bound by the arbitral award made in the arbitration.
- 8.2.11 If an election is made under paragraph 8.2.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.
- 8.2.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.2.10 to become a full party may:
- a) on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.2.10, and;
  - b) make any procedural order considered necessary to facilitate the addition of the Consultant as a party to the arbitration.
- 8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant;
- 8.2.14 In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10, and is deemed to be bound by the arbitration proceeding.
- 8.2.14 The cost of arbitration shall be apportioned against the parties hereto or against any one of them as the arbitrator may decide, as outlined in the latest edition of the Rules for Mediation of CCDC 2 Construction Disputes, except that these costs shall not include counsel fees for any of the parties to the arbitration. Counsel fees shall be paid by each party.

### 1.30 GC 9.1 PROTECTION OF WORK AND PROPERTY

- .1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:
  - 9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;
- .2 Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:
  - 9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an Inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1.

### 1.31 GC 9.4 CONSTRUCTION SAFETY

- .1 Add new paragraph 9.4.2:
  - 9.4.2 "The Contractor shall assume the role of the "Constructor" as defined by applicable legislation."

### 1.32 GC 10.1 TAXES AND DUTIES

- .1 Add new paragraph 10.1.3:

10.1.3 "The *Contractor* shall, at the request of the *Owner*, assist, join in, or at *Owner's* expense, make application on behalf of the *Owner* for any exemption, recovery or refund. Provide the *Owner* with copies, or where required, originals of records, invoices, purchase orders or other documentation as may be necessary to support such application."

**1.33 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES:**

- .1 Delete from the first line of paragraph 10.2.5 the first word, "The" and substitute the words:  
"Subject to paragraph 3.14.1, the".

**1.34 GC 10.4 WORKERS' COMPENSATION**

- .1 Paragraph 10.4.1, change first line to read:  
"Prior to commencing the Work, with each application for payment, again with the Contractor's application . . ."

**1.35 GC 11.1 INSURANCE**

- .1 Add new paragraph 11.1.9:  
11.1.9 "Insurance shall not be terminated until the *Owner* has been notified in writing of this intention by the insured and agrees to such termination."  
.2 Delete paragraph 11.1.1.3, "Aircraft and watercraft liability insurance".  
.3 Add to paragraph 11.1.1.4, "Town of Oakville" to joint names.

**1.36 GC 11.2 CONTRACT SECURITY**

- .1 Add new paragraphs 11.2.3 through 11.2.7:  
11.2.3 The *Contractor*, after receiving written notification from the *Owner* within forty-eight (48) hours of such notification, and prior to the signing of the Contract, shall provide a Performance Bond and a Labour and Materials Payment, Bond, each in the amount of 50% of the *Contract Price* issued by a duly incorporated and nationally recognized surety company approved by the *Owner*, guaranteeing the faithful performance of the *Contract* in accordance with the *Contract Documents* including the requirements for warranties provided for the GC 12.3 WARRANTY, and the payment of all obligations incurred in the event of the *Contractor's* default, including, but not limited to the following:  
.1 The payment of all legal, accounting, architectural, engineering and other consultant's expenses incurred by the *Owner* in determining the extent of *Work* executed and any additional work required as a result of the interruption of the Work, and its completion.  
.2 The payment of additional expenses to the *Owner* in the form of security services, light, heat, power, and other related costs, payable over the period between the default of the *Contract* and commencement of the Work under the terms of this Article.

- 11.2.4 Without limiting the foregoing in any way, the bonds shall indemnify and hold harmless the *Owner* for and against any and all costs and expenses (including legal and Consultant services and court costs) arising out of or as a consequence of any default of the *Contractor* under this *Contract*.
- 11.2.5 The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms, modified as may be necessary to incorporate the requirements stated herein.
- 11.2.6 The *Contractor* shall be responsible for notifying the surety company of any changes made to the *Contract* during the course of construction.
- 11.2.7 Should the *Owner* require additional bonds by the *Contractor* or any of his subcontractors, after the receipt of bids for the Work, the *Contract Price* shall be increased by all costs attributable to providing such bonds. The *Contractor* shall promptly provide the *Owner*, through the *Consultant* with any such bonds that may be required.

### 1.37 GC 12.1 INDEMNIFICATION

- .1 Add new paragraph to 12.1.7 as follows:
  - 12.1.7. The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the *Contractor's* performance of the *Contract*, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and made in writing within a period of 6 years from the date of Substantial Performance of the Work as set out in the certificate of Substantial Performance of the Work, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the *Place of Work*.
  - The indemnification, provided for in this paragraph shall specifically include, but shall not be limited to, all claims, demands, losses, costs, damages, actions, suits or proceedings directly or indirectly arising or alleged to arise as a result of or in connection with any scaffolding, structural Work or safe place law or any law with respect to the protection of adjacent landowners, but shall not include any claims arising solely from negligence of the party asking to be defended, indemnified or saved harmless.
- .2 Add new paragraph 12.1.8:
  - 12.1.8 "If a construction lien is registered or a construction action is commenced against the *Owner* for any reason whatsoever, the *Contractor* shall satisfy all judgments and pay all costs resulting from such liens and actions and shall fully indemnify the *Owner* against any and all expenses resulting from such liens and actions, including legal costs on a solicitor and his own client basis."

### 1.38 GC 12.3 WARRANTY

- .1 Delete from the first line of paragraph 12.3.2 the word, "The" and substitute the words: "Subject to paragraph 3.14.1, the".
- .2 Add to paragraph 12.3.2:

"The *Contractor* warrants that the work is in compliance with the requirements of the *Contract Documents*."

- .3 Paragraph 12.3.5: change first sentence to read:

"The *Contractor* shall be responsible for obtaining Product Warranties from respective manufacturers where such warranties or extended warranties are required and/or offered by the manufacturer.

- .4 Add paragraphs 12.3.7 through 12.3.9 as follows:

- 12.3.7 "The conditions of warranty cover all items of Work for at least 12 months and/or 1 year. Warranties are extended on all components specified in individual specification sections with specific extended warranties."
- 12.3.8 "The Contractor shall obtain from Sub-Contractors and provide with the final documentation, forms of warranty for all items for which warranties extend beyond the one-year period as required by the specifications."
- 12.3.9 "Upon acceptance of a deficiency correction, the warranty period shall be re-established for the period of time as originally specified."

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION - NOT USED**

**END OF SECTION**



**Part 1 General**

**1.1 PRECEDENCE**

- .1 This Section contains Articles prepared which represent the Owner standards and policies. In all cases this Section is intended to be read in conjunction with and to coordinate with all other Sections. In the case of discrepancy between this Section and other Sections to more stringent Articles of any applicable Section shall apply.

**1.2 CONTRACT**

- .1 Construct the Work under a single, lump sum, Stipulated Contract. The form of Contract for this project shall be the *CCDC-2, 2020*.
- .2 Contract includes the following Scope of Work, but is not limited to:
  - .1 Exterior upgrades of the main entrance plaza, fencing replacement around the technical compound and exterior semi-recessed inground waste receptacles at rear of school.
  - .2 Electrical lighting upgrade at entrance plaza.
  - .3 Supervision and coordination of all trades to meet schedule requirements.
- .3 Project Occupancy Requirements
  - .1 Refer to completion and occupancy requirements in Section 00 21 10 – Stipulated Price Bid Form.
- .4 Cautionary Note
  - .1 Bidders, both General Contractors and Subcontractors, are cautioned that they should not submit bids or tenders if they are unsure of their ability to comply with the above stated construction/occupancy schedule and requirements, provide overtime work as necessary and/or are unwilling to be bound by the schedule and Provisions described in these documents.

**1.3 RELATIONS OF TRADES**

- .1 The Contract Specifications have been generally divided into trade sections for the purpose of ready reference.
- .2 The Contractor is responsible for coordinating all trades. He is solely responsible for determining the lines of demarcation between Contractor and/or trades. Neither the Consultant nor the Owner, assume any responsibility for any such determination or for any dispute arising concerning it. No extras will be considered due to any such dispute concerning either labour or materials.
- .3 Specifications and drawings form an integral part of the Contract Documents. Any subject or item omitted from one, but which is mentioned or reasonably implied in the other, shall be considered as properly and sufficiently specified and will be part of the Work.

#### **1.4 INVITED BIDDERS**

- .1 The following list of General Contractors are invited to tender this project:

1. Alies Contracting
2. Anacond Contracting Inc.
3. Design 4 General Contracting
4. Golden Gate Contracting Inc.
5. Genpro Construction
6. Kessab General Contracting
7. Norfield Construction Inc.
8. Starfleet Construction
9. TRP Construction
10. Trustco Construction
11. W E Marshall Construction

#### **1.5 ELECTRICAL SUBCONTRACTORS**

- .1 The electrical sub-trade is to be selected by the General Contractor from the following list for this project:

1. Best Electric Co.
2. Elite Electrical
3. Gremer Electrical Ltd.
4. Indcon Inc.
5. JMR Electric
6. LJ Barton
7. Multi Tech Corp.
8. North Star Electric
9. PHE Contractors

#### **ADDITIONAL DRAWINGS**

- .2 Consultant may furnish additional drawings to assist proper execution of the Work. These drawings will be issued for clarification only. Such drawings, however, shall have the same meaning and intent as if they were included with plans referred to in the Contract Documents.

#### **1.6 EXAMINATION**

- .1 Upon receipt of Bid Documents verify that documents are complete; notify Consultant should the documents be incomplete.
- .2 Immediately notify the Consultant upon finding discrepancies or omissions in the Bid Documents.

#### **1.7 PRE-BID SITE EXAMINATION**

- .1 Visit the Place of the Work prior to submitting a bid to understand the scope of the work.
- .2 There is no organized Site Visit for this project.

#### **1.8 QUERIES AND ADDENDA**

- .1 Direct queries in writing by Email to:

Alexander Mayhew  
Hossack Architecture  
Email: [amayhew@hossackarch.com](mailto:amayhew@hossackarch.com) and [admin@hossackarch.com](mailto:admin@hossackarch.com)

- .2 Addenda may be issued during the bidding period. All addenda become part of the Contract Documents. Include costs in Bid Price.
- .3 Verbal answers are only binding when confirmed by written addenda.
- .4 Clarifications requested by bidders must be in writing not less than 5 Working Days before date set for receipt of bids. The reply will be in the form of an addendum, a copy of which will be forwarded to known bidders no later than 2 Working Days before receipt of bids.

## **1.9 BONDING REQUIREMENTS**

- .1 Only bid submissions equal to or greater than \$300,000, must be submitted with a Bid Bond in the value of ten percent (10%) of the Total Cost and a Surety Consent in favour of the Halton Catholic District School Board. The Bid Security so submitted shall be irrevocable and valid for 30 days from closing date set for the submission of tender. The value of this contract is expected to be lower than the amount noted above, therefore, it is not expected that a bid bond is required.
- .2 The Surety Consent shall cover a Performance Bond and a Labour & Materials Payment bond, each in the amount of fifty percent (50%) of the contract price as a guarantee that the Bidder shall execute the contract upon award.
- .3 In order to be considered for award of a contract equal to or over \$300,000, the Bidder shall submit as part of their Submission, a Surety Consent (Agreement to Bond), completed by a Bonding Company.
- .4 Upon receipt of written notice from the Owner that it has been awarded the Contract, the successful Bidder shall provide, within five (5) working days of such notice, an original Performance Bond and a Labour and Material Payment Bond, each for the amount of fifty per cent (50%) of the total lump sum price, to guarantee the performance of all obligations of the Contract.

## **1.10 EXISTING SITE CONDITIONS**

- .1 At the outset of the contract and before any other work begins, the contractor shall review all site conditions to confirm compliance with the contract documents. Failure to do so at this initial stage shall eliminate the contractor's right to make claim regarding incorrect grades or site surface conditions at any later stage for the work.
- .2 Ascertaining the specific site and building conditions as they relate to the project is the responsibility of the contractor. Notwithstanding this overriding responsibility the consultant has made every effort to properly represent existing site conditions as they are evident at the time of tender.
- .3 Inspection of the site during the tender period is mandatory for all Contractors.

## **1.11 RENOVATION TO AN EXISTING OCCUPIED BUILDING**

- .1 While the commencement of work to this project is intended to begin while the school is not occupied, it may be required to continue into the school year. Contractor is to be aware that the school is occupied and noise is to be kept at an acceptable level. Refer to specification section 01 35 23 Site Safety Protocols for Occupied Buildings for detail.
- .2 Absolutely no contracting personnel are allowed in the other parts of the school building during operating hours other than in the work areas designated within this Section under Construction Sequencing, or by express permission of the Owner and under the direct supervision of the Contractor's Site Superintendent.
- .3 *Refer also to Section 01 52 00- 'Construction Facilities' and Section 01 56 00- 'Temporary Barriers and Enclosures'*

## **1.12 CONSTRUCTION SEQUENCING**

- .1 Basic Sequencing Outline
  - .1 Immediately upon contract award, prepare and issue a Shop Drawing list, indicating all timing and requirements for long lead items.
  - .2 Within 1 week of contract award, issue any long lead shop drawings for advance orders immediately.
  - .3 Develop and issue a Project Gantt Chart Schedule illustrating work sequence and all milestone dates to achieve completion dates submitted at Tender.
  - .4 Confirm with consultants any inconsistencies with contract documents found on site.
  - .5 Prepare and issue any remaining Shop Drawings immediately.
  - .6 Complete all renovation works such that the work is Substantially Performed by the required date for occupancy in the Contract.
  - .7 Following Substantial Performance complete deficiencies to renovations to the existing building such that project Total Completion is achieved by the required date.
  - .8 Anticipated schedule of events:

June 28	Construction Start
Sept. 23	Substantially Complete
Sept. 30	Totally Complete
- .2 Coordinate Schedule and Sequencing as indicated in Section 01 33 00 – Submittals and Section 01 22 00 – Meetings and Progress Reports
- .3 Coordinate sequencing with all trades and advise sub-trades of these sequencing requirements prior to the close of Tenders.

## **1.13 CONTRACTOR PARKING**

- .1 Refer to section 01 52 00 - Construction Facilities.

## **1.14 BYLAWS, PERMITS AND APPROVALS**

- .1 Nothing indicated on the Drawings or Specifications is intended to be in conflict with any law, by-law or regulation of Municipal, Provincial, or similar Authority Having Jurisdiction.

- .2 Work of this Contract must conform with such laws, by-laws and/or regulations. Any required variation to, or deviation from, the drawings and specifications, shall be performed in accordance with the Contract contained in these specifications.
- .3 Furnish inspection certificates and/or permits as may be applicable as evidence that the installed Work conforms with laws, by-laws and regulations of Authorities Having Jurisdiction.
- .4 Each subtrade shall obtain and pay for all permits and licenses required by Municipal, Provincial, or other authorities having Jurisdiction, particular to their trade.
- .5 It is the final responsibility of the General Contractor to obtain all the required approvals and permits and include in his Total Stipulated Price, the cost of such approvals, permits and fees. The only exception is the Building Permit, which has been applied for by the Consultant and paid for by the Owner.
- .6 Any revisions or deviations to Contract Documents required by any Authorities Having Jurisdiction must be reviewed by the Consultants before implementation.

#### **1.15 ORGANIZATION**

- .1 Organize the Work of each section as required for satisfactory and expeditious completion of the Work. Take field dimensions required for the Work. Fabricate and install work to suit field dimensions and conditions.
- .2 If applicable, take into account existing work to ensure best arrangements of components in available space. Contact the Consultant prior to commencing Work in critical locations and interface with other Contractors' Work.
- .3 Provide all forms, templates, anchors, sleeves, inserts and accessories required to be installed in the Work. Set in place, or instruct the applicable subtrade as to their location. Pay costs of extra work, if required, as a result of a failure to comply with these requirements at the proper time.
- .4 Before starting his work and from time to time as the work progresses, each Subcontractor shall examine the work and materials installed by the other Subcontractors insofar as it effects his own work, and the General Contractor shall promptly notify the Consultant IN WRITING, if any condition exists that will prevent any Subcontractor from giving a satisfactory result in his own work.
- .5 Should any Subcontractor start his own work without such notification, it shall be construed as an acceptance by him of all preceding work and as a waiver of all claims or questions as to its suitability for receiving his work.

#### **1.16 CANADIAN PRODUCTS AND LOCAL LABOUR**

- .1 To the extent that the same are available and consistent with the proper economy and expeditious completion of the Contract, Canadian equipment, materials, products and other such applicable items are preferred by the Owner to be used in the Work, wherever possible and practical.

**1.17 MATERIALS AND WORKMANSHIP**

- .1 All materials shall be new and the best of their respective kinds, where a specific grade or brand is not indicated. Pre-packaged materials shall be delivered and stored in unopened containers.
- .2 All work performed under this Contract shall be done by mechanics skilled in their respective trades. They shall make use of such templates, jigs or special tools as may be required for the operation involved.
- .3 The acceptance of any materials or workmanship shall not be a bar to their subsequent rejection, if found defective.
- .4 Adequate, dry storage facilities shall be provided and all stored materials shall be protected from damage and theft.
- .5 All Contractors will do Work in accordance with the best industry practice of the type of work specified, unless the Contract Documents stipulate more precise requirements, in which case, the more precise requirements shall govern.
- .6 Do Work in a neat, plumb & square manner. Ensure that various work components are properly installed, forming tight joints and appropriately aligned junctions, edges and surfaces, free of warps, twists, waves, or other such irregularities.
- .7 Wherever indicated on the drawings or specifications, or in the manufacturers' / suppliers' written instructions, arrange to have manufacturers' / installer's representatives inspect the Work which incorporates their materials, products or items.
- .8 Do not permit materials to come in contact with other materials such conditions may result in corrosion, staining, discolouration or deterioration of the completed Work. Provide compatible, durable separators where such contact is unavoidable.
- .9 The design of the Work is based on the full interaction of its component parts. No provisions have been made for conditions occurring during construction. Ensure that no part of the Work is subjected to a load which will endanger its safety or which might cause permanent deformation.
- .10 Conceal pipes, ducts, conduit, wiring and other such items requiring concealment preferably in, wall or ceiling construction of all finished areas. If in doubt as to method of concealment, or intent of the Contract Documents in this regard, request clarification from the Consultant before proceeding with the Work.
- .11 Lay out mechanical and electrical work well in advance of concrete placement and furring installation to allow for proper concealment. Test and inspect Work before applying pipe covering and before it is concealed.
- .12 Provide and maintain control lines and levels required for the Work. Lay out the Work in accordance with these lines and levels and dimensions indicated on the drawings.
- .13 Verify lines, levels and dimensions and report any errors or inconsistencies on the drawings to the Consultants.

- .14 Final responsibility of satisfactory completion of all the Work, however, lies with the General Contractor.

## **1.18 QUALITY CONTROL**

- .1 Refer also to Section 01 45 00.
- .2 The Consultants and authorized Owner staff shall have access to all areas of the Work, including any off site construction facilities.
- .3 The General Contractor shall give timely notice requesting inspection if Work is designated for special tests, inspections, or approvals by the Consultants, or any other authorized Owner staff or testing and Inspection Company.
- .4 If the General Contract covers, or permits to be covered Work that has been designated as outlined above, he shall uncover such work, have the inspections and tests satisfactorily completed and make good such work at no additional cost to the Owner.
- .5 The Consultants or the authorized Owner Staff may order any part of the Work to be examined, if such Work is suspected not to be according to the Contract Documents. If, upon examination, such work is found not to be in accordance with the Contract Documents, then the General Contractor shall correct such Work and pay for cost of examinations and correction. If such Work is found to be in full accordance with the Contract Documents, the Owner shall pay for the cost of examination and making good.
- .6 If defects are revealed during inspection and/or testing, the appointed agency may request additional inspection and/or testing to ascertain the full degree of defects. The General Contractor shall correct the defects and irregularities as reported by the inspection and/or testing agency, at no additional cost to the Owner and the General Contractor shall pay all associated costs for retesting and re-inspection.
- .7 The General Contractor shall provide any tools, materials or equipment that may be required by the inspection and/or testing agencies in retesting the Work.
- .8 The employment of inspection and/or testing agencies does not, in any way, affect the General Contractor's responsibility to perform the Work in strict accordance with the Contract Documents.
- .9 The General Contractor shall remove all defective work, whether the result of poor workmanship by him or his subtrades, use of defective or damaged products, whether or not incorporated into the Work and any Work that has been rejected by the Consultants or authorized Owner Staff as failing to conform to the Contract Documents. Replacement and execution of the affected Work shall be done in full accordance with the Contract Documents, making good other trades' work damaged by such removals or replacements at no additional charge to the Owner.
- .10 If, in the opinion of the Consultant and/or the authorized Owner Staff, it is not expeditious to correct the defective Work, or Work not performed in accordance with the Contract Documents, the Owner, may, at its sole discretion, deduct from the Contract Price, the difference in value between the work performed and that required by the Contract Documents, the amounts of which shall be determined by the Consultant.

#### **1.19 OVERTIME AND OVERTIME SCHEDULING**

- .1 The General Contractor must include in his Total Stipulated Tender Price, all costs for overtime work which may be necessary to complete the various portions of the Work, in accordance with the Completion Dates specified in the *Tender Form*. The Owner shall not entertain requests for any payments in connection with overtime work that may be required by the General Contractor, or any of his subtrades, in order to comply with the above referenced dates.
- .2 Similarly, it is the Contractor's responsibility to ensure, prior to the close of tenders that all subtrades will meet the requirements for overtime, as required, with no additional costs to the owner, in order to meet the Completion Dates specified in the Form of Tender.
- .3 The contractor shall recognize the critical importance that the schedule for full occupancy must be met by the dates stated in the *Tender Form*. Note that local by-laws may be enforced restricting morning and evening and Sunday work hours.
- .4 Note that at no time will the Owner entertain additional charges or claims from the General Contractor or his subcontractors for premium, overtime or after-hours work.
- .5 Only claims for scope changes or conditions beyond the control of the Contractor may be submitted for review by the Consultants and must be submitted and accepted in advance of the work taking place and at the outset of the condition or scope change arising. No claims additional charges or delays will be accepted if not reviewed and formally accepted in advance.

#### **1.20 PROTECTION OF OTHER WORK**

- .1 Each trade shall avoid damage to other trades and shall take all measures necessary and provide all masking and materials necessary, to provide adequate protection.
- .2 Each Subcontractor shall be held responsible for all damage to work installed by others that is caused by this work or by anyone employed by him.
- .3 Patching and repairing of damaged work shall be done by the Contractor who installed the work, as directed by the Consultant, but the cost of same, shall be paid for by the Contractor who is responsible for the damage.

#### **1.21 FASTENINGS**

- .1 All fastenings must be permanent, of same metal, or compatible with any metals with which they are in contact, of adequate size and spacing, to ensure permanent anchorage against load or shear.
- .2 Exposed fastenings must be evenly spaced, neatly laid out and must not mar surfaces of prefinished materials.
- .3 No ram-setting or similar techniques will be permitted, without prior written approval of the Consultant.



**1.22 SUPPLY AND INSTALL**

- .1 Unless specifically noted, “*supply only*”, any reference to supply intends the **supply and installation** of material or item so noted.

**1.23 OCCUPATION BEFORE COMPLETION**

- .1 If the General Contractor, for any reason, does not have the Project completed by the specified completion date and the Owner, of necessity, is forced to occupy any part of the building before the whole of the Work is completed, the Contractor will not be entitled to any indemnity for interference with his operation.

**1.24 GENERAL REQUIREMENTS**

- .1 All Contractors shall examine carefully all drawings and specifications to inform themselves fully of all conditions and limitations pertaining to the work of the contract.
- .2 All Contractors shall co-operate and co-ordinate their work for the proper completion of the work, including co-ordination of delivery dates and commencement of subtrades work.
- .3 The responsibility and costs for all work, including temporary structures, shoring, shoring design (if applicable) and erection shall at all times rest with the General Contractor and his Subcontractors. The Consultant will review construction methods and shop drawings for general arrangements only. The method of obtaining the results contemplated by the Contract Documents shall be determined by the General Contractor.
- .4 The undertaking of period site review by the Consultant or Owner Representative shall not be construed as supervision of actual construction, nor make them responsible for providing a safe place for work, visit, use, access, travel, or occupancy of the Consultant’s or Owner’s employees or agents.
- .5 The General Contractor shall be fully responsible for coordinating and expediting the work of all Subcontractors and shall employ the necessary and qualified personnel to provide the required quality of labour and materials and to prevent delays in the progress of the project. Each trade shall be afforded all reasonable opportunities for the installation of its work and for the storage and handling of its materials.

**1.25 COORDINATION**

- .1 The General Contractor shall coordinate all work and preparation on which subsequent work depends to facilitate mutual progress, and to prevent any conflict.
- .2 The General Contractor shall ensure that each trade makes known, for the information of the General Contractor and other trades, the environmental and surface conditions required for the execution of its work; and that each trade makes known the sequence of others’ work required for installation of its work.
- .3 The General Contractor shall ensure that each trade, before commencing work, knows the requirements for subsequent work and that each trade is assisted in the execution of its preparatory work by trades whose work depends upon it.

- .4 The General Contractor shall ensure that shop and layout drawings, templates, and all information necessary for the location and installation of materials, openings, inserts, anchors, accessories, fastenings, connections and access panels are provided by each trade whose work requires cooperative location and installation by other trades and that such information is communicated to the applicable installer.
- .5 The General Contractor shall ensure that delivery of materials supplied by one trade to be installed by another is well before the installation begins.
- .6 The General Contractor shall inform all trades that giving installation information in error, or too late to incorporate in the work, shall be responsible for any extra work caused thereby, unless impractical and where required, cutting shall be done by each respective trade, and patching shall be done by the general contractor.

#### **1.26 ACCESS TO THE PROJECT**

- .1 The General Contractor for this Work shall, at all times allow the Consultants, the Owner, or any other Owner commissioned contractor or their employees, access into the building or around the premises, undisturbed, whether union or non-union, as may be required in the execution of other portions of the building work and installation of equipment, etc.
- .2 The General Contractor shall cooperate fully with any and all Owner commissioned Contractors.

#### **1.27 SUBTRADE AWARDS**

- .1 The Contractor shall, on notice of award of the contract, obtain the Consultants approval of a complete list of all persons or firms to which he proposes to sublet any part of the work, the trades or divisions of work which are to be sublet to each, and the amount of each trade. The General Contractor shall provide to the Consultant a financial breakdown showing all divisions of the work amounting to the full sum of the contract. Mechanical and Electrical trades shall be further broken down as specified in Divisions 26 and 33.

#### **1.28 SAFETY DATA SHEETS**

- .1 The General Contractor shall ensure that the following material and safety data sheets are submitted prior to commencing installation and application of at least the following:
  - .1 Lead-free solder
  - .2 Resilient flooring
  - .3 Painting and finishing
  - .4 Fertilizers
  - .5 Glues and adhesives
  - .6 Pesticides
  - .7 Herbicides
  - .8 Any other product which may give off air borne particles after installation.
  - .9 Sealants and caulking
- .2 The General Contractor and all of his Subcontractors must note that specifically, Asbestos and Asbestos containing materials solder for piping containing lead, and

Painting & Coatings containing lead and/or mercury must be excluded from any part of the Work.

- .3 Contractor The General must submit Certificates of Compliance, prior to the application for Substantial performance, for each of the following items:
  - .1 An affidavit relative to the use of Lead-free solder for all domestic water lines, regardless of location.
  - .2 Products for which Material Safety Data Sheets have been submitted and accepted.
  - .3 Other Work/Products identified in the Contract Documents as requiring a Certificate of Compliance.
- .4 Each Certificate of Compliance must indicate names and addresses of the project, the Owner, the date of Issue, produce description including name, number, manufacturer, with a statement verifying that the Work/Product installed meets specified requirements and, if applicable, complies with the submitted and accepted Material Safety Data Sheets.
- .5 Each Certificate of Compliance must be issued on the trade's letterhead, properly executed, under whose work the respective Work/Product has been provided.
- .6 Each Certificate of Compliance must be endorsed by the General Contractor with his authorized stamp/signature.

## **1.29 REGULATING DOCUMENTS**

- .1 The General Contractor and all of his Subcontractors, Suppliers/Installers etc., must conform to the latest editions in force at the time of tender of each and all of the following: Ontario Building Code, Canadian Electrical Code (CEC), The Occupational Health and Safety Act, Ontario, the National Fire Code, the local Municipal Fire Code, and all other applicable Codes and Building By-Laws. All must also conform to the requirements of the Authorities Having Jurisdiction, such as Public Utilities. Where required under the Occupational Health and Safety Act, engage a Professional Engineer to design hoarding, scaffolding and shoring, formwork and falsework for concrete.
- .2 Contract forms, codes, standards and manuals referred to in these specifications are the latest published editions at the date of close of tenders. The General Contractor and all of his Subcontractors, Suppliers/Installers must meet or exceed the requirements of specified standards.
- .3 Provide, on site, copies of documents referred to in the Specification for joint use of Contractor and Consultant.

## **1.30 SITE SUPERINTENDENTS AND PROJECT MANAGERS**

- .1 It is the requirement under the work to this Contract that the Contractor provide on-site, full-time, *Site Superintendent* for the entire project duration through to the end of Deficiency completion. Superintendent shall have qualifications of previous experience with similar projects. Superintendent shall remain assigned full time to the project until completion of all deficiencies. This is a base bid requirement and the Contractor shall include this cost in the Tender Amount.

### 1.31 GENERAL CONTRACTOR'S RESPONSIBILITIES

- .1 The list of General Contractor's responsibilities identified below is by no means comprehensive, nor is it in any priority or critical order. It is here, merely to identify the most often forgotten or ignored responsibilities of the General Contractor and is reproduced only as a reminder. The Consultants and the Owner advise the General Contractor that it is he who is responsible for all aspects and facets of the Project, from start to completion, from compliance with Occupational Health and Safety regulations to compliance with all codes and statutes.
  - .1 The General Contractor will be responsible to take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
  - .2 All equipment shall be in safe operating condition and appropriate to the task.
  - .3 Only competent personnel will be permitted on site. During the site introduction, *only the Consultant* will determine who is competent. The General Contractor will cause to remove from the site any persons not observing or complying with safety requirements.
  - .4 The General Contractor shall comply with, and shall ensure that all of his Subcontractors, Suppliers, Installers etc., comply with all Federal, Provincial and Municipal Safety Codes and Regulations and the Occupational Health and Safety Act.
  - .5 The General Contractor shall supply competent personnel to implement his safety program and ensure that all Subcontractors comply with the Owner's standards, and those of the Occupational Health and Safety Act.
  - .6 The Owner will provide periodic monitoring to ensure that safety requirements are met, and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the Contract to be canceled and the General Contractor removed from the site.
  - .7 The Owner may hire Commissioners to perform inspections of building systems at the closing stages of the work of this contract. The General Contractor shall cooperate with and coordinate the work of the Owner's Commissioners on site.
  - .8 The General Contractor will report to the Owner and Jurisdictional Authorities any accident or incident involving personnel and/or property of the Contractor, Owner, or Public, arising from the General Contractor's or any of his Subcontractors' execution of the work.
  - .9 The General Contractor will include all provisions of this contract in any agreement with Subcontractors, and hold them equally responsible for safe work performance.
  - .10 If the General Contractor is responsible for a delay in the progress of the work due to an infraction of legislation or Owner Health and Safety requirements, the Contractor will, without additional cost to the Owner, work such overtime, and acquire and use for the execution of the work such additional labour and equipment as to be necessary in the sole opinion of the Owner's Representative and Consultant, to avoid delay in the final completion of the work or any operations thereof.

**1.32 MANUFACTURERS' INSTRUCTIONS**

- .1 Unless otherwise specified, the General Contractor and all his Subcontractors shall comply with manufacturer's latest printed instructions for materials and installation methods.
- .2 The General Contractor shall notify the Consultant in writing of any conflict between the Specifications and Manufacturer's Instructions and have same clarified.

**1.33 FIRE SAFETY**

- .1 The General Contractor and all of his Subcontractors must comply with requirements of standard for Building Construction Operations FC No. 301-1982, issued by the Fire Commissioner of Canada.
- .2 The appropriate clauses of the Ontario Building Code relating to fire protection shall be strictly followed.
- .3 The General Contractor shall provide and maintain free access to temporary or permanent fire hydrants acceptable to local fire department.

**1.34 CONSTRUCTION SAFETY**

- .1 The General Contractor and all his trades must observe and enforce construction safety measures required by Canadian Construction Safety Code, Workplace Safety & Insurance Owner, and Municipal statutes. In particular, the Ontario Construction Safety Act, the regulations of the Ontario Department of Labour and Ontario Hydro Safety Requirements shall be strictly enforced. In event of conflict between any provisions of above authorities the most stringent provisions will apply.
- .2 The General Contractor is reminded, once again, that it is he who is responsible for Occupational Health and Safety on this Project. The items listed below are only guidelines of the Owner's expectations in this regard and not to be construed to be comprehensive or total in nature.
- .3 The Owner will take every reasonable precaution to prevent injury or illness to members, employees and the public, participating in Owner activities, or performing their duties. This shall be accomplished by providing and maintaining a safe, health working environment by providing the education necessary to perform these activities or duties safely.
- .4 The Owner is vitally interested in the health and safety of all Contractors and their workers performing work for the Owner. Cooperation and support of the General Contractor in the protection of workers from injury or occupational disease is a major, continuing object of the Owner. To achieve these goals, the Owner, in concert with the Contractors, will endeavor to make every effort to ensure that the Contractors provide a work site which is a safe and healthy work environment. The Owner insists that all Contractors and their workers are dedicated to the continuing objective of reducing risk and injury.
- .5 The General Contractor covenants and agrees to comply with all statutory and other obligations, including, without limitation, the provisions of the Occupational Health and Safety Act (Ontario) and all Regulations thereto, and all amending and successor

legislation, including without limitation, Bill 208 (the “Act”) in connection with all work performed by either the Contractor, Subcontractors, or any Other Contractor on, or in connection with, the Project.

- .6 Without limiting the foregoing, for the purposes of this Contract, the General Contractor agrees that **he** shall be the “constructor” of the Project within the meaning of the Act, and as such, shall assume all the obligations and responsibilities, and observe all construction safety requirements and procedures, and duties of inspection imposed by the Act on the “constructor”, as therein defined, for all work and services performed by the General Contractor, Subcontractors and Other Contractors on or in connection with the Project.
- .7 The General Contractor further covenants and agrees that the Owner and its existing and former officers, trustees, employees and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as the “Owner”) shall be released from any obligations or liabilities otherwise imposed on the Owner, or on any of them, pursuant to the Act in connection with the Project, and that the General Contractor shall assume all liability and responsibility in connection with same.
- .8 The General Contractor agrees to save harmless and indemnify the Owner from any losses, damages, costs and expenses of any kind, or nature whatsoever, including all legal expenses, and all defense costs and related expert or consulting fees, incurred by the Owner, or any of them, arising in connection with the failure, default, or inability of the General Contractor of the Owner, or any of them, to comply with any of the aforementioned statutory, or other legal requirements, or arising in connection with any breach by the General Contractor of any of its covenants, agreements and obligations under this Contract.
- .9 The General Contractor shall inform and instruct Other Contractors that they, while performing work on this project, are under the authority of the Contractor. Other Contractors are to discuss and co-ordinate with, and follow instructions from, the General Contractor on all matters of site access, vehicles, deliveries, storage, temporary facilities, coordination with the work of other subcontractors, work methods, scheduling, labour conditions, construction safety, environmental protection, security and all other matters which relate to the safe and proper execution of construction work.
- .10 The General Contractor shall ensure that all supervisory personnel on job site are fully aware of the procedures and requirements outlined above and comply with all requirements specified.
- .11 All Contractors are responsible to ensure that all machinery and/or equipment are/is safe and that the workers perform their tasks in compliance with established safe work practices or procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.
- .12 The General Contractor shall be responsible for all persons and companies performing work, including Other Contractors, on this project, at all times, up to and including, the date of Substantial Performance of the Work. Authority for coordination and instructions relating to all matters which relate to the safe and proper execution of construction work shall rest with the General Contractor. The Contract Price must include the General Contractor’s fees for the coordination and supervision of the work of all Other Contractors.

- .13 In addition to the responsibility of all contractors as outlined above, Subcontractors will be held accountable for the health and safety of workers under their supervision.
- .14 Every worker must protect his/her own health and safety by working in compliance with the law and with safe work practices and procedures established by the authorities having jurisdiction.
- .15 All sections of the Occupational Health and Safety Act for Industrial Establishments, latest edition, and the Occupational Health and Safety Act for Construction projects, latest edition, shall be enforced, by the General Contractor, in their entirety, throughout the duration of the construction project.
- .16 The General Contractor shall provide the Consultant with the telephone number where the General Contractor or his representative can be reached at any time, day or night, for the duration of the contract.
- .17 Where an accident, explosion, or fire causes a person injury at the work place, and the worker is disabled from performing the usual task, the General Contractor shall prepare a written notice and shall forward same to the Ministry of Labour within four days of the occurrence with a copy to the Owner's Representative, who shall copy and inform the Owner's Supervisor of Health and Safety and/or the Owner's Joint Health and Safety Committee, containing such information and particulars as may be described.
- .18 Where a person is killed or critically injured from any cause at the work place, the General Contractor shall immediately call the Ministry of Labour. A written notice from the General Contractor shall be given to the Ministry of Labour within forty-eight hours after the occurrence, containing such information and particulars as may be prescribed, with copies to the Architect and the Owner's Representative.
- .19 The General Contractor is advised that the accident scene is under the jurisdiction of the Ministry of Labour and no wreckage, articles, etc., shall be interfered with, disturbed, destroyed, altered or carried away at the scene, or connected with the occurrence, until the Ministry of Labour has given permission.

### **1.35 INDEPENDENT TESTS AND INSPECTIONS**

- .1 The Contractor shall appoint inspection firms as directed by the Consultant and make payments from the Cash Allowances specified in Division noted, except for the following, which shall be included in the contract:
  - .1 Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.
  - .2 Inspection and testing performed exclusively for Contractor's convenience.
  - .3 Testing, adjustment and balancing of mechanical and electrical equipment and systems.
  - .4 Mill tests and certificates of compliance.
  - .5 Re-testing as already described in *Quality Control* of this Section.
- .2 The Consultant will authorize payment of inspection services from specified cash allowances.
- .3 The General Contractor shall furnish labour and facilities to:

- .1 Provide access to work to be inspected and tested.
- .2 Facilitate inspections and tests.
- .3 Make good work disturbed by inspection and test.
- .4 Pour concrete test cylinders and store as directed by Inspection Firm.
- .4 The General Contractor shall notify Inspection Firms sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of test.
- .5 Where materials are specified to be tested, the General Contractor shall deliver representative samples in required quantity to testing laboratory.

### **1.36 PERIODIC CLEANING**

- .1 Refer also to Section 01 74 11.
- .2 As part of the Tender, the General Contractor shall provide all necessary garbage bins through the duration of the project. The General Contractor shall ensure that the following is accomplished:
  - .1 Keep all areas of the Work clean and orderly, free from accumulation of dirt, debris, garbage, oily rags, excess material, or such other trash items. Remove such items for all areas of the Work on a daily basis.
  - .2 Vacuum and/or broom interior building areas when ready to receive painting and other finishes. Continue cleaning on an “as needed” basis until the building is ready for inspection and takeover.
  - .3 Schedule cleaning operations so that resulting dust and other contaminants do not affect wet, newly painted surfaces.
  - .4 In preparation for Substantial Performance and Occupancy, conduct inspections of all exposed interior and exterior surfaces.
  - .5 Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from all exposed interior and exterior finishes, including glass and other polished surfaces.
  - .6 Remove all protective film from switch plates and hardware, particular kick plates.
  - .7 Clean lighting reflectors, lenses and other lighting surfaces.
  - .8 Broom clean paved surfaces and rake clean other disturbed surfaces in the area of the Work, to remove site debris caused by the Work of this Contract. Inspect for damages and make good.
  - .9 Remove debris and surplus materials from the roof areas and accessible concealed spaces.
  - .10 Replace heating, ventilation and/or air conditioning filters through the entire building to the extent that they supply or return from the work areas, whether or not, the units were operated during construction operations.
  - .11 Refer to “cleaning” sections of the specifications for additional specific periodic and final clean up requirements.

### **1.37 TEMPORARY PROTECTION**

- .1 Properly protect the Work from any damage by the elements. In cold weather cover all exterior openings in the work areas likely to cause water damage.



- .2 During off hours and/or stages of suspended operations for whatever reasons, the General Contractor must assume all responsibility for protection against the elements, theft and/or vandalism. This applies to all work in progress and to any materials, products, tools, equipment, or other such items left at the work site.
- .3 Properly protect floors and roofs from any damage. Take special precautions when moving heavy loads or equipment over floors and roofs.
- .4 The General Contractor must keep floors free of oils, grease or other such materials likely to discolour them and/or affect bonding of applied surfaces.
- .5 The General Contractor must ensure that no part of the Work is loaded greater than it was designed for, when completed. Make any temporary support as strong as the permanent support. Place no load on concrete structure until it has sufficient strength to safely bear such load.
- .6 Protect glass and other finishes against heat, slab and weld splatters, using appropriate protective shields and covers.
- .7 The General Contractor must provide and maintain, in good working order, appropriately labeled ULC fire extinguishers, to the approval of Authorities Having Jurisdiction.
- .8 The General Contractor must provide a minimum of two safety helmets on site at all times for the use of the Consultant and any other Owner authorized visitors to the site. It is the General Contractor's responsibility to make certain that any such visitors wear the protective headgear and any other safety gear which may be necessary at that particular time of construction.

### 1.38 COMPLETION

- .1 Upon completion of the Work, all protection erected shall be removed, all damage to the Work and adjoining Work due to the lack or failure of such protection shall be made good and all debris, surplus materials tools equipment shall be removed from the work areas and the site, and the Project shall be left clean and tidy to the full and complete satisfaction of the Consultant and Owner Staff. The General Contractor shall give written notice to the Consultant, requesting final inspection of the completed Project.
- .2 Refer to the pertinent sections of the Specifications for requirements with respect to submission of *Record Documents*, *Maintenance Materials*, *Special Tools* and *Spare Parts*.

### 1.39 CONTINGENCY ALLOWANCE

- .1 Include in the Contract Price, a Contingency Allowance in the amount of **ten thousand dollars, (\$10,000.00) not including HST**.
- .2 Expend Contingency costs as directed by the Consultant, in writing, in accordance with the Contract
- .3 Contractor's charges for expenses and profit on Contingency cost expenditure shall not be included in Contract Price. Refer to the Contract for percentages of mark-ups.

- .4 Such charges shall be added to the net trade cost of each expenditure from the Contingency Allowance at the percentage rates noted in the Bid Documents.

#### **1.40 CASH ALLOWANCES**

- .1 Include in the Contract Price, a Cash Allowance in the amount of **five thousand dollars, (\$5,000.00) not including HST.**
- .2 Cash Allowances, unless otherwise specified, cover the net cost to the General Contractor of services, products, construction, machinery and equipment, freight, handling, unloading, storage installation and other authorized expenses incurred in performing the Work.
- .3 The Contract Price, *and not the Cash Allowance*, includes the General Contractor's profit and coordination costs in connection with all Cash Allowance expenditures.
- .4 The Contract Price will be adjusted by written order by the Consultant to provide for an excess or deficit to each Cash Allowance. Any unused portions of these allowances shall be returned to the Owner on the conclusion of the Contract.
- .5 A schedule shall be prepared jointly by the Consultant and the General Contractor to show when items called for under Cash Allowances, so that the progress of the Work is not delayed.
- .6 Exclusive of Deposits, which are the contractor's sole responsibility to provide as required of Authorities Having Jurisdiction, the following is a summary of the scope Cash Allowances to be included in the contract:
- .7 Expend both Cash Allowances as directed by the Consultant in writing. Allowances will be adjusted to actual cost with no adjustment to Contractor's charges. Cash expenditure must identify the H.S.T. separately.
- .9 Cash Allowance Breakdown of Items
  - .1 Testing and Inspections
  - .2 Preparation of digital As-Built Drawings (by consultants)
  - .3 Signage

#### **1.41 ALLOWANCES CARRIED IN DIVISIONS 15 AND 16**

- .1 Not Applicable

#### **1.42 SCHEDULE OF ALLOWANCES**

- .1 Material Allowances shall include the following:
  - .1 Net cost of Material
  - .2 Applicable taxes and duties
  - .3 Delivery to site
- .2 For Material Allowance, the contract shall include:
  - .1 Handling at site, including unloading, uncrating, storage and hoisting

- .2 Protection from elements, from damage
- .3 Labour, installation and finishing
- .4 Other expenses required to do cash allowance work (i.e. contract co-ordination)
- .5 Overhead and profit
- .3 Material and Installation Allowances shall include the following:
  - .1 Net cost of material
  - .2 Applicable taxes and duties
  - .3 Deliver to site
  - .4 Handling at site, including unloading, uncrating, storage and hoisting
  - .5 Labour, installation and finishing

#### **1.43 POLYCHLORINATED BIPHENYL (PCB)**

- .1 Conform to the Environmental Protection Act and Regulations, Ontario Regulation 11/82 as amended.

#### **1.44 USE OF CONSULTANTS'S DIGITAL DRAWINGS**

- .1 Where a contractor wishes to obtain a digital copy of consultant drawings for shop drawings or survey purposes, the consultant may elect to provide this drawing for a nominal fee. As this is the consultants' option, the contractor shall not anticipate provision of these digital drawings to meet the contract schedule.

#### **1.45 BUILDING DIMENSIONS**

- .1 Ensure that all necessary job dimensions are taken and all trades are co-coordinated for the proper execution of the work. Assume complete responsibility for the accuracy and completeness of such dimensions, and for co-ordination.
- .2 Verify that all work, as it proceeds, is executed in accordance with dimensions and positions indicated which maintain levels and clearances to adjacent work, as set out by requirements of the drawings, and ensure that work installed in error is rectified before construction resumes.
- .3 Check and verify all dimensions referring to the work and the interfacing of all services. Verify all dimensions, with the trade concerned when pertaining to the work of other trades. Be responsible to see that Subcontractors for various trades co-operate for the proper performance of the Work.
- .4 Avoid scaling directly from the drawings. If there is ambiguity or lack of information, immediately inform the Consultant. Be responsible for any change through the disregarding of this clause.
- .5 All details and measurements of any work which is to fit or to conform with work installed shall be taken at the building.
- .6 Advise Consultant of discrepancies and if there are omissions on drawings, including layout of items which affect aesthetics, or which interfere with services, equipment or surfaces. DO NOT PROCEED without direction from the Consultant.

- .7 Prepare interference drawings AND SUBMIT AS SHOP DRAWINGS IN ADVANCE OF PRODUCTION to properly co-ordinate the work in all ceiling spaces and where necessary. Coordinate these drawings with all Divisions. Refer also to Section 01 33 00.

#### **1.46 SETTING OF WORK AND REQUIRED SURVEYS**

- .1 This article not applicable to this project.

#### **1.47 LAYOUT OF WORK**

- .1 Layout work with respect to the work of all trades. Arrange mechanical and electrical work such as piping, ducts, conduits, panels, equipment and the like to suit the architectural and structural details.
- .2 Alterations necessary due to conflict and interference between trades, to be executed at no cost to the Owner unless notification is given in writing before Tender Closing Date.

#### **1.48 DOCUMENTS REQUIRED AT START, DURING & CLOSE-OUT OF CONSTRUCTION**

- .1 At Commencement of Contract
  - .1 If so required, Supply Performance Bond and Labour and Material Bond, in accordance with Section 00 21 13, Instructions to Bidders.
  - .2 Supply Public Liability and Property Damage Insurance Certificates, also Builder's Risk and Boiler Insurance as required of the Contract.
  - .3 Supply Certificates of good standing from WSIB for the General Contractor and all Subcontractors.
  - .4 Supply a complete Contract Sum Breakdown of all subtrades or parts of work and general expense items for approval by all consultants. Include Mechanical and Electrical Breakdowns for review and acceptance by Consultants.
  - .5 Supply a competent detailed Construction Schedule that has been reviewed and approved by major subtrades. Identify critical milestone dates for Renovations.
  - .6 Supply Cash Flow schedule of monthly progress payments in coordination with the Construction Schedule and plot as 'S' curve chart.
  - .7 Supply Schedule of Shop Drawing Submissions and identify list of long-lead items.
  - .8 Apply for and post and supply a copy of Notice of Project.
  - .9 Supply a copy of Health & Safety policy as well as post at the job site.
  - .10 Supply Shoring Designs and Method Statements of any aspects requiring shoring or as required of the construction sequence or specifications Sections.
  - .11 Supply interference drawings for all areas requested by the Architect, Mechanical Engineer or Electrical Engineer. Treat as Shop Drawings for approval.
- .2 During Construction
  - .1 Maintain as-built record drawings in clean condition.
  - .2 Organize regular Trade Coordination meetings.
  - .3 Provide at each bi-weekly site meeting a "Two-Week Look ahead" schedule that is updated for each meeting.

- .4 Organize separate, regular Owner and Consultant Job Meetings in accordance with Section 01 22 00.
- .5 Maintain a copy of up to date records on site including, but not limited to Permit Sets, Contract Documents updated with all addenda, all Changes issued by Consultants.
- .3 Monthly with Each Progress Payment Application
  - .1 Supply Monthly Progress Reports and Construction Schedule in accordance with Section 01 22 00.
  - .2 Adjust Allowances, as required.
  - .3 Current WSIB Form
  - .4 Confirm that payments are being made to subcontractors and suppliers by submission of original copies of the current versions of Statutory Declarations with the second and subsequent Progress Payment Application. Include both Statutory Declarations Form CCDC-9A for the General Contractor and CCDC-9B from subcontractors with each monthly Progress Payment Application. No payment will be made for unincorporated material on the site, unless Bill of Sale in proper format is provided.
- .4 Prior to Substantial Completion
  - .1 Provide detailed Completion Schedule a minimum of 21 days prior to Substantial Completion. Schedule to illustrate all trades and sequences required for completion and legal occupancy. Issue to Consultants and upon acceptance, to all trades.
  - .2 Coordinate Completion Schedule with commissioning period as directed by Consultant.
  - .3 Prior and as a requirement of owner acceptance of Substantial Completion of the work the following to be observed, executed and submitted:
    - .1 DEFICIENCIES ARE LISTED: prior to Substantial Completion, the contractor shall prepare a room by room deficiency list in electronic format on an MS Excel spreadsheet provided by the Consultant. Contractor shall print and review on site with consultants at a site meeting and post on each room or area. Contractor shall reissue back to Consultant, when updated, in Excel electronic format. This list will be acted upon by all trades and coordinated and updated weekly as a minimum by the General Contractor to ensure all deficiencies are addressed by the date required for Total Performance. Confirm in writing to the Architect when and on what dates each deficiency has been completed in a satisfactory manner. The Consultant's site review will be final approval.
    - .2 Acceptable preliminary submissions of all Mechanical and Electrical Operations and Maintenance Manuals have been reviewed by Consultants.
    - .3 Acceptable preliminary submissions of all Warranty and Shop Drawing Records have been reviewed by Consultants.
    - .4 All final clean-up to have been executed, as specified in Section 01 74 11.

- .5 Complete preliminary Balancing and provide preliminary Balancing Reports.
- .4 Failure to comply with these requirements shall have amounts withheld on Progress Payments and delay issuance of Certificate of Substantial Completion.
- .5 Note that Prior to the Release of Holdback, a similar Progress Claim is required, and must include current Statutory Declaration Forms CCDC-9A for the General Contractor and CCDC-9B from subcontractors updated to refer to the Previous Certificate of Payment.
- .5 Upon Completion (Refer also to 01 78 00 Close-Out Submittals)
  - .1 Upon completion of work before the Final Certificate of Payment is issued, the following to be observed, executed and submitted:
  - .2 DEFICIENCIES ARE COMPLETE. Confirm in writing to the Architect when and on what dates each deficiency has been completed in a satisfactory manner. The Consultant's site review will be final approval.
  - .3 Finishing Hardware, Inspection and Verification. Note requirements for qualified installation and inspection in Section 08 71 10- Door Hardware.
  - .4 Organize a Final Inspection tour at which to be present: the Owner's authorized representative; the Architectural, Structural, Mechanical and Electrical Consultants, and their supervisory personnel, if any; the Contractor and his superintendent.
  - .5 Where the above procedure is impossible or where any deficiencies remain outstanding, the Owner's representative and the Consultant concerned, to inspect and accept the affected work and/or material upon notification by the Contractor, that all deficiencies involving this Consultant have been made good.
  - .6 A complete release of all liens arising out of this Contract, other than his own. If a subcontractor or supplier refuses to furnish a release of such a lien, furnish a bond satisfactory to the Owner to indemnify him against any claim under such a lien.
  - .7 Certificates of good standing from the WSIB, for the General Contractor and all Subcontractors.
  - .8 All reference records, as specified, under Section 01 78 00.
  - .9 Certificate of Inspection from Mechanical and Electrical Engineers.
  - .10 Copies of all Lists of Deficiencies with each Deficiency verified when complete by only this project's job Superintendent. The Final List of Deficiencies to be signed, completed by all concerned, if accepted.
  - .11 Statement of Completion from General Contractor.
  - .12 Final adjustment of all Allowances.
  - .13 Certificates required by Provincial, Municipal and other authorities having jurisdiction. Including signed Building Permit.
  - .14 Provide 1 hard copy and one digital copy of as-built drawings and 1 hard copy and 1 digital copy of manuals, all as per timing, sequence and quantity noted in detail in Section 01 78 00

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3            Execution**

**3.1                NOT USED**

.1            Not used.

**END OF SECTION**

**Part 1 General**

**1.1 PROJECT MEETINGS FOR COORDINATION**

- .1 In consultation with the Consultant not later than the second week of construction, arrange for site meetings weekly or every 2 weeks as appropriate to the stage of construction, for project coordination. Such meetings shall fall at the same time each week the meeting is scheduled.
- .2 Responsible representatives of the Contractor's and Subcontractor's office and field forces and suppliers shall be obliged to attend.
- .3 Inform the Owner, Consultant, and those others whose attendance is obligatory, of the date of each meeting, in sufficient time to ensure their attendance.
- .4 Provide physical space for meetings, prepare an agenda, chair and record the minutes of each meeting. Relevant information must be made available to all concerned, in order that problems to be discussed may be expeditiously resolved. Identify "action by: \_\_\_\_\_".
- .5 Within three days after each meeting, distribute two copies of the minutes to each invited person and regular distribution list to be issued by the consultant.

**1.2 PRECONSTRUCTION MEETING**

- .1 Within 5 days after award of Contract, request a meeting of parties in contract to discuss and resolve administrative procedures and responsibilities.
- .2 Include in the agenda the following:
  - .1 Appointment of official representative of participants in the Work.
  - .2 Site Safety and Security
  - .3 Scheduling of Work. Schedule to include a detailed breakdown of mechanical and electrical works.
  - .4 Interference with ongoing business.
  - .5 Work by other Contractors.
  - .6 Schedule of submission of shop drawings and samples.
  - .7 Requirements for temporary facilities, site sign, offices, storage sheds utilities.
  - .8 Delivery schedule of specified equipment and identification of long-lead or other critical items.
  - .9 Site security.
  - .10 Procedures for Contemplated change notices, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements.
  - .11 Record drawings.
  - .12 Maintenance manuals.
  - .13 Take-over procedures, acceptance, warranties.
  - .14 Monthly progress claims, administrative procedures, photographs, holdbacks.
  - .15 Appointments of inspection and testing agencies or firms.



- .16 Insurances, transcript of policies.
- .17 Schedule for progress meetings.

### **1.3 PROJECT MEETINGS FOR PROGRESS OF WORK**

- .1 Conduct progress meetings in accordance with the schedule and/or decisions made at Preconstruction meeting.
- .2 Inform the Owner, Consultant, project consultants, Subcontractors and suppliers and those whose attendance is obligatory, of the date of the meeting, in sufficient time to ensure their attendance.
- .3 Include in the agenda the following:
  - .1 Site Safety and security record or incidents.
  - .2 Review, approval of minutes of previous meeting.
  - .3 Review of Work progress since previous meeting.
  - .4 Field observations, problems, conflicts.
  - .5 Problems which impede construction schedule.
  - .6 Review of off-site fabrication delivery schedules.
  - .7 Corrective measures and procedures to regain projected schedule.
  - .8 Revisions to construction schedule.
  - .9 Progress during succeeding work period as a “two-week look ahead”.
  - .10 Review submittal schedules: expedite as required.
  - .11 Maintenance of quality standards.
  - .12 Pending changes and substitutions.
  - .13 Review proposed changes for effect on construction schedule and on completion date.
  - .14 Other business.

### **1.4 PROGRESS RECORDS**

- .1 Maintain a permanent written record on the site of the progress of the work using standard OGCA form. This record shall be available to the Consultant at the site, and a copy shall be furnished to same on request. The record shall contain:
  - .1 Daily weather conditions including maximum and minimum temperatures.
  - .2 Dates of the commencement and completion of stage or portion of the work of each trade in each area of the project.
  - .3 Conditions encountered during excavation.
  - .4 Dates of erection and removal of formwork, in each area of the project.
  - .5 Dates of pouring the concrete in each area of the project, with quantity and Particulars of the concrete.
  - .6 Work force on project daily per trade and active hours.
  - .7 Visits to site by personnel of Consultant, Jurisdictional Authorities and testing companies.

## **1.5                    PROGRESS REPORTS**

- .1        Submit to the Consultant, Monthly Progress Reports consisting of a concise narrative and a marked-up summary schedule showing physical percentage complete by item and in total. These progress calculations must agree with the Progress Payment Claims. Include with this submission the digital schedule referenced below

## **1.6                    DIGITAL PROJECT SCHEDULES**

- .1        At the outset of the project, General Contractor to provide and maintain a digital project schedule including Milestone Dates and listing all trades.
- .2        Update and issue to Consultant in hard copy and electronic copy not less than monthly and at each Progress Draw. To be issued in format compatible with Microsoft Project program.
- .3        At 70% completion, develop a detailed Completion Schedule outlining final coordination and sequences to completion.

## **1.7                    DOCUMENTS REQUIRED AT PROJECT START, DURING CONSTRUCTION AND CLOSE OUT**

- .1        Refer to Section 01 11 00 – Summary of Work, article 1.46.

## **Part 2                Products**

### **2.1                    NOT USED**

- .1        Not used.

## **Part 3                Execution**

### **3.1                    NOT USED**

- .1        Not used.

**END OF SECTION**

**Part 1            General**

**1.1            SECTION INCLUDES**

- .1      Shop drawings and product data.
- .2      Samples and mock ups.

**1.2            SHOP DRAWINGS**

- .1      Submit to Architect, for review, shop drawings, product data and samples specified.
- .2      Until submission is reviewed, work involving relevant product must not proceed.

**1.3            SHOP DRAWINGS AND PRODUCT DATA**

- .1      The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- .2      Drawings to be originals prepared by Contractor, Subcontractor, Supplier or Distributor, which illustrate appropriate portion of work; showing fabrication, layout, setting or erection details as specified in appropriate Sections.
- .3      Identify details by reference to sheet and detail numbers shown on Contract Drawings.
- .4      Maximum sheet size 606 x 909 mm.
- .5      Reproductions for submissions: opaque diazo prints.

**1.4            PROJECT DATA**

- .1      Certain specification Sections specify that manufacturer's standard schematic drawings, catalogue sheets, diagrams schedules, performance charts, illustrations and other standard descriptive data will be accepted in lieu of shop drawings.
- .2      Above will only be accepted if they conform to following:
  - .1          Delete information which is not applicable to project.
  - .2          Supplement standard information to provide additional information applicable to project.
  - .3          Show dimensions and clearances required.
  - .4          Show performance characteristics and capacities.
  - .5          Show wiring diagrams (when requested) and controls.

**1.5            COORDINATION OF SUBMISSIONS**

- .1      Review shop drawings, product data and samples prior to submission.
- .2      Verify:
  - .1          Field measurements.
  - .2          Field construction criteria.

- .3 Catalogue numbers and similar data.
- .3 Co-ordinate each submission with requirement of work and Contract documents. Individual shop drawings will not be reviewed until all related drawings are available.
- .4 Contractor's responsibility for errors and omissions in submission is not relieved by Architect's review of submittals.
- .5 Contractor's responsibility for deviations in submission from requirements of Contract documents is not relieved by Architect's review of submission, unless Architect gives written acceptance of specified deviations.
- .6 Notify Architect, in writing at time of submission, of deviations from requirements of Contract documents.
- .7 After Architect's review, distribute copies.

## **1.6 SUBMISSION REQUIREMENTS**

- .1 Schedule submissions at least fourteen (14) days before dates that reviewed submissions will be required to be returned.
- .2 Submit one reproducible transparency, plus six (6) opaque diazo copies of shop drawings, product data to Architect for review.
- .3 Accompany submissions with transmittal letter, in duplicate, containing:
  - .1 Date.
  - .2 Project title and number.
  - .3 Contractor's name and address.
  - .4 Number of each shop drawing, product data and sample submitted.
  - .5 Other pertinent data.
- .4 Submissions must include:
  - .1 Date and revision dates.
  - .2 Project title and number.
  - .3 Name of:
    - .1 Contractor.
    - .2 Subcontractor.
    - .3 Supplier.
    - .4 Manufacturer.
    - .5 Separate detailer when pertinent.
- .5 Identification of product or material:
  - .1 Relation to adjacent structure or materials.
  - .2 Field dimensions, clearly identified as such.
  - .3 Specification Section number.
  - .4 Applicable standards, such as CSA or CGSB numbers.

- .5 Contractor's stamp, initialed or signed, certifying review of submission, verification of field measurements and compliance with Contract documents

## **1.7 INTERFERENCE DRAWINGS**

- .1 Prepare interference drawings for all work in confined space: all typical ceiling space conditions and atypical conditions. Coordinate with all trades.
- .2 Submit as shop drawings in advance of fabrication or installation of components. Site conditions requiring corrections, due to failure to provide interference drawings as required will be corrected at no additional cost to the owner.
- .3 Ceiling heights and bulkheads will not be revised during construction due to failure to prepare interference drawings.

## **1.8 SHORING DESIGN DRAWINGS**

- .1 If required as part of this project, or due to construction sequence, it is the contractor's responsibility to provide in advance of any work requiring shoring, detailed Shoring design drawings bearing the seal of a Professional engineer registered in the Province of Ontario and also a Method Statement describing the work sequence.
- .2 Submit to the Consultants as shop drawings in advance of the work.

## **1.9 LIST OF SAMPLE OR MOCK-UP SUBMITALS**

- .1 At the outset of the project the contractor shall prepare a comprehensive list of all shop drawings, sample submissions and mock ups required.
- .2 For assistance only, the following samples and mock up items to be provided are included but not limited to the list following (note this is not exclusive of data sheets and shop drawings):
- |    |          |                           |                     |
|----|----------|---------------------------|---------------------|
| .1 | 09 51 13 | Acoustical Panel Ceilings | samples (300 x 300) |
| .2 | 09 65 16 | Resilient Flooring        | samples             |
| .3 | 09 91 22 | Painting                  | draw downs, mock-up |

## **1.10 SUBMISSIONS TO INSPECTION AGENCIES**

- .1 Note that Paint formulations specified are to be submitted to the OPCA or MPI with set up documentation upon award of Contract.

## **Part 2 Products**

### **2.1 NOT USED**

- .1 Not Used.

<b>Part 3</b>	<b>Execution</b>
<b>3.1</b>	<b>NOT USED</b>
.1	Not Used.

**END OF SECTION**

**Part 1 General**

**1.1 DESCRIPTION**

- .1 This Section outlines the mandatory minimum Health and Safety protocols for all renovation, addition and new school construction Projects where all or a portion of the existing school building remains occupied and in use.
- .2 These Health and Safety protocols are mandatory minimum requirements, procedures and standards that the School Board insists are fully complied with by all parties involved with renovation projects.

**1.2 RELATED SECTIONS**

- .1 These specifications apply to all Divisions of this Project specification. It is the responsibility of the Contractor to apply these provisions wherever practical within specification limits to all products and services used on this Project.
- .2 The requirements of this Section supersede those of all other specification Sections and Drawings. Where conflicts exist in procedures, methods or materials, they shall immediately be brought to the attention of the Consultant and Board Project Manager. Where clarification is not immediately available, the Contractor shall assume the specifications contained in this Section are a minimum standard and the more stringent specification shall apply.
- .3 The Contractor must receive approval from Board Project Manager for any deviations from this specification Section.
- .4 The General Contractor shall recognize that it is *he* who is the Constructor of the Project. The General Contractor shall also recognize that he is solely responsible for site safety at the Place of the Work and compliance with the requirements of this Section does not limit or remove his total responsibility for site safety as Constructor of the Project.

**1.3 REFERENCES**

- .1 Applicable related regulations, standards and laws related to safety include but are not limited to:
  - .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
  - .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
    - .1 Material Safety Data Sheets (MSDS).
  - .3 Province of Ontario
    1. Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. 1990 June 2002.

**1.4 COMPLIANCE SPECIFICATION**

- .1 Notwithstanding the requirements of this Section, the Contractor must comply with all applicable health, safety and environmental regulations and statutes.

## **1.5 BEYOND COMPLIANCE SPECIFICATION**

- .1 These specifications apply in addition to all applicable health, safety and environmental compliance regulations. They are incorporated here to reflect the Board's intention to develop a specification which provides the safest practical procedures and policies for construction project sites that are occupied and in use by staff, students and visitors during the execution of the Construction Contract.
- .2 Beyond compliance specifications recognize that performance well beyond the minimum regulatory standard is often desirable, possible and affordable, often with no cost or low cost options. It also recognizes that application methods or protocols may be as important as the material specified. Therefore, these specifications cover both material and methods.
- .3 These provisions apply to both indoor and outdoor applications equally.

## **Part 2 Products**

### **2.1 NOT USED**

## **Part 3 Execution and Compliance Requirements**

### **3.1 APPLICATION OF COMPLIANCE REQUIREMENTS**

- .1 The articles setout herein are to be applied together as a set of related policies and procedures to achieve a comprehensive Health and Safety working protocol.
- .2 The Contractor shall execute all of the procedures and meet all of the requirements set out herein and apply these protocols from the outset of the Construction Phase.
- .3 These procedures or requirements are to be maintained for the duration of the Construction Phase. The Contractor shall not discontinue any of the individual procedures or requirements without the prior approval of the Board Project Manager.

### **3.2 SITE SUPERVISOR (SITE SUPERINTENDENT)**

- .1 A full-time Site Supervisor (Site Superintendent) is required on site, regardless of the number of active workers on site.
- .2 Site Superintendent shall have as a minimum:
  - .1 Recent, previous experience with renovation or addition projects involving occupied buildings including (but not limited to) school construction, sites with students, tenants, employees, retail customers, pedestrian and vehicular traffic.



- .2 Successful completion of a multi-session Supervisor's training course conducted by a recognised Construction Association in Ontario.
- .3 Site Superintendent must carry a cell phone at all times during construction with the ability to be reached directly during all work hours and the ability to have voicemail recorded and accessed during all non-work hours including weekends and holidays.
- .4 Site Superintendent must have means of live phone or walkie-talkie communication with the site Flagman during all work hours.
- .5 Site Superintendent shall not be changed throughout project unless confirmed and approved by the Board Project Manager.

### 3.3 ONTARIO OCCUPATIONAL HEALTH & SAFETY ACT AND REGULATIONS FOR CONSTRUCTION PROJECTS

- .1 General Contractor to comply with the Ontario Occupational Health & Safety Act and Regulations for Construction Projects, latest edition– including all amendments.
- .2 Beyond compliance in item .1 above, regardless of the number of labourers active on the Project, the General Contractor shall form a contractors' Health & Safety Committee at the outset of construction. This Committee shall then follow the standard requirements for such a Committee as set out in the *Occupational Health & Safety Act and Regulations for Construction Projects*.

### 3.4 ON-SITE COMMUNICATIONS

- .1 At the outset of the project the General Contractor shall provide to the Board Project Manager all relevant contact information for the Site Superintendent, GC Project Manager and key sub-contractors including names and cell phone numbers.
- .2 The General Contractor shall provide at least one "emergency contact" telephone number at which the Contractor's representative can be reached directly during all work hours and have the ability to have voicemail recorded during all non-work hours including weekends and holidays. As outlined below, this may be designated to the Site Superintendent's cell phone number.
- .3 Regardless of compliance method for the emergency contact telephone number stated above, the Site Superintendent must carry a cell phone at all times during construction with the ability to be reached directly during all work hours and the ability to have voicemail recorded during all non-work hours including weekends and holidays.
- .4 Site Superintendent must have means of live phone or walkie-talkie communication with the site Flagman during all work hours.
- .5 The Contractor is to ensure that the Board Project Manager is immediately apprised of any safety issues as each arises and the related request and/or resolution. The Board Project Manager is responsible for any decisions that have an effect on the contract execution.

- .6 Notwithstanding the reporting to the Project Manager noted above the Site Superintendent shall liaise with school principal or designate on all safety related matters as required on a daily basis.
- .7 In the event of a safety issue requiring contractual clarification or action (i.e. Change Notice, etc.), the contractor shall ensure that, where applicable, the action is followed up with appropriate documentation.

### **3.5 FULL-TIME ON-SITE FLAGMEN**

- .1 A full-time, designated Flagman is required at all vehicular construction entrances. Refer to drawings for the scope and locations.
- .2 In the event there is more than one entrance to the hoarded/fenced construction area, there must be a separate Flagman for each entrance.
- .3 Flagman may not be same person as Site Superintendent or other construction worker.
- .4 Flagman shall not be changed throughout the Project unless confirmed and approved by the Board Project Manager.
- .5 Flagman must have means of phone communication with Site Superintendent (phone or walkie-talkie).
- .6 The Flagman shall not be designated for any other duties than to act as a Flagman for safety purposes as described herein.
- .7 The Flagman shall meet and escort any construction traffic from the site **entrance** into and out of the hoarded/fenced construction area (including through open site areas until entrances to hoarding).
- .8 The Flagman shall only open hoarded areas when construction traffic moves through and immediately re-close gates.
- .9 The Flagman shall control construction parking at the school site (including vehicles parking or traveling in unauthorized areas).
- .10 The location of the Flagman shall be set to ensure the safe guarding of staff, student, and pedestrian traffic.
- .11 If not designated on the Contract Documents, the location of the Flagman shall be confirmed with the Board Project Manager and Consultant at the outset of the project and before the placement of hoarding and fencing.
- .12 Where the Contractor deems it necessary, in order for the Flagman to carry out the required full-time duties, the cost of a temporary shelter shall be included in the Tender Price.

- .13 The Flagman shall be properly attired to carry out his duties, including the use of safety equipment (e.g. wear reflective vest, have appropriate traffic hand-held “Stop” sign and have a visible identification tag).

### **3.6 SITE SAFETY SIGNAGE**

- .1 Standardised Safety Signage is required at all construction entrances.
- .2 If not designated on the Contract Documents, the location of the Safety Signage shall be confirmed with the Board Project Manager and Consultant at the outset of the Project and before the placement of hoarding and fencing.
- .3 Safety Signage is to be posted at all street entrances to school site and at each entrance to hoarded/fenced construction area.
- .4 Total surface area of signage is to avoid exceeding municipal standards that would require a separate signage permit.
- .5 Access signage text shall include cell phone contact number for Site Superintendent.
- .6 Signage posted at gates shall state restrictions on hours of entry and egress as described in the Contract Documents and under no circumstances shall construction traffic be allowed within 30 minutes prior to school start, during recess, lunch break, and 30 minutes after dismissal periods.

### **3.7 ACCESS/EGRESS CONTROLS**

- .1 At the outset of the Contract, the General Contractor shall advise all suppliers and subcontractors of the protocols listed herein and of the requirement to contact the Site Superintendent by Cell phone prior to entering the site.
- .2 The drivers of all construction vehicles entering the site, including delivery vehicle drivers, are to contact site Superintendent by cell phone prior to entering site; the Site Superintendent shall, in turn, give notice to the Flagman to be aware of the traffic and authorize the Flagman to allow entry of that vehicle.
- .3 Vehicular Gates are only for entry and exit of for construction purposes such as construction personnel, Authorities performing inspections, Board representative, delivery personnel, and disposal pickup and ONLY under escort by the Flagman. As such vehicular gates must remain closed and locked at all times and only opened for access/egress under escort by the Flagman, then closed and locked again.
- .4 Gates are to be lockable swing gates for vehicles and man gates at all access points to the hoarded/fenced construction area.

### **3.8 CONTRACTOR PARKING**

- .1 Contractor parking shall be restricted to hoarded areas or designated parking areas only where pre-approved by Board Project Manager and Principal.
- .2 Contractor parking is restricted from all off-site street areas that interfere with site specific parent drop-off and parking areas.

### **3.9 REQUIRED PRE-CONSTRUCTION MEETINGS**

- .1 Meeting 1: Contractor shall receive approval from the Architect and the Board Project Manager for parking, vehicular movement, access/egress strategies at a Pre-construction meeting taking place in advance of mobilizing on site.
- .2 Meeting 2: Once hoarding and fencing is erected BEFORE site construction is fully active and vehicles or equipment is mobilized on site, an initial site meeting shall take place at which time the layout of trailers and staging, deliveries, storage of materials, parking areas and vehicular movement to be reviewed and approved by the Board Project Manager.
- .3 See article 3.12- '*Site Meetings*' following.

### **3.10 CONSTRUCTION FENCING AND HOARDING**

- .1 Construction hoarding requirements shall be a site based decision to be determined by the Architect and the Board Project Manager at the design stage and shown on Contract Documents.
- .2 No fencing or hoarding shall be less than a continuous 1800 mm high.
- .3 In portions of the site where chain link is approved, it shall be continuous 1800 mm high chain link fencing, wire-tied to staked iron 'tees' at 1800 mm on centre - OR - leased, modular 'quick fencing' if staked down and wire tied together.
- .4 All fenced and hoarded areas to be gated with lockable vehicular and man gates-minimum construction to be steel rail and chain link construction.
- .5 Plastic snow fencing is NOT permitted.
- .6 All hoarding and fencing shall be maintained in a stable condition, for duration of construction period as part of the base contract price and to include Superintendent's inspection at the beginning and end of each work day.
- .7 All Fire Routes to be outside all fenced and hoarded areas and maintained clear at all times.
- .8 'Covered way' protection shall be provided when accesses or pathways are in proximity to construction, in accordance with Ministry of Labour *Occupational Health & Safety Act* Regulations.

### **3.11 HEALTH, WELLNESS & SAFETY DEPARTMENT REPRESENTATIVE**

- .1 A representative of the Board's Health, Wellness & Safety Dept. ('Environment, Health and Safety Officer') may visit site at any anytime throughout the duration of the Contract to review the site, as it relates to the safety of the occupied areas of the site. Such site review shall neither constitute an inspection or approval for the Contractor.
- .2 Concerns or issues identified by the representative from the Board's Health, Wellness & Safety Dept. shall be communicated through the Board Project Manager and the school Principal for corrective action.
- .3 Contractor shall ensure full access to all site areas, at all times, for the Board's Health, Wellness & Safety Department Representative.

### 3.12 SITE MEETINGS

- .1 Coordinate the requirements of this Section with *Section 01 22 00 – 'Meetings and Progress Reports'*.
- .2 Initial site meeting to take place after erecting fencing and hoarding but prior to the mobilisation of any vehicles, equipment or start of Work.
- .3 Contractor shall ensure that the Board Project Manager, School Principal and a representative of the Board's Health, Wellness & Safety Department and the School Principal attend the initial site meeting.
- .4 The initial meeting shall review and approve a standardised agenda for all site meetings and a thorough review of the Site Safety Protocol.
- .5 The standardised agenda shall include a Checklist and Report of Health and Safety items at the beginning of the agenda. This Checklist shall be included and each item reviewed at all site meetings for the duration of the project.
- .6 The Checklist of Site Safety items shall include but not be limited to:
  - .1 Contractor's report of site safety record and report of recent site activities, precautions or actions.
  - .2 Review any visits to the site and actions required by Ministry of Labour or Board Health, Wellness & Safety representatives or other Authorities Having Jurisdiction.
  - .3 Contractor's Health & Safety policy manual posted in site trailer.
  - .4 Copy of Ministry of Labour *Occupational Health & Safety Act and Regulations for Construction Projects* in site trailer.
  - .5 Name of General Contractor H&S representative.
  - .6 Continuing compliance with Safety Signage.
  - .7 Hoarding & fencing layout and condition.
  - .8 Access and egress measures and any breaches of requirements.
  - .9 Confirmation of communications link between Site Superintendent & Flagman.

- .10 Work that may produce any noxious odours and the containment measures, (*i.e.*: schedule, type, approvals required therefore).
- .11 Copies of Material Safety Data sheets in site trailer.
- .12 Complete meeting minutes including details of Safety Checklist shall be copied to Architect, Board Project Manager and Principal.
- .7 Contractor to produce record of written Memorandum to all subtrades and suppliers detailing but not limited to: hours of delivery; site access procedures and restrictions; use of existing facilities.
- .8 Contractor to prepare detailed and accurate written record of all meetings to be kept and issued to all parties.

### **3.13 CONTRACTOR'S HEALTH AND SAFETY COMMITTEE MEETINGS**

- .1 As required in item 3.1.2, the Contractor shall form a Health and Safety Committee, hold meetings and record minutes of meetings for the duration of the Contract.
- .2 Contractor to maintain a copy of Health & Safety Committee minutes on site for review by Ministry of Labour or Board representative(s).

**END OF SECTION**

**Part 1 General**

**1.1 SECTION INCLUDES**

- .1 Health and safety considerations required to ensure due diligence towards health and safety on construction sites, and meets the requirements laid out Occupational Health and Safety - Construction.

**1.2 RELATED SECTIONS**

- .1 These specifications apply to all divisions of this project specification. It is the responsibility of the Contractor to apply these provisions wherever practical within specification limits to all products and services used on this project.
- .2 Recognized that currently specified materials and methods may conflict with the basic intention of this section. Where reasonable alternate materials and methods exist that are not specified here, and that do not compromise quality or create additional cost for the Owner, notify the Consultant of such alternate materials or methods. Do not proceed to use alternate materials or methods to those specified without the express approval of the Consultant.
- .3 Elsewhere, apply the provisions of this section to all work. Exceptions can only be made when signed off by the Consultant. Suitability of all products used is the responsibility of the Contractor.

**1.3 REFERENCES**

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS).
  - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Ontario
  - .1 Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. [1990 June 2002].

**1.4 COMPLIANCE SPECIFICATION**

- .1 The Contractor must comply with all applicable health, safety and environmental regulations.

**1.5 BEYOND COMPLIANCE SPECIFICATION**

- .1 These specifications apply in addition to all applicable health, safety and environmental compliance regulations. They are incorporated here to reflect the Owner's intention to develop a specification which maximizes environmentally "friendly" materials and methods wherever possible within current technical and budget limitations.
- .2 Beyond compliance specifications recognize that performance well beyond the minimum regulatory standard is often desirable, possible and affordable, often with no cost or low cost options. It also recognizes that application methods or protocols may be as important

as the material specified. Therefore these specifications cover both material and methods.

- .3 The primary goal of beyond compliance specification is to reduce the use of products or methods which have negative health and environmental impacts both during and after construction. These considerations may include full life cycle impacts, associated with raw materials, manufacturing, transport, deconstruction and their eventual fate.
- .4 These specifications will specifically address primary categories of readily identifiable products, ingredients and methods.
- .5 These provisions apply to both indoor and outdoor applications equally.

## **1.6 EXCEPTIONS**

- .1 These specifications recognize that not all substitutes are equal and therefore exceptions can be made based on substantive evidence of necessary and superior performance. Special considerations may be given to restricted substances when secondary provisions are made such as sealed in place (contained) applications. All such exceptions must be approved in writing by the Consultant.

## **1.7 PRODUCTS OR SUBSTANCES TO BE AVOIDED OR LIMITED IN USE**

- .1 No product containing the following substances may be used on this project when an equivalent product without or with a lower concentration of this substance is suitable and available. All products containing substances which are known to cause health effects including but not limited to cancer, mutagenic, neurological, or behavioral effects should be avoided if suitable substitutes not containing or containing lower concentrations are available. This provision shall be limited to information contained on Material Safety Data Sheets, therefore MSDS sheets must be reviewed for all products for which such sheets are required. Applications for exceptions must be accompanied by related MSDS and product application and performance sheets, clearly showing a need for the exception.

## **1.8 VOLATILE ORGANIC COMPOUNDS**

- .1 No product containing volatile organic compounds (in over simplified terms volatile petro chemical or similar plant derived solvents) may be used on this project when a suitable non VOC or failing that a low VOC substitute is available. Manufacturers may refer to the U.S. EPA definition of VOC's for guidance or alternatively use the low molecular weight organic compound descriptor.
  - .1 Example: Paints, Coatings, Primer, Adhesives, Chalks, Firestops, etc.
- .2 Waterborne equivalents are available for most of the solvent borne products used in construction and in most cases would be the preferred alternative. Waterborne products may in some instances have high VOC contents; therefore the fact that a product is waterborne does not automatically make it acceptable.

## **1.9 CHLORINATED SUBSTANCES**

- .1 Poly Vinyl Chloride (vinyl) and other chlorinated products should be avoided if suitable substitutes are available.



**1.10 PLASTICIZERS**

- .1 Plasticizers which off-gas (low molecular weight) should be avoided.

**1.11 MAN MADE MINERAL FIBRES**

- .1 Products containing mineral fibres which can be emitted or abraded should be avoided.
  - .1 Examples: duct liner, mineral fibre ceiling tiles, etc.

**1.12 RADIATION**

- .1 Products or methods which result in the lowest emission of Electro Magnetic Fields are preferred.

**1.13 BIOCIDES**

- .1 Products containing biocides (pesticides, miticides, mildewicides, fungicides, rodenticides, etc.) are not to be used if suitable alternatives are available. Highly stable, low human toxicity biocides such as Portercept may be acceptable substitutes. Biocide formulas which break down, emit powders or offgass should be avoided.

**1.14 HEAVY METALS**

- .1 Heavy metals such as lead, cadmium, mercury etc. should be avoided.

**1.15 ALUMINUM**

- .1 Raw aluminum should be avoided, anodized or factory painted aluminum is acceptable. This is particularly applicable to surfaces which people can touch.

**1.16 OZONE DEPLETING SUBSTANCES**

- .1 Products which contain or which use Ozone Depleting Substances such as Bromide, Chlorofluorocarbons (CFC) or Hydrofluorocarbons (HFC) etc. should be avoided if suitable substitutes are available.

**1.17 GREENHOUSE GASES**

- .1 Products which contain, use or generate Greenhouse gasses such as CO<sub>2</sub> should be avoided if suitable substitutes are available.

**1.18 BITUMINOUS (Tar) PRODUCTS**

- .1 Products containing tar compounds should not be used if suitable substitutes are available.

**1.19 CHEMICAL COMPOUNDS**

- .1 Products containing the following chemical compounds should not be used if suitable substitutes are available: Neoprene, Latex, Butyl, ABS, and Formaldehyde.

**1.20 ADHESIVES**

- .1 Adhesives containing solvents or other non preferred ingredients should be avoided if suitable substitutes are available, including systems designs which do not need adhesives or can use mechanical etc. fastening alternatives

**1.21 COMPOSITE PRODUCTS**

- .1 Some composite products contain adhesives such as formaldehyde which are not preferred, and some composites such as Fibre Reinforced Plastics are not practical for recycling. These products should be avoided if suitable substitutes are available.

**1.22 CLEANERS AND SOLVENTS**

- .1 Products, equipment, and methods which require the use of cleaners and solvents are not preferred if suitable substitutes are available. Examples of preferred products would include No Wax floors, or primerless caulks and adhesives, or products not requiring caulks and adhesives.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not used.

**END OF SECTION**

**Part 1            General**

**1.1                FIRES**

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

**1.2                DISPOSAL OF WASTES**

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

**1.3                DRAINAGE**

- .1        Refer also to Section 31 23 10.
- .2        Provide temporary drainage and pumping as necessary to keep excavations and site free from water.
- .3        Do not pump water containing suspended materials into waterways, sewer or drainage systems.
- .4        Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authority requirements.

**1.4                SITE CLEARING AND PLANT PROTECTION**

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

**1.5                POLLUTION CONTROL**

- .1        Maintain temporary erosion and pollution control features installed under previous contract and to be provided new under this contract and as requested by local Municipal and Regional Authorities.
- .2        Install, maintain, restore, replace sediment control fence as required by Municipal and Regional authorities. The fence shall be in accordance with Municipal standards.
- .3        Install, maintain, restore, replace roadside catchbasin sediment protection at all street catch basin in accordance with Municipal standards.
- .3        Install, maintain, restore, replace catchbasin sediment barrier immediately after installation of catch basins on the property in accordance with Municipal Standards.

- .4 If shown on drawings, install and maintain a temporary mud mat as part of the base contract price. Maintain in good condition to avoid contaminating public streets and sewers. Remove and reinstate surfaces as part of the contract.
- .5 Control emissions from equipment and plant to local authorities emission requirements.
- .6 Prevent sandblasting, concrete block cutting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
- .7 Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

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**Part 1            General**

**1.1            SECTION INCLUDES**

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

**1.2            RELATED SECTIONS**

- .1      Section 1 33 00 - Submittal Procedures.
- .2      Section 01 78 00 - Closeout Submittals.
- .3      Section 01 11 00, article 1.14 – Quality Control

**1.3            REFERENCES**

- .1      Stipulated Price Contract.

**1.4            INSPECTION**

- .1      General: Materials and workmanship shall be subject to inspection at any time. Cooperate in permitting access for inspection to all places where work is being done or stock is being stored.
- .2      Owner's quality control inspection and testing is specified in the technical sections and will be paid from Cash Allowance except as otherwise specified. Contractor to be responsible to pay for inspections and retesting to verify acceptability of work requiring correction.
- .3      Allow Consultant access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.
- .4      Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by Consultant instructions, or law of Place of Work.
- .5      If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.
- .6      Consultant may order any part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction.

**1.5 ACCESS TO WORK**

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

**1.6 PROCEDURES**

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

**1.7 REJECTED WORK**

- .1 Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by Consultant as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- .2 Make good other Contractor's work damaged by such removals or replacements promptly.

**1.8 TESTS AND MIX DESIGNS**

- .1 Furnish test results and mix designs as may be requested.
- .2 The cost of tests and mix designs beyond those called for in Contract Documents or beyond those required by law of Place of Work shall be appraised by Consultant and may be authorized as recoverable.
- .3 Allow sufficient time for testing, evaluation, alterations and retesting so as not to interrupt the Progress Schedule for the Project.
- .4 The Consultant may require testing of connections and special prefabricated inserts, as part of the work of this Section.

**1.9 MOCK-UPS**

- .1 Refer to partial list of mock ups in Section 01 33 00 - Submittal Procedures
- .2 Prepare mock-ups for Work specifically requested in specifications. Include for Work of all Sections required to provide mock-ups.
- .3 Construct in all locations acceptable to Consultant.

- .4 Prepare mock-ups for Consultant's review with reasonable promptness and in an orderly sequence, so as not to cause any delay in Work.
- .5 Failure to prepare mock-ups in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .6 If requested, Consultant will assist in preparing a schedule fixing dates for preparation.
- .7 Remove mock-up at conclusion of Work or when acceptable to Consultant.
- .8 Mock-ups may remain as part of Work only if previously agreed to by consultant and accepted as acceptable quality upon completion..
- .9 Specification section identifies whether mock-up may remain as part of Work or if it is to be removed and when.

**1.10 MILL TESTS**

- .1 Submit mill test certificates as required of specification Sections.

**1.11 EQUIPMENT AND SYSTEMS**

- .1 Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.

**1.12 SEALANTS**

- .1 Refer also to Section 07 92 10.
- .2 Sealants used for the various building envelope assemblies shall be selected from those specified in the respective assembly Section, and shall be coordinated with the sealant being provided under other building envelope Sections. Preferably, one sealant by the same manufacturer shall be used throughout. If different sealants are selected, from those specified, it is the responsibility of the respective Section to ensure compatibility between selected sealant, substrates, and sealants of other Sections which come in contact with the selected sealant.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

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**Part 1            General**

**1.1            SECTION INCLUDES**

- .1      Temporary utilities.

**1.2            RELATED SECTIONS**

- .1      Section 01 52 00 - Construction Facilities.
- .2      Section 01 56 00 – Temporary Barriers and Enclosures.

**1.3            INSTALLATION AND REMOVAL**

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

**1.4            DEWATERING**

- .1      Refer also to Sections 31 23 10 and 01 35 43.
- .2      Provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

**1.5            WATER SUPPLY**

- .1      Use of the school water supply may be acceptable providing it does not disrupt school services. Water usage from existing services is at the discretion of the school project manager. Otherwise, arrange, pay for and maintain temporary water supply in accordance with governing regulations and ordinances. Provide for water as require whether available in the vicinity of the site or not.

**1.6            TEMPORARY HEATING AND VENTILATION**

- .1      Pay for cost of temporary heat and ventilation used during construction, including costs of installation, fuel, operation, maintenance and removal of equipment. Use of direct-fired heaters discharging waste products into work areas will not be permitted unless prior approvals given by the Architect.
- .2      Furnish and install temporary heat and ventilation in enclosed areas, as required to:
  - .1      Facilitate progress of work.
  - .2      Protect work and products against dampness and cold.
  - .3      Prevent moisture condensation on surfaces.
  - .4      Provide ambient temperatures and humidity for storage, installation, curing of materials.
  - .5      Provide adequate ventilation to meet health regulations for safe working environment.
- .3      Maintain minimum temperature of 10 degrees C or higher where specified as soon as finishing work is commenced and maintained until acceptance of structure by Engineer.



- .4 Ventilating:
  - .1 Prevent hazardous accumulations of dust, fumes, mists, vapours or gases in areas occupied during construction.
  - .2 Provide local exhaust ventilation to prevent harmful accumulation of hazardous substances into atmosphere of occupied areas.
  - .3 Dispose of exhaust materials in manner that will not result in harmful exposure to persons.
  - .4 Ventilate storage spaces containing hazardous or volatile materials.
  - .5 Ventilate temporary sanitary facilities.
  - .6 Continue operation of ventilation and exhaust system for time after cessation of work process to assure removal of harmful elements.
- .5 Maintain strict supervision of operation of temporary heating and ventilating equipment to:
  - .1 Conform with applicable codes and standards.
  - .2 Enforce safe practices.
  - .3 Prevent abuse of services.
  - .4 Prevent damage to finishes.
  - .5 Vent direct -fired combustion units to outside.
- .6 The Architect may permit the use of permanent system providing agreement can be reached on:
  - .1 Conditions of use, special equipment, protection and maintenance.
  - .2 Guarantees will not be affected.
  - .3 Approval of the Owner.
- 7. Refer to Section 011100, item 1.30. 'Periodic Cleaning' for replacement of filters at time of final acceptance of work.

## **1.7 TEMPORARY COMMUNICATION FACILITIES**

- .1 For duration of contract, it is expected that the Site Superintendent and General Contractor Project Manager, use and pay for cell phone services and equipment necessary for own use and communication with Owner and Consultants.

## **1.8 FIRE PROTECTION**

- .1 Provide and maintain temporary fire protection equipment during performance of Work required by [insurance companies having jurisdiction] [and] governing codes, regulations and bylaws.
- .2 Burning rubbish and construction waste materials is not permitted on site.

## **1.9 POWER**

- .1 Temporary power is available at the site subject to the approval of the Board Project Manager and the following:

- .1 power connections can be made without interruption to the school's power supply during the period of school occupancy.
- .2 the contractor can isolate power usage or itemized based on previous power usage records, such that costs for power usage by the contractor shall be tracked and paid for by the contractor.
- .2 Contractors may bid this project on the assumption that temporary power is available at the site on the basis as described above.
- .3 ~~During the tender period, determine if power will be available in the vicinity of the project site. If no power is deemed available, include costs for generation of power required to carry out the work for the duration required to complete the Project. Provide written clarification at the time of Tender of estimated costs included in the Tender Price. The Board will not consider payment of generated power unless this written clarification is provided at the time of Tender.~~
- .4 Arrange, pay for and maintain temporary electrical power supply in accordance with governing regulations and ordinances.
- .5 Install temporary facilities for power such as pole lines and underground cables to approval of local power supply authority.
- .6 Electrical power and lighting systems installed under this Contract may be used for construction requirements with prior approval of Architect, provided that guarantees are not affected. Make good damage. Replace lamps which have been used over period of three (3) months.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

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**Part 1            General**

**1.1                SECTION INCLUDES**

- .1      Construction aids.
- .2      Office and sheds.
- .3      Parking.

**1.2                RELATED SECTIONS**

- .1      Section 01 51 00 - Temporary Utilities.
- .2      Section 01 56 00 - Temporary Barriers and Enclosures.

**1.3                REFERENCES**

- .1      CCDC 2 – 2020 Stipulated Price Contract.
- .2      Canadian General Standards Board (CGSB)
  - .1      CGSB 1-GP-189M-84, Primer, Alkyd, Wood, Exterior.
  - .2      CGSB 1.59-97, Alkyd Exterior Gloss Enamel.
- .3      Canadian Standards Association (CSA International)
  - .1      CAN3-A23.1-/A23.2-94, Concrete Materials and Methods for Concrete Construction/Method of Test for Concrete.
  - .2      CSA-0121-M1978, Douglas Fir Plywood.
  - .3      CAN/CSA-Z321-96, Signs and Symbols for the Occupational Environment.

**1.4                INSTALLATION AND REMOVAL**

- .1      Provide construction facilities in order to execute work expeditiously.
- .2      Remove from site all such work after use.

**1.5                SCAFFOLDING**

- .1      All necessary scaffolding shall be provided and constructed according to all by-laws and safety regulations. It shall be removed promptly and completely when no longer required.
- .2      As required by Ministry or Labour, design of scaffolding or hoarding shall be by a Professional Engineer.

**1.6                ACCESS**

- .1      Provide and maintain adequate access to project site.
- .2      The General Contractor for this Work shall, at all times allow the Consultants, the Board, or any other Board commissioned contractor or their employees, access into the building or around the premises, undisturbed, whether union or non-union, as may be required in the execution of other portions of the building work and installation of equipment, etc.

- .3 The General Contractor shall cooperate fully with any and all Board commissioned Contractors.

#### **1.7 HOISTING**

- .1 Provide, operate and maintain hoists & cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for use thereof.
- .2 Hoists & cranes shall be operated by qualified operator.

#### **1.8 ELEVATORS**

- .1 Permanent elevators may not be used by construction personnel for transporting of materials unless coordinated with the Architect or Structural Engineer.
- .2 Provide protective coverings for finish surfaces of cars and entrances.

#### **1.9 SITE STORAGE/LOADING**

- .1 Provide adequate weather tight sheds with raised floors, for storage of materials, tools and equipment which are subject to damage by weather.

#### **1.10 CONSTRUCTION PARKING**

- .1 Provide, on site, sufficient temporary parking.

#### **1.11 OFFICES**

- .1 Provide office heated to 22 degrees Celsius, lighted 750 Lx and ventilated, of sufficient size to accommodate site meetings and furnished with drawing lay down table, telephone, and facsimile machine. Pay telephone not acceptable.
- .2 Maintain in clean condition.
- .3 Provide and maintain in clean condition: two separate plans layout tables, minimum 1200 x 1800 mm each. One table shall be used by the General Contractor and subcontractors at their discretion. The second shall be provided for use by subcontractors and by the consultant or Inspection and Testing Companies during site visits or project meetings.

#### **1.12 EQUIPMENT, TOOL AND MATERIALS STORAGE**

- .1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with work activities.

#### **1.13 SANITARY FACILITIES**

- .1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

- .2 Post notices and take such precautions, as required, by local health authorities. Keep area and premises in sanitary condition.
- .3 When the school is not occupied, at the discretion of the Board Project Manager, a school washroom may be designated for contractor's use, provided it is maintained in a clean condition at all times. Otherwise, when permanent water and drain connections are completed, provide temporary water closets and urinals complete with temporary enclosures, inside building. Permanent facilities may be used on approval of Board Project Manager or Architect.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                SECTION INCLUDES**

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

**1.2                RELATED SECTIONS**

- .1        Section 01 51 00 - Temporary Utilities.
- .2        Section 01 52 00 - Construction Facilities.
- .3        Section 01 11 00 - Summary of Work.

**1.3                REFERENCES**

- .1        Canadian General Standards Board (CGSB)
  - .1        CGSB 1.189M- [84], Primer, Alkyd, Wood, Exterior.
  - .2        CGSB 1.59- [97], Alkyd Exterior Gloss Enamel.
- .2        Canadian Standards Association (CSA International)
  - .1        CSA-O121- [M1978], Douglas Fir Plywood.

**1.4                INSTALLATION AND REMOVAL**

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

**1.5                SITE ENCLOSURES**

- .1        Refer to Section 01 11 00- Summary of Work, article 1.8 'Construction Fencing' for clarification of existing fence on site.' Maintain fences in good repair.

**1.6                WEATHER ENCLOSURES**

- .1        Provide temporary weathertight enclosures protection for exterior openings until permanently enclosed.
- .2        Erect enclosures to allow access for installation of materials and working inside enclosure.
- .3        Design enclosures to withstand wind pressure.
- .4        Close off floor areas where walls are not finished; seal off other openings; enclose building interior work for temporary heat.

**1.7 DUST TIGHT SCREENS**

- .1 Provide dust tight screens, insulated and fire rated temporary partitions as required to separate work areas and localize dust generating activities, and for protection of workers, equipment and finished areas of work and the public.
- .2 Maintain and relocate protection until such work is complete.

**1.8 ACCESS TO SITE**

- .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

**1.9 PUBLIC TRAFFIC FLOW**

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

**1.10 FIRE ROUTES**

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

**1.11 PROTECTION FOR OFF-SITE AND PUBLIC PROPERTY**

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

**1.12 PROTECTION OF BUILDING FINISHES**

- .1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- .2 Provide necessary screens, covers, and hoardings.
- .3 Confirm with Consultant locations and installation schedule 5 days prior to installation.
- .4 Be responsible for damage incurred due to lack of or improper protection.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3            EXECUTION**

**3.1                NOT USED**

.1            Not Used

**END OF SECTION**



**Part 1            General**

**1.1            SECTION INCLUDES**

- .1       Requirements and limitations for cutting and patching the Work.
- .2       The responsibilities of this section includes but is not limited to the following item(s), including all related labour and materials necessary to successfully complete the installation of same as detailed on the Drawings.
- .3       The cutting, removal and disposal and patching of masonry wall sections in locations of all new electrical panels and for all mechanical ducts passing through masonry walls or walls of any other construction not automatically accommodated in new work by the mason.
- .4       The cutting, removal and patching of all penetrations required for mechanical and electrical services through floors, ceilings and walls.
- .5       The supply and installation of a Portland cement based leveling skim coat as required to provide an acceptable surface for the installation of new VCT tile to any rooms as described on drawings to receive such flooring.
- .6       All other work not listed in other Sections, but detailed on the Drawings.

**1.2            RELATED SECTIONS**

- .1       Section 01 11 00 - Summary of Work.
- .2       Section 04 21 13- Brick Masonry
- .3       Section 01 33 00 - Submittal Procedures.
- .4       Section 08 11 14- Metal Doors and Frames
- .5       Section 08 71 15 – Finish Hardware
- .6       Section 09 91 22- Painting
- .7       Section 09 21 16- Gypsum Board Assemblies
- .8       Section 09 51 13- Acoustic Panel Ceilings
- .9       Section 10 11 25- Manufactured Specialties
- .10      Mechanical and Electrical Sections.
- .11      Individual product Sections: cutting and patching incidental to work of section. Advance notification to other sections required.

**1.3            SUBMITTALS**

- .1       Submit written request in advance of cutting or alteration which affects:

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

#### **1.4 MATERIALS**

- .1 Required for original installation.
- .2 Change in Materials: Submit request for substitution in accordance with Section 01 33 00 - Submittal Procedures.
- .3 Concrete lintel block, reinforcing steel and concrete fill for openings if required at new penetrations in walls or steel lintels as may be permitted by consultant.
- .4 Portland Cement based Concrete Patching Compound compatible with new slab, precast concrete slabs or other flooring to make good a smooth, suitable surface to accept the direct application of new VCT or resilient sheet flooring.
- .5 Portland Cement based Concrete for new floor openings or floor leveling, or patching of floor openings.
- .6 All other materials not listed in other Sections, but detailed on the Drawings.

#### **1.5 EXECUTION**

- .1 The Trades requiring cuts, holes or sleeves for their work shall locate them.
- .2 Do not cut, drill or sleeve load-bearing members without obtaining prior written approval from the Consultant for each condition.
- .3 Cut holes carefully, leaving holes no longer than required, with clean, true and smooth edges.
- .4 Fit items to the tolerances established by industry 'Best Practice' standard for applicable type of work.

- .5 Make patches undetectable in the finished work. All other work not listed in other Sections, but detailed on the Drawings, is to be done in a professional manner and to the industry 'Best Practice' standard for the described work.
- .6 Execute cutting, fitting, and patching including excavation and fill if required, to complete Work.
- .7 Fit several parts together, to integrate with other Work.
- .8 Uncover Work to install ill-timed Work.
- .9 Remove and replace defective and non-conforming Work.
- .10 Provide openings in non-structural elements of Work for penetrations of mechanical and electrical Work.
- .11 Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- .12 Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- .13 Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed on masonry work without prior approval.
- .14 Restore work with new products in accordance with requirements of Contract Documents.
- .15 Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- .16 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with firestopping material, full thickness of the construction element.
- .17 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.
- .18 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3            Execution**

**3.1                NOT USED**

.1            Not Used.

**END OF SECTION**

**Part 1: General**

**.1 SECTION INCLUDES**

- .1 Progressive cleaning.
- .2 Final cleaning.

**.2 RELATED SECTION**

- .1 Section 01 77 00 - Closeout Procedures.
- .2 Section 01 11 00 – Summary of Work.

**.3 REFERENCE STANDARDS**

- .1 CCDC 2 – 2020 Stipulated Price Contract.

**.4 GENERAL CLEANINESS DURING CONSTRUCTION**

- .1 Refer also to Section 01 11 10, item 1.33 'Periodic Cleaning' and coordinate with this Section.
- .2 Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
- .3 Store volatile wastes in covered metal containers, and remove from premises daily.
- .4 Prevent accumulation of wastes which create hazardous conditions.
- .5 Provide adequate ventilation during use of volatile or noxious substances.
- .6 Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .7 Provide on-site dump containers for collection of waste materials, and rubbish.
- .8 Remove waste materials, and rubbish from site.
- .9 Schedule cleaning operations so that resulting dust and other contaminants will not fall on wet, newly painted surfaces.
- .10 Sandblast and wirebrush and existing exterior finishes to be internalized within new addition.

**.5 FINAL CLEANING**

- .1 At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all surfaces exposed to view; leave project clean and ready for occupancy.
- .2 Broom-clean paved surfaces; rake clean other surfaces of grounds.

- .3 Remove snow and ice from access to building, if applicable.
- .4 Maintain cleaning until project, or portion thereof, is occupied by Owner.

**Products**

- .1 NOT USED**
  - .1 Not Used.

**Execution**

- .1 NOT USED**
  - .1 Not Used.

**END OF SECTION**

**Part 1            General**

**1.1                REFERENCES**

- .1        Section 01 11 00 - Summary of Work, article 1.44.
- .2        CCDC 2 - 2020 Stipulated Price Contract.

**1.2                INSPECTION AND DECLARATION**

- .1        Refer to Section 01 11 00 – Summary of Work, article 1.46 for a detailed list of requirements.
- .2        Contractor's Inspection: Contractor and Subcontractors: conduct inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
  - .1        Notify Consultant in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
- .3        Consultant's Inspection: Consultant and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor to correct Work accordingly.
- .4        Completion: submit written certificate that following have been performed:
  - .1        Work has been completed and inspected for compliance with Contract Documents.
  - .2        Defects have been corrected and deficiencies have been completed.
  - .3        Equipment and systems have been tested, adjusted and balanced and are fully operational.
  - .4        Certificates required by Fire Commissioner and Utility companies have been submitted.
  - .5        Operation of systems has been demonstrated to Owner's personnel.
  - .6        Work is complete and ready for final inspection.
- .5        Final Inspection: when items noted above are completed, request final inspection of Work by Owner, Consultant and Contractor If Work is deemed incomplete by Owner and Consultant, complete outstanding items and request re-inspection.
- .6        Declaration of Substantial Performance: when Owner and Consultant consider deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance.
- .7        Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
- .8        Final Payment: when Owner and Consultant consider final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. If Work is deemed incomplete by Owner and Consultant, complete outstanding items and request re-inspection.

- .9 Payment of Holdback: after issuance of Certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with the Stipulated Price Contract.

### **1.3 CLEANING**

- .1 In accordance with Section 01 74 11 – Cleaning.
- .2 Remove waste and surplus materials, rubbish and construction facilities from the site immediately following completion of work and prior to final inspection.

### **Part 2 Products**

#### **2.1 NOT USED**

- .1 Not Used.

### **Part 3 Execution**

#### **3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**



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**Part 1            General**

**1.1                SECTION INCLUDES**

- .1      As-built, samples, and specifications.
- .2      Equipment and systems.
- .3      Product data, materials and finishes, and related information.
- .4      Operation and maintenance data.
- .5      Spare parts, special tools and maintenance materials.
- .6      Warranties and bonds.
- .7      Final site survey.

**1.2                RELATED SECTIONS**

- .1      Section 01 45 00 - Quality Control.
- .2      Section 01 77 00 - Closeout Procedures.
- .3      Section 01 78 10 - Guarantee/Warranty Form
- .4      Section 01 91 00 - Commissioning.
- .5      Mechanical Division: Commissioning
- .6      Section 01 11 00 Summary of Work, article 1.43.

**1.3                SUBMISSION**

- .1      Submit one copy of completed project operation and maintenance volumes and as-built drawings in final form 15 days prior to substantial performance. For equipment put into use with Owner's permission during construction, submit Operating and Maintenance Manuals within 10 days after start-up. For items of Work delayed materially beyond date of Substantial Performance, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.
- .2      Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- .3      Copy will be returned after inspection with Consultant's comments.
- .4      Revise content of documents as required prior to final submittal.
- .5      Submit 2 copies of revised volumes of data in final form within 10 days after final inspection.
- .6      For contract drawings (architectural, site services, landscaping, structural, mechanical, and electrical), transfer neatly as-built notations onto second and third set and submit all

three sets. Cost of only the transfer of these as-built sets into digital format is paid from Cash Allowance. Completion of digital as-built to the Consultant is a mandatory requirement of Total Completion of the Contract.

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

#### **1.4 FORMAT**

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

#### **1.5 CONTENTS - EACH VOLUME**

- .1 Table of Contents: provide title of project;
  - .1 date of submission; names,
  - .2 Addresses, and telephone numbers of Consultant and Contractor with name of responsible parties;
  - .3 Schedule of products and systems, indexed to content of volume.
- .2 For each product or system:
  - .1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.
- .3 Product Data: mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.

- .4 Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- .5 Typewritten Text: as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

## **1.6 AS-BUILTS AND SAMPLES**

- .1 In addition to requirements in Sections 00 21 13 Instructions to Bidders, 01 11 00 Summary of Work and the Stipulated Price Contract terms, maintain at the site for Owner one record copy of:
  - .1 Contract Drawings.
  - .2 Specifications.
  - .3 Addenda.
  - .4 Change Orders and other modifications to the Contract.
  - .5 Reviewed shop drawings, product data, and samples.
  - .6 Field test records.
  - .7 Inspection certificates.
  - .8 Manufacturer's certificates.
- .2 Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- .3 Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- .4 Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- .5 Keep record documents and samples available for inspection by Consultant.

## **1.7 RECORDING ACTUAL SITE CONDITIONS**

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

- .3 Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
- .4 Field changes of dimension and detail.
- .5 Changes made by change orders.
- .6 Details not on original Contract Drawings.
- .7 References to related shop drawings and modifications.
- .5 Specifications: legibly mark each item to record actual construction, including:
  - .1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
  - .2 Changes made by Addenda and change orders.
- .6 Other Documents: maintain manufacturer's certifications, inspection certifications, and field test records, required by individual specifications sections.

## **1.8 DIGITAL AS-BUILT DRAWINGS**

- .1 Retain the services of a CAD drafting company acceptable to the Consultant.
- .2 Transfer to digital file all information recorded on As-Built drawings. Layering of information as per Consultant's instructions.
- .3 The Consultant will provide CAD file of contract documents.
- .4 The cost for preparing digital As-Built drawings will be deducted from the Cash Allowances.

## **1.9 EQUIPMENT AND SYSTEMS**

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

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

#### **1.10 MATERIALS AND FINISHES**

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

#### **1.11 MAINTENANCE MATERIALS**

- .1 On completion of project, submit to Architect two (2) copies of Operations Data and Maintenance Manual in English, made up as follows:
  - .1 Bind data in vinyl hard covered, 3 ring loose leaf binder for 215 x 280 mm size paper.
  - .2 Enclose title sheet, labeled "Operation Data and Maintenance Manual", project name, date and list of contents.
  - .3 Organize contents into applicable sections of work to parallel project's specification break-down. Mark each section by labeled tabs protected with celluloid covers fastened to hard paper dividing sheets.
- .2 Include following information, plus data specified.
  - .1 Maintenance instruction for finished surface and materials.
  - .2 Copy of hardware and paint schedules.

- .3 Description, operation and maintenance instructions for equipment and systems, including complete list of equipment and parts list. Indicate nameplate information such as make, size, capacity, serial number.
- .4 Names, addresses and phone numbers of sub-contractors and suppliers.
- .5 Guarantees, Warranties and bonds showing:
  - .1 Name and address of project.
  - .2 Guarantee commencement date (date of Final Certificate of Completion).
  - .3 Duration of guarantee.
  - .4 Clear indication of what is being guaranteed and what remedial action will be taken under guarantee.
  - .5 Signature and seal of Contractor.
  - .6 Additional material used in project listed under various Sections showing name of manufacturer and source of supply.
- .3 Neatly type lists and notes. Use clear drawings, diagrams or manufacturers' literature.
- .4 Include one complete set of final shop drawings (bound separately) indicating corrections and changes made during fabrication and installation.

#### **1.12 STORAGE, HANDLING AND PROTECTION**

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

#### **1.13 WARRANTIES AND BONDS**

- .1 Refer to Section 00 21 13 'Instructions to Bidders' for bonding requirements for this project, both at the time of tender submission and throughout the duration of the construction period.
- .2 Refer to the Stipulated Price Contract for Warranty requirements and conditions for the standard warranty which is required for the work of this contract.
- .3 Extended warranties are required to be issued by manufacturers, fabricators, suppliers and/or installers, sometimes jointly, due to their unique position in the construction process and their ability to guarantee a particular section of work. Refer to individual requirements of extended warranties requested as well as Section 01 11 00 article 1.36.
- .4 Unless specifically noted otherwise, all extended warranties shall commence on the date of Substantial Performance of the Work as certified by the Consultant.
- .5 Separate each warranty or bond with index tab sheets keyed to Table of Contents listing.

- .6 List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal. Use Guarantee/Warranty Form as provided in Section 017810 Sample Guarantee/Warranty Form, whenever standard preprinted trade or manufacturer's Guarantee/Warranty forms are not available. Provide written form for each warranty specified in Section 01 11 00 Summary of Work, Article 1.36.
- .7 Obtain warranties and bonds, executed in duplicate by subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work.
- .8 Date at beginning of time of warranty start shall be Date of Substantial Performance.
- .9 Verify that documents are in proper form, contain full information, and are notarized.
- .10 Co-execute submittals when required.
- .11 Retain warranties and bonds until time specified for submittal.

**Part 2 Products**

**2.1 NOT USED**

- .1 Not Used.

**Part 3 Execution**

**3.1 NOT USED**

- .1 Not Used.

**END OF SECTION**

**1. GENERAL**

1. To be made out on the letterhead of Guarantor or Warrantor which usually is a Subcontractor.
2. This format is to be used only when standard preprinted trade or manufacturer's forms are not available. Preprinted forms are to include all elements of information shown on this sample or as a minimum.
3. Comply with Requirements for Guarantee/Warranty as specified in Section 01 78 10, Closeout Submittals.

To: The Halton Catholic District School Board

Date: \_\_\_\_\_

SECTION \_\_\_\_\_

TITLE \_\_\_\_\_

**GUARANTEE/WARRANTY TO:**

OWNER The Halton Catholic District School Board

PROJECT Exterior Upgrades to Notre Dame Catholic Secondary School

ARCHITECT Hossack Architecture

REFERENCE (to specifications or drawings)

TIME Period of Guarantee/Warranty: \_\_\_\_\_ years

GUARANTEE/  
WARRANTY Starting Date: Substantial Performance as certified by Consultant

Date: \_\_\_\_\_

(Description of Guarantee/Warranty)

\_\_\_\_\_  
\_\_\_\_\_  
Upon written notification from the Owner or the Consultant that the above work is defective any repair or replacement work required shall be to the Consultant's satisfaction at no cost to the Owner.

This guarantee shall not apply to defects caused by the work of others, maltreatment of materials, negligence or Acts of God.

**SUBCONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Authorized Signing  
Officer:

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
Title

Name of Firm:

Address:

Telephone Number

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Authorized Signing  
Officer:

\_\_\_\_\_  
(Name Printed)

\_\_\_\_\_  
Title

Name of Firm:

CORPORATE SEAL

Address:

Telephone Number

**END OF SECTION**

## PART 1 GENERAL

### 1.1 Existing Site Photos

These photographs are provided for convenience only. Bidders remain responsible to inspect the site and assume existing site conditions. The following photos were taken November 2024 & April 2025.























