



Cortx Consulting Inc.

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## **SPECIFICATIONS**

**for**

## **MECHANICAL AND ELECTRICAL RETROFIT**

1 Hamilton St S, Waterdown ON

Issued for Tender

Issue Date: June 9, 2026

Project No.: 26MEP-VP35

### **PREPARED FOR:**

Victoria Park Community Homes Inc.

155 Queen St. N.

Hamilton, ON L8R 2V6

Attn.: Rizwan Zaeem

### **PREPARED BY:**

Cortx Consulting Inc.

[admin@cortxconsulting.com](mailto:admin@cortxconsulting.com)

647-513-7022

CK Engineering Inc. (mechanical, electrical)

[info@ckengs.net](mailto:info@ckengs.net)

905-631-1115

KALOS Engineering Inc. (structural)

[info@kaloseng.ca](mailto:info@kaloseng.ca)

905-333-9119

**Tender Meeting:**      **June 16, 2026**      at      **9:00 AM**

**Closing Date:**      **June 30, 2026**      at      **2:00 PM**

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Refer to Structural Drawings for Specifications

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### **Supplemental Attachments**

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1. Asbestos Survey Report (24 pages including cover and Appendices B, D)

**END OF 00 01 10**

## 1. GENERAL

- .1 **Intent:** This is an invitation by Victoria Park Community Homes Inc. (the Owner) to prospective Bidders for the mechanical and electrical retrofit (the Work) of 831 Queenston Rd, Stoney Creek, Ontario (the Place of Work).
- .2 **Form of Contract:** The successful Bidder (hereafter, the Contractor) will be required to execute the Canadian Standard Construction Document CCDC-2 2020 Stipulated Price Contract.
- .3 **Constructor Status:** The Contractor is to assume the role and duties of the 'Constructor' as defined by the Ontario Occupational Health and Safety Act, which includes submitting the formal 'Notice of Project' and providing a competent site supervisor.
- .4 **Labour Affiliations:** Bidders must ensure that their personnel and Subcontractors with union affiliations are compatible with other unions working on-site to avoid jurisdictional conflicts.

## 2. AVAILABLE PROJECT INFORMATION

- .1 **Availability:** Currently, no supplemental project information is available beyond what is explicitly included in the formal Bid Documents. Carefully review the provided Mechanical, Structural, and Electrical Drawings to understand the scope of work required. All trade-specific technical Specifications are contained in the Drawings.
- .2 **Use and Reliance:** Should any supplemental project information be made available to fulfill the Owner's disclosure duties, it is provided for informational purposes only. Bidders must interpret and draw their own conclusions regarding its contents, including its time-sensitivity. The Owner and Consultant assume no liability or responsibility for such interpretations.
- .3 **Contract Precedence:** Supplemental project information shall not be construed as contract requirements unless expressly incorporated into the Drawings or Specifications. In the event of any conflict, the Drawings and Specifications shall strictly govern.
- .4 **Bid Preparation:** Bidders, acting reasonably, may rely on available project information in preparing their bids, subject to any stated qualifications within that information and the strict precedence of the formal Bid Documents.

## 3. BID SUBMISSION PROTOCOL

- .1 **Electronic Submission:** Tenders must be submitted via email in PDF format using the provided Bid Form. Verbal, telephoned, or faxed bids will not be accepted.

- .2 **Signatory Parties:** Provide company name, name, and signature of the duly authorized person(s). Insert under each signature the duly authorized person's capacity to act on behalf of the company, partnership, or sole proprietorship.
- .3 **Bid Modification:** A bid may be modified or withdrawn via email (see Section 8 below on the required format for emails) before the bid closing time (see Section 10 below for the exact time), provided that the request states the nature of the modification/withdrawal and is signed by a duly authorized person.
- .4 **Modification Submission Requirements:** When submitting a bid modification or a new replacement bid, the Bidder must provide a completely new Bid Form. The submission must be completed in its entirety and include all required information, regardless of whether the information within has changed.
- .5 **Irrevocability:** All bids submitted on or after the bid closing time shall remain open to acceptance by the Owner and shall be irrevocable for a period of thirty (30) days from the bid closing time, or until another Bidder enters into a contract with the Owner for performance of the Work, whichever occurs first.
- .6 **Bid Recipient:** Direct all bids in writing via email to the Owner:

Victoria Park Community Homes  
Attention: Rizwan Zaeem  
Email address: [capital@vpch.com](mailto:capital@vpch.com)

Furthermore, use the following subject title for all bid submissions:

“26MEP-VP35 Tender Submission – {insert name of bid proponent here}”

#### 4. SITE EXAMINATION & CONDITIONS

- .1 **Site Visit:** A pre-bid meeting and tour of the Place of Work (the "Tender Meeting") will be conducted on **June 16, 2026, at 9:00 AM EST**. Attendees shall assemble at the front entrance facing Hamilton St S.
- .2 **Purpose:** The objective of the site meeting is to review the full extent of the Work in person, allowing proponents to accurately assess existing conditions and project requirements. For clarity, existing conditions are defined to be the condition that the Place of Work is in, immediately prior to the bid closing time.
- .3 **Inspection Acknowledgement:** Although *attendance is not mandatory*, it is strongly encouraged. The submission of a bid will be considered an explicit acknowledgement that the Bidder has made a complete and thorough inspection of the site and fully understands the conditions to be encountered in performing the Work.

- .4 **Binding Information:** No formal meeting minutes will be issued for the Tender Meeting. Any issues, questions, or clarifications arising from the site visit will be addressed exclusively through a written Addendum (see Section 8 below). Bidders must not rely upon any verbal information or informal instructions provided during the site visit unless expressly confirmed by an Addendum.

## 5. PRICING, ALLOWANCES, AND SUBSTITUTIONS

- .1 **Bid Scope:** Prices shall include all costs (labour, material, equipment, permits, overhead, and profit) necessary to deliver a complete and operational mechanical and electrical system.
- .2 **Taxes:** Include all applicable customs duties and taxes in effect at closing, *except* for Harmonized Sales Tax (HST). HST must be identified separately on the Bid Form.
- .3 **Fixed Price:** Bids are to be for a Stipulated Lump Sum without escalation clauses or other qualifications. Do not include the amounts for the Separate Price Items (Electrical) in your final total.

## 6. CONTRACT SECURITY & INSURANCE

- .1 **Contract Security Requirement:** The Contractor must provide a Performance Bond in the amount of 50% of the Contract Price, and a Labour & Materials Payment Bond in the amount of 50% of the Contract Price. Each bond shall include a period of maintenance of two (2) years after the final completion of the Work. The cost of these bonds must be included in the Base Bid.
- .2 **Bond Standardization:** Bonds shall be in accordance with the latest edition of the Canadian Construction Documents Committee (CCDC) Standard Form of Performance Bond, CCDC 221 and Standard Form of Labour and Material Payment Bond, CCDC 222.
- .3 **Confirmation of Bonding Source:** Bidders shall supply confirmation of ability to provide Contract Security in the form an Agreement to Bond Letter from a duly licensed surety company authorized to transact the business of suretyship in Ontario.
- .4 **Bond Signing Requirements:** Once the Letter of Intent is issued by the Owner or once the Contractor is notified of intent to award the contract by the Owner, the Bonds are to be submitted to the Owner within five (5) days. They shall name the Owner as the obligee, Canada Mortgage and Housing Corporation (CMHC) as the dual obligee (i.e., under a dual obligee rider), and shall be signed, sealed, and dated by both the Contractor and surety company.

- .5 **Proof of Insurance:** Bidders must provide a Certificate of Insurance with requirements as per CCDC2 (2020) GC 11 and CCDC 41 (2020), demonstrating the following minimum coverages:
  - .1 General Liability: \$10,000,000
  - .2 Automobile Liability: \$10,000,000
  - .3 Professional Liability: \$5,000,000
- .6 **Additional Insureds Required:** The Contractor shall submit to the Owner within five (5) days of contract award an amended copy of the Certificate of Insurance naming Victoria Park Community Homes Inc., CK Engineering Inc., and Kalos Engineering Inc. as additional insureds.
- .7 **WSIB:** A valid WSIB Clearance Certificate is required with all bid submissions.

## 7. PROJECT EXECUTION EXPECTATIONS

- .1 **Concurrent Projects:** The Owner may hire other contractors to work on the site simultaneously. The Contractor agrees to cooperate with other contractors regarding schedule, storage areas, and access.
- .2 **Warranties:** The Contractor shall warrant the Work (covering both labour and material) for a period of one (1) year from the date of Substantial Performance.
- .3 **Warranties by Others:** The Contractor shall provide a letter from each specified material manufacturer, stating that the Contractor is qualified to obtain all specified warranties. The Contractor shall furthermore provide certificates from each specified material manufacturer, stating that the Contractor is trained, certified, and qualified to install all materials as specified.
- .4 **Progress Meetings:** Bi-weekly progress meetings will be held on-site to review status, schedule, and potential issues, requiring attendance from the Contractor, Owner, and Consultant.

## 8. INQUIRIES AND ADDENDA

- .1 **Document Examination & Discrepancies:** Bidders shall thoroughly examine the Bid Documents and promptly notify the Consultant of any perceived errors, omissions, discrepancies, conflicts, or ambiguities. All necessary clarifications or corrections will be addressed and issued to all Bidders exclusively via a formal written Addendum.
- .2 **Submission of Inquiries:** Direct all notifications, questions, and clarification requests in writing via email to the Consultant:

Paul Deng  
Cortx Consulting Inc.  
Email address: [pdeng@cortxconsulting.com](mailto:pdeng@cortxconsulting.com)

Furthermore, use the following subject title for all inquiry emails:

“26MEP-VP35 Tender Question – {insert name of bid proponent here}”

- .3 **Non-Binding Communications:** Replies to inquiries, interpretations, or modifications made verbally, informally via email, or in any manner other than a formal written Addendum are strictly non-binding and do not form part of the Bid Documents.
- .4 **Addenda Distribution:** Addenda may also be issued for other reasons throughout the bid period as deemed necessary. Bidders who have submitted inquiries, bids, or formally registered their contact email at the Tender Meeting will be notified promptly. However, all Bidders are expected to proactively monitor the designated Tender Documents Download Location (see Section 9 below) for updates prior to the bid closing time.
- .5 **Addenda Acknowledgement:** Each Bidder is responsible for ascertaining that they have received all issued Addenda prior to submission. Bidders must list and explicitly acknowledge the receipt of all Addenda in the provided space on the Tender Form. Failure to acknowledge one or more Addenda may result in immediate bid disqualification.

## 9. TENDER DOCUMENTS DOWNLOAD LOCATION

- .1 All Bid Documents, including specifications, drawings, and any subsequently issued Addenda, are hosted and available for download in PDF format from the Consultant's secure Microsoft SharePoint directory at: [Cortx Consulting SharePoint Portal](#)

## 10. BID CLOSING TIME

- .1 **Deadline:** Bids must be submitted in accordance with the protocols outlined in **3.** (above) no later than **2:00 PM EST on June 30, 2026.**
- .2 **Extensions:** The Owner reserves the right to extend the bid closing time or alter the schedule, which will be communicated formally by Addendum.

## 11. BID ACCEPTANCE

- .1 **Owner's Discretion:** The Owner reserves the right to open bids privately, waive minor irregularities, and accept or reject any or all bids at their sole discretion. The lowest bid will not necessarily be accepted.

- .2 **Disqualification:** The Owner may disqualify bids that are late, incomplete, compromised, contain qualifying conditions, or fail to satisfy mandatory requirements. Bidders must substantiate their competence if requested by the Owner.
- .3 **Right to Negotiate:** The Owner reserves the right to negotiate contract terms, scope, and price with the lowest compliant Bidder, or with multiple Bidders concurrently or separately, without canceling all bids. If a reduced bid price or agreement cannot be reached, the Owner may invite compliant Bidders to re-bid on modified Bid Documents.
- .4 **Bidder Liability and Waiver of Claims:** All costs, expenses, and damages incurred during bid preparation or subsequent negotiations shall be borne strictly by the Bidder. By submitting a bid, the Bidder releases and waives any claims for compensation or damages of any kind—including claims for fundamental breach—relating to the bid process, review delays, or the rejection of any bids.
- .5 **Award and Notification:** A binding Contract will be established if and when the successful Bidder receives unconditional written notification of acceptance from the Owner. If the notification contains conditions, the Contract is established only when the Bidder accepts all conditions in writing or the parties execute the agreement. Upon award, the successful Bidder will be informed in writing. Unsuccessful Bidders will subsequently be notified in writing, though the final accepted lowest bid price will not necessarily be disclosed.

**END OF 00 21 13**

### BID FORM

Project: Mechanical and Electrical Retrofit (26MEP-VP35)  
1 Hamilton St S, Waterdown ON

To (Owner): Victoria Park Community Homes Inc.

Submitted to: Victoria Park Community Homes Inc.  
155 Queen St. N., Hamilton ON L8R 2V6  
Attention: Rizwan Zaeem

From:

We, \_\_\_\_\_  
(name of company)

of \_\_\_\_\_  
(business address)

After careful examination, review, and understanding of the Bid Documents and Addendum(s) No. \_\_\_ to No. \_\_\_, and having visited the Place of Work to review and familiarize ourselves with the existing site conditions impacting the specified Work, hereby offer and agree to enter into a contract to perform the Work in accordance with the Bid Documents for the combined stipulated and unit price of:

\$ \_\_\_\_\_

Canadian Dollars (\$ \_\_\_\_\_),

which excludes the Harmonized Sales Tax, applicable to the combined stipulated and unit price in the amount of:

\$ \_\_\_\_\_

Canadian Dollars (\$ \_\_\_\_\_).

The total cost of the Work, including the Harmonized Sales Tax is:

\$ \_\_\_\_\_

Canadian Dollars (\$ \_\_\_\_\_).

**We hereby declare that:**

- .1 We are qualified to perform the Work in accordance with the Bid Documents, and our bid price covers all obligations necessary for the performance of the Work.
- .2 We agree to commence the Work within \_\_\_ calendar days of the award of Contract, weather permitting, or by the \_\_\_ day of \_\_\_\_\_, 2026.
- .3 We agree to complete the Work within \_\_\_ working days from the date of mobilization, and attain Ready-for-Takeover by the \_\_\_ day of \_\_\_\_\_, 2026.
- .4 We agree to perform the Work in accordance with an agreed schedule to be prepared after the award of Contract.
- .5 The full-time workforce will include a minimum of \_\_\_ persons.
- .6 This bid is made without any connection, comparison of figures, or arrangements with any other competitor, and is in all respects fair and without collusion or fraud.
- .7 No person, firm, or corporation other than the Bidder has any interest in this tender or in the proposed Contract.
- .8 All bid form supplements called for by the Bid Documents form an integral part of this bid.

**Signed, sealed and submitted for and on behalf of:**

\_\_\_\_\_  
(name of company)

\_\_\_\_\_  
(business address)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(name and title)

Dated at this \_\_\_ day of \_\_\_\_\_, 2026.

The following tables of prices include the specified cost, overhead, profit, and any applicable taxes in force at the date of tender with the exception of the Harmonized Sales Tax (HST). The cumulative HST is shown as a separate line item before the final tally.

**SCHEDULE OF PRICES (GENERAL)**

Item	Description	Price
1.1	Mobilization, Access, and Protection	\$
2.1	Bonding	\$
3.1	Contingency Allowance	\$

**SCHEDULE OF PRICES (MECHANICAL)**

Item	Description	Price
4.	Demolition Work	
4.1	a. Demolition of three (3) existing gas-fired domestic hot water boilers, including existing gas piping, flue venting, and associated piping.	\$
	b. Demolition of four (4) existing hot water storage tanks and one (1) expansion tank, including all associated piping.	\$
	c. Demolition of the existing recirculation pump including all associated piping and accessories.	\$
4.2	a. Demolition of ten (10) existing exhaust fans, including associated roof ducts, curbs and duct supports.	\$
	b. Demolition of two (2) existing gas-fired make-up air units, including all associated accessories.	\$
	c. Clean all existing exhaust and supply duct risers	\$
5.	New Installations	
5.1	a. Supply and install three (3) new hot water storage tanks, one (1) electric hot water tank, and one (1) expansion tank, complete with all associated accessories and fittings.	\$
	b. Supply and install one (1) new mixing valve and one (1) domestic hot water recirculation pump complete with associated accessories.	\$
	c. Supply and install two (2) new air source heat pump water heaters, including all associated piping, accessories, controls.	\$
5.2	a. Supply and install three (6) new exhaust fans complete with associated accessories extend the existing exhaust duct and connect to the new exhaust fan	\$
	b. Supply and install two (2) energy recovery ventilators (ERVs) and two (2) condensing units, including ductwork, all associated accessories and controls.	\$
	c. Supply and install a wall-mounted split air-conditioning unit in the basement electrical room, including the outdoor unit and all necessary connections.	\$
6.1	Testing and balancing (reports inclusive)	\$
7.1	Closeout documents, Operating and Maintenance Manuals	\$
	<b>Mechanical Subtotal (in CAD, excluding HST)</b>	<b>\$</b>

**SCHEDULE OF PRICES (STRUCTURAL)**

Item	Description	Price
8.1	Conduct GPR scanning of the portions of reinforced concrete slab being demolished to locate any embedded conduits, services, and rebar strands.	\$
9.1	Neatly sawcut portion of existing concrete slab-on-grade. Provide new reinforced concrete pad footing. Repair slab-on-grade.	\$
10.1	Provide temporary shoring prior to any removals. Neatly sawcut portion of existing reinforced concrete slab for conduit risers. Supply and install two (2) W150x14 beams around perimeter of neatly sawcut floor openings. Supply and install one (1) 3.5"x3.5"x3/16" HSS post complete with a cap plate to beam and base plate to existing floor slab. <b>Repeat installation on all floors where openings occur.</b>	\$
11.1	Supply and install fire rated CFS shaft wall assemblies enclosing the conduit risers on each floor. Supply and install electrical closet sliding doors at floors with electrical panels.	\$
12.1	Provide new concrete housekeeping pads as required by electrical and mechanical.	\$
13.1	Supply and install a steel beam and stub column frame for ERV-1, ERV-2, ASHP-1, and ASHP-2 rooftop units complete with column cap plates and bearing plates as required.	\$
	<b>Structural Subtotal (in CAD, excluding HST)</b>	\$

**SCHEDULE OF PRICES (ELECTRICAL)**

Item	Description	Price
14.1	Permits	\$
15.1	Electrical Demolition/Relocation	\$
16.	Exterior site work, conduits, wiring, duct banks	
	a. Material	\$
	b. Labour	\$
17.	Distribution equipment	
	a. Material	\$
	b. Labour	\$
18.	Interior lighting fixtures and controls	
	a. Material	\$
	b. Labour	\$
19.	Interior conduit and branch wiring power and lighting	

	a. Material	\$
	b. Labour	\$
20.	Interior conduit and wiring fire alarm	
	a. Material	\$
	b. Labour	\$
21.	Electrical work for connection to mechanical equipment	
	a. Material	\$
	b. Labour	\$
22.1	Closeout manuals, reports and tests	\$
23.1	As-built AutoCAD and PDF drawings and electrical contractor closeout documents	\$
24.1	Operating and Maintenance Manuals	\$
	<b>Electrical Subtotal (in CAD, excluding HST)</b>	<b>\$</b>

25.	a. Replace all existing suite panels with new (price per suite basis)	\$
	b. Replace all existing suite panels with new (total no. of suites)	#
<b>25.1</b>	<b>Total Separate Price Item #1*</b>	<b>\$</b>

26.	Wiring cables from AC-3 indoor unit and CU-3 outdoor unit with separate feeds from the same splitter if required by manufacturer	
<b>26.1</b>	<b>Total Separate Price Item #2*</b>	<b>\$</b>

27.	New bell disconnect switch installed at the location of the existing bell meter to be demolished in the basement existing electrical room	
<b>27.1</b>	<b>Total Separate Price Item #3*</b>	<b>\$</b>

*\*in CAD, excluding HST*

If required by the Owner, the Contractor should be prepared to submit a price breakdown. The scope of work may be altered (portions of the Work may be deleted) to suit the Owner's requirements.

**END OF 00 41 45**

## 1. GENERAL

- .1 **Form of Contract:** The Contract shall be based on the Canadian Standard Construction Document CCDC 2 – 2020 Stipulated Price Contract, subject to the modifications specified in Section 00 80 00 – Supplementary Conditions. The CCDC form of Contract is a copyrighted document published by the Canadian Construction Documents Committee and is incorporated into these Bid Documents by reference.
- .2 **Preparation and Execution:** Upon notice of award, the Consultant will prepare one complete digital (PDF) copy of the Contract for electronic execution by the Contractor and the Owner. This copy will comprise the CCDC form of Contract, the completed Agreement form, and all other referenced or appended Contract Documents.
- .3 **Copyright Seals:** A formal CCDC copyright seal will be issued to both the Owner and the Contractor to be affixed to a physical copy of the Contract, should they choose to retain print records.

**END OF 00 70 00**

**Supplementary Conditions & Amendments to CCDC 2 – 2020**

VICTORIA PARK MANAGEMENT

Project Title: Carson Green – 18 Carson Dr., Hamilton, Ontario

Property No.: GL-25-0103-SP

SECTION: 00 80 00

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The Standard Construction Document CCDC 2 – 2020 Stipulated Price Contract, consisting of the AGREEMENT BETWEEN OWNER AND CONTRACTOR, DEFINITIONS, and GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT made part of the *Contract Documents*, with the following amendments, additions and modifications:

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

1.       **A-5 – PAYMENT**
2.       **A-9 – TIME OF THE ESSENCE**

**DEFINITIONS**

**PART 1 – GENERAL PROVISIONS**

- 1.1       **GC 1.1 – CONTRACT DOCUMENTS**

**PART 2 – ADMINISTRATION OF THE CONTRACT**

- 2.1       **GC 2.3 – REVIEW AND INSPECTION OF WORK**

**PART 3 – EXECUTION OF THE WORK**

- 3.1       **GC 3.1 – CONTROL OF THE WORK**
- 3.2       **GC 3.4 – CONSTRUCTION SCHEDULE**
- 3.3       **GC 3.5 – SUPERVISION**
- 3.4       **GC 3.6 – SUB-CONTRACTORS**
- 3.5       **GC 3.7 – LABOUR AND PRODUCTS**
- 3.6       **GC 3.8 – SHOP DRAWINGS**
- 3.7       **GC 3.9 – USE OF WORK**
- 3.8       **GC 3.10 – CLEANUP**
- 3.9       **GC 3.11 – DOCUMENTS AT THE SITE**
- 3.10       **GC 3.12 – STANDARD OF CARE**
- 3.11       **GC 3.13 – USE OF SITE**

**PART 4 – ALLOWANCES**

- 4.1       **GC 4.1 – CASH ALLOWANCES**

**PART 5 – PAYMENT**

- 5.1       **GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER**
- 5.2       **GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT**

**Supplementary Conditions & Amendments to CCDC 2 – 2020**

VICTORIA PARK MANAGEMENT

Project Title: Carson Green – 18 Carson Dr., Hamilton, Ontario

Property No.: GL-25-0103-SP

SECTION: 00 80 00

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- 5.3 GC 5.3 – PROGRESS PAYMENT
- 5.4 GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK
- 5.5 GC 5.5 – FINAL PAYMENT
- 5.6 GC 5.6 – DEFERRED WORK

**PART 6 – CHANGES IN THE WORK**

- 6.1 GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES
- 6.2 GC 6.2 – CHANGE ORDER
- 6.3 GC 6.3 – CHANGE DIRECTIVES
- 6.4 GC 6.5 – DELAYS
- 6.5 GC 6.6 – CLAIMS FOR CHANGE IN CONTRACT PRICE

**PART 7 – DEFAULT NOTICE**

- 7.1 GC 7.1 – OWNER’S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR’S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT
- 7.2 GC 7.2 – CONTRACTOR’S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

**PART 9 – PROTECTION OF PERSONS AND PROPERTY**

- 9.1 GC 9.1 – PROTECTION OF WORK AND PROPERTY
- 9.2 GC 9.4 – CONSTRUCTION SAFETY

**PART 10 – GOVERNING REGULATIONS**

- 10.1 GC 10.1 – TAXES AND DUTIES
- 10.2 GC 10.2 – LAWS, NOTICES, PERMITS, FEES

**PART 11 – INSURANCE**

- 11.1 GC 11.1 – INSURANCE

**PART 12: OWNER TAKEOVER**

- 12.1 GC 12.2 – EARLY OCCUPANCY BY THE OWNER
- 12.2 GC 12.3 – WARRANTY

**PART 13: INDEMNIFICATION AND WAIVER**

- 13.1 GC 13.1 – INDEMNIFICATION
- 13.2 GC 13.2 – WAIVER OF CLAIMS

**Supplementary Conditions & Amendments to CCDC 2 – 2020**

VICTORIA PARK MANAGEMENT

Project Title: Carson Green – 18 Carson Dr., Hamilton, Ontario

Property No.: GL-25-0103-SP

SECTION: 00 80 00

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**PART 14: OTHER PROVISIONS**

- 14.1 GC 14.1 – OWNERSHIP OF MATERIALS**
- 14.2 GC 14.2 – CONSTRUCTION LIENS**
- 14.3 GC 14.3 – CONTRACTOR DISCHARGE OF LIABILITIES**
- 14.4 GC 14.4 – SET OFF**

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The Standard Construction Document for Stipulated Price Contract, 2020 English version consists of the Agreement between *Owner* and *Contractor*, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 14 inclusive governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications specifically reference a change to the Agreement, Definitions or General Conditions, these amendments, additions and modifications shall govern.

Supplementary Conditions include amendments to the General Conditions and shall be read in conjunction with, and in the case of conflict take precedence over General Conditions. Where any of the General Conditions are supplemented or amended hereinafter, the unaffected provisions of such General Conditions shall be considered as added thereto.

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**1. A-5 – PAYMENT**

.1 Delete paragraph 5.1.2 in its entirety and substitute new paragraph 5.1.2:

5.1.2 upon *Substantial Performance of the Work*, as certified by the *Consultant*, and at least 61 days after the publication of the certificate of *Substantial Performance of the Work*, there being no claims for lien registered against the title to *the Place of the Work* and the conditions described in GC 5.5 having been satisfied, pay the *Contractor* the unpaid balance of the holdback together with such *Value Added Taxes* as may be applicable to such payment.

**2. A-9 – TIME OF THE ESSENCE**

.1 Add the following article in its entirety:

**ARTICLE A-9 TIME OF THE ESSENCE**

9.1 It is agreed that in selecting the *Contractor for the Work*, the *Owner* has relied and is entitled to rely upon the *Contractor's* covenant, representation and warranty that it will attain *Substantial Performance of the Work* within the *Contract Time*, or any subsequent construction schedules approved in writing by the *Owner*.

9.2 The *Contractor* acknowledges and agrees that it is responsible to marshal its resources and those of the *Subcontractors* and *Suppliers* in a manner which will permit timely attainment of the *Substantial Performance of the Work*. The *Contractor* agrees that time is of the essence of this *Contract*.

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### **DEFINITIONS**

Add the following to previously defined terms:

- 8. Contract Time**  
**Add** 'All time limits stated in the *Contract Documents* are of the essence of the *Contract*.'
- 25. Work**  
Delete the period at the end of the definition of item 25. *Work and add the following:*  
, including all work that can reasonably be inferred from or is incidental to same based on the judgement of a good, competent, and experienced *Contractor*.'

Add the following definitions:

- 27. Estimated Quantity**  
*Estimated Quantity* means the quantity of a unit price item that is initially assumed in calculating the *Contract Price*.
- 28. Inspector**  
*Inspector* is the individual or firm appointed by Victoria Park Management to carry out inspections of work performed.
- 29. Lump Sum Item**  
*Lump Sum Item* means pay item included in the schedule of *Contract Prices* that stipulates a fixed price to be paid when the *Work* is completed.
- 30. Pay Quantity**  
*Pay Quantity* means the actual quantity of the unit price item that was required to be completed as part of the *Work*.
- 31. Project Manager**  
*Project Manager* is the individual responsible to act as the point of contact on behalf of *Victoria Park Management* in regards to the Design, Engineering and Construction for VPCHI properties.
- 32. Schedule of Stipulated Unit Prices**  
*Schedule of Stipulated Unit Prices* means the itemized breakdown of Lump Sum, Unit Prices and Estimated Quantities used to calculate the *Contract Price* and to determine payment.
- 33. Statutory Declaration**  
*Statutory Declaration* is submitted by the *Contractor* to the *Consultant* on a copyright sealed form CCDC Document 9A-2001 to declare that all payments for wages and salaries, payments due to Subcontractors, payments for materials furnished on-site and all other accounts have received the latest progress payment.
- 34. Unit Price Measurement**  
*Unit Price Measurement* means the units or dimensions necessary to calculate the *pay quantity*.
- 35. Victoria Park Management**  
*Victoria Park Management (VPM)* refers to a limited registered company who is the Owner's Property Management firm and responsible for all Victoria Park Community Homes Inc. (VPCHI) properties and Victoria Park Affordable Housing Corp. (VPAHC), decisions and associated Design, Engineering and Construction Contracts.
- 36. WSIB**  
*WSIB* means Workplace Safety and Insurance Board (Ontario)
- 37. OHSA**  
*OHSA* means the Occupational Health and Safety Act (Ontario).

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**PART 1 – GENERAL PROVISIONS**

**1.1. GC 1.1 – CONTRACT DOCUMENTS**

- .1 Amend paragraph 1.1.4 by adding the following at the end of the paragraph: “If the Contractor finds discrepancies in or omissions from the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Contractor shall immediately notify the Consultant, who will provide written instructions or explanations. Neither the Owner nor the Consultant will be responsible for oral instructions.”
- .2 Delete paragraph 1.1.5 in its entirety and substitute new paragraph 1.1.5:
  - The order of priority of documents, from highest to lowest, shall be:
    - The Supplementary Conditions,
    - The Agreement between the Owner and the Contractor,
    - The Award Letter signed by Owner and the Contractor,
    - The Definitions,
    - The General Conditions,
    - Division 01 of the Specifications,
    - The Technical Specifications,
    - The Material and Finishing Schedules,
    - The Drawings,
    - The Bid Form,
    - The Bid submitted by the Contractor
- .3 Delete paragraph 1.1.11. in its entirety and substitute new paragraph 1.1.11:
  - 1.1.11 The Owner shall provide the Contractor without charge one (1) digital copy via email of the Contract Documents to perform the Work.
- .4 Add the following paragraphs in their entirety:
  - 1.1.12 The *Contract Documents* shall be signed and initialed in duplicate by the *Owner* and the *Contractor*.
  - 1.1.13 The *Contract Documents* are to be interpreted as a whole although they are arranged in divisions for convenience and clarity. The *Contractor* is responsible for all the Work, regardless of the division of the Work in the *Contract Documents*, and such division does not impose any obligations of the *Consultant*, *Project Manager* or upon the *Owner* as arbitrators to establish limits or responsibility between the *Contractor* and *Subcontractors*.
- .5 **GC 1.4: ASSIGNMENT**
  - .1 Delete paragraph 1.4 and replace with new paragraph as follows:
    - 1.4.1 “The Contractor shall not assign the Contract, either in whole or in part, without the written consent of the Owner.”

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**PART 2 – ADMINISTRATION OF THE CONTRACT**

**GC 2.3 – REVIEW AND INSPECTION OF WORK**

.1 Add the following paragraphs in their entirety:

- 2.3.8 Where standards of performance are specified and any part of the Work does not comply with the performance specified or implied the Contractor shall correct such deficiency as directed by the Consultant.
- 2.3.9 Any *Work* that proves faulty howsoever arising whether by negligence, breach of *Contract* or poor workmanship must be made right by the *Contractor* who remains solely responsible. The Contractor shall do any subsequent testing (including re-testing by Owner) to verify performance at the Contractor's own expense.

**GC 2.4 – DEFECTIVE WORK**

.1 Delete Paragraph 2.4.1 and replace with the below:

- 2.4.1 The Contractor shall promptly correct defective work 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.

.2 Add New Paragraph:

- 2.4.4 The Contractor shall prioritize the correction of any defective Work which, in the sole discretion of the Owner, adversely affects the day to day operations of the Owner.”

**PART 3 – EXECUTION OF THE WORK**

**3.1 GC 3.1 – CONTROL OF WORK**

.1 Add the following paragraphs in their entirety:

- 3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of 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* and/or *Owner* in writing and obtain written instruction from the *Consultant* before proceeding with any part of the affected *Work*.
- 3.1.4 If the *Contractor* becomes aware of any cause, event, occurrence, circumstance, matter, omission, error or anything else of any nature whatsoever that it reasonably believes will, or is likely to, significantly or materially delay or restrict the performance of the *Work*, or any part thereof, or necessitate any significant or material change to the anticipated date of *Substantial Performance of the Work*, the *Contractor* shall provide *Notice in Writing* to the *Owner* and the *Consultant*

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within four (4) Working Days after the *Contractor* first becomes aware of the same.

**3.2 GC 3.4 – CONSTRUCTION SCHEDULE**

- .1 Revise paragraph 3.4.1.1: delete the words ‘prior to the first application’ and replace with ‘within two weeks from issuance of the award letter’.
- .2 Add the following paragraph in its entirety:
  - 3.4.2 Once approved, the construction schedule shall not be altered without approval from the *Owner* and/or *Consultant*.

**3.3 GC 3.5 – SUPERVISION**

- .1 Amend 3.5.1 by adding, after “competent representative”, “who shall be a competent person, as the term is defined in the OHSA” and delete and replace the last line with the following: “The Contractor shall not be entitled to change the Competent Person without the prior written authorization of the Owner, which shall not be unreasonably withheld.”
- .2 Add the following paragraph in its entirety:
  - 3.5.3 If the appointed supervisor must be replaced, the supervisor shall have equal or greater experience and expertise and shall be approved by the *Owner* and *Consultant*.

**3.4 GC 3.6 – SUB-CONTRACTORS**

- .1 Delete GC 3.6.2 and replace with the following paragraph:

The Contractor shall provide the Owner with the complete list of Subcontractors and Suppliers retained to carry out the Work. The list shall be provided at least one week prior to the pre-construction meeting or, in the absence of such a meeting, at least one week prior to the commencement of work, and shall include the scope of work being undertaken by each Subcontractor or Supplier. Should the Owner object to any of the Subcontractors or Suppliers, the Contractor shall make best efforts to locate alternate Subcontractors or Suppliers to carry out the Work. The Contractor may not amend the list of Subcontractors without giving prior written notice to the Owner.

**3.5 GC 3.7 – LABOUR AND PRODUCTS**

- .1 Add the following paragraphs in their entirety:
  - 3.7.4 *Product* specified by their proprietary names or by part and/or catalogue numbers shall form the basis for the *Specifications* and *Contract*. No substitutes for these *Products* may be used without the Consultant’s approval with notice in writing. Substitutes will be considered only when submitted in sufficient time to permit proper review by the *Consultant*. In applying for permission to substitute, the *Contractor* shall prove that the substitution is equal to or better than the specified *Product* to the *Consultant’s* satisfaction. Each application shall be accompanied by a list of properties of the specified *Products* and the proposed substitution and

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the benefit to the *Owner*. No application to use substitutes will be considered unless submitted as described.

- 3.7.5 The *Contractor* shall ensure all *Products* are delivered on-site in original containers and packages with label and seals intact. *Products* shall be stored to avoid dangerous conditions or contamination, protect from the elements and be visible for inspection by the *Consultant*.

**3.6 GC 3.8 – SHOP DRAWINGS**

- .1 Add the following sentence to the end of paragraph 3.8.7:

Unless otherwise agreed to, the schedule for the *Consultant* to review and return *Shop Drawings* shall not be less than ten (10) working days.

**ADD NEW GENERAL CONDITIONS AS FOLLOWS:**

**3.7 GC 3.9 – USE OF WORK**

- .1 Add the following paragraphs in their entirety:

3.9.1 The *Owner* and/or *Consultant* may direct the *Contractor* to suspend *Work* that causes excessive disruption to the tenants pending development and implementation of acceptable solutions that allow the *Work* to proceed.

3.9.2 The residents/tenants shall occupy the premises during the entire *Contract Time*. It is the *Contractor's* responsibility to maintain all services to the entire building and site at all times unless specific agreement is made otherwise. The occupants of the building and site must be able to continue to use the premises in a safe and efficient manner.

**3.8 GC 3.10 – CLEANUP**

- .1 Add the following paragraphs in their entirety:

3.10.1 The *Contractor* shall maintain the *Work* in a safe and tidy condition and free from the accumulation of waste products and debris.

3.10.2 If the *Contractor* fails after reasonable notification to clean up as provided in the *Contract Documents*, the *Owner* may arrange for other forces to complete the cleanup and the costs thereof shall be charged to the *Contractor*. The *Owner's* cost for such cleanup will include a fifteen percent (15%) mark-up for administration.

**3.9 GC 3.11 – DOCUMENTS AT THE SITE**

- .1 Add the following paragraph in its entirety:

3.11.1 The *Contractor* shall keep one (1) copy of *Contract Documents*, submittals, reports and *Shop Drawings* approved by authorities having jurisdiction on-site for access by building officials or other parties.

**3.10 GC 3.12 – STANDARD OF CARE**

- .1 Add the following paragraph in its entirety:

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3.12.1 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 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 may be recommended by the Owner.

3.10.2 The Contractor further represents, covenants and warrants to the Owner that there are no pending, threatened or anticipated claims that would have a material effect on the financial ability of the Contractor to perform its Work under the Contract.

**3.11 GC 3.13 – USE OF SITE**

.1 Add the following paragraph in its entirety:

3.13.1 It is the responsibility of the Contractor, and not the Owner, to secure transportation to the Place of the Work and parking near the Place of the Work for its employees, Subcontractors or Suppliers.

**PART 4 – ALLOWANCES**

**4.1. GC 4.1 – CASH ALLOWANCES**

.1 4.1.4 Amend paragraph by adding, to the end, "The maximum mark up on the authorized overrun on cash allowances shall be 5%."

**PART 5 – PAYMENT**

**5.1 GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER**

.1 Delete GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER and all paragraphs thereunder in their entirety, as well as all references to GC 5.1 throughout the *Contract*.

**5.2 GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT**

.1 Delete GC 5.2 in its entirety and replace with the below:

5.2.1 A "proper invoice" (as defined in the *Construction Act*) shall be delivered to the Owner and the Consultant by the 25<sup>th</sup> day of every month for the previous month's work. Subject the terms of the Contract Documents, including the holdback provisions of the Contract Documents and the *Construction Act*, and subject to any notice of non-payment delivered by the Owner under the *Construction Act*, the Owner shall pay the amount approved and certified by the Consultant as payable under a proper invoice no later than 28 days after receiving the invoice from the Contractor.

5.2.2 The copy of the proper invoice delivered to the Owner shall be provided by email to: [finance@vpch.com] along with a hard copy to: 155 Queen St N, Hamilton.

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- 5.2.3 No less than 7 days prior to the delivery of a proper invoice, the Contractor shall submit to the Owner and the Consultant a payment certificate (in a form prescribed by the Consultant) and all necessary supporting documentation, a WSIB clearance certificate and a Statutory Declaration of Progress Payment Distribution. For clarity, no proper invoice shall be submitted earlier than 7 days following submission of a duly completed payment certificate.
- 5.2.4 Notice of non-payment may be made by email to the Contractor. For greater clarity, this provision constitutes the consent of the Contractor to service of the notice of non-payment in this manner.
- 5.2.5 The Contractor shall, within 10 days of signing the Contract, and prior to the first claim for payment, submit to the Owner, if requested by Owner, a detailed breakdown of the lump sum tender price for the purpose of establishing monthly expenses. The Owner, acting reasonably, reserves the right to modify costs allocated to the various breakdown items to prevent unbalancing.
- 5.2.6 Payment for mobilizing and setting up plant, temporary buildings and services, premiums and other disbursements, shall be prorated based on the value of the Work performed during a billable period.
- 5.2.7 Payment for bonds and insurance will be paid 100 percent on the first progress payment, provided that respective invoices are submitted as proof of payment.
- 5.2.8 Prior to the first progress draw, the Contractor shall submit a monthly projected payment schedule based on the detailed construction schedule for the duration of the Contract.

### 5.3 GC 5.3 – PROGRESS PAYMENT

- .1 Add the following paragraph in its entirety:
  - 5.3.1.3 The *Owner* shall make payments to the *Contractor* as provided in article A-5 of the Agreement – PAYMENT on or before 28 calendar days after receipt of the *Consultant* certificate for payment.
- .2 Add the following paragraph in its entirety:
  - 5.3.2 If the *Contractor* fails to provide the statutory declaration as required under GC 5.2.3 or evidence of compliance with worker's compensation legislation as required by GC 10.4 – WORKER'S COMPENSATION, the *Owner* shall not be required to make any payment to the *Contractor* until such time as the *Contractor* remedies such failure.

### 5.4 GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK

- .1 Delete paragraph 5.4.2 in its entirety.
- .2 Delete paragraph 5.4.3 in its entirety (including bulleted points) and substitute new paragraph 5.4.3:
  - 5.4.3 Immediately prior to the issuance of the certificate of Substantial Performance of the Work, the Contractor, in consultation with the Consultant, shall establish a schedule for completion of the Work and correcting deficient Work, and the construction schedule shall be deemed to be amended to include the completion schedule.”

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The holdback amount authorized by the certificate for payment of the holdback amount issued by the consultant, pursuant to GC 5.5.2, is due and payable on the 61<sup>st</sup> calendar day following the publication of the certificate of substantial performance of the work referred to in GC 5.4.4. The Owner may retain out of the holdback amount any sums required by law to satisfy any liens against the Work or, if permitted by the lien legislation applicable to the Place of the Work, other third party monetary claims against the Contractor which are enforceable against the Owner.

- .3 Delete 5.4.4 in its entirety and replace with:

Prior to submitting its written application for Substantial Performance of Work, the Contractor shall submit to the Consultant all:

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 testing and balancing reports;
- .5 distributing system diagrams;
- .6 spare parts;
- .7 maintenance/operation manuals;
- .8 training manuals;
- .9 samples;
- .10 reports and correspondence from authorities having jurisdiction in the Place of the Work;
- .11 Shop Drawings, and marked up Drawings;
- .12 completed as-built drawings in an electronic format acceptable to the Consultant;
- .13 inspection certificates

and any other materials or documentation required to be submitted under the Contract or otherwise reasonably requested by the Consultant, together with written proof of acceptance to the Owner and the Consultant that the Work has been substantially performed in conformance with the requirement of the municipal, government and utility authorities having jurisdiction in the Place of the Work

- .4 Delete 5.4.5 in its entirety and replace with:

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Where the Contractor is unable to deliver the documents and materials described in paragraph 5.4.4, then, provided that none of the missing documents and materials interferes with the use and occupancy of the Project in a material way, and except as described herein, the failure to deliver shall not be grounds for the Consultant to refuse to certify the Substantial Performance of the Work. However, certification of the Substantial Performance of the Work may be withheld if the Contractor fails to deliver maintenance manuals or completed as-built drawings.

.5 Add the following paragraph in its entirety:

5.4.6 The *Contractor* shall publish, in a construction trade newspaper in the area of the location of the *Work*, a copy of the certificate of *Substantial Performance of the Work* referred to in GC 5.4.2.2 within seven (7) days of receiving a copy of the certificate signed by the *Consultant*, and the *Contractor* shall provide suitable evidence of the publication to the *Consultant* and the *Owner*. If the *Contractor* fails to publish such notice, the *Owner* shall be at liberty to publish said certificate and back-charge the *Contractor* its reasonable costs for doing so, plus an administrative fee of fifteen percent (15%).

### 5.5 GC 5.5 – FINAL PAYMENT

.1 Amend 5.5.1 to add to the end of the paragraph: “The Contractor’s application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.4, together with proof that all permits in respect of the Work have been closed. The Work shall be deemed not to be complete until all of the aforementioned materials have been delivered, and the Owner may withhold payment in respect of the delivery of any documents in an amount determined by the Consultant.”

.2 Amend paragraph 5.5.4 by deleting the number “5” and replacing it with “61”.

### 5.6 GC 5.6 – DEFERRED WORK

.1 Revise paragraph 5.6.1; delete ‘only’ and add the words ‘together with any amounts withheld pursuant to 5.8.2.’ after ‘such remaining work’.

.2 Add the following paragraph in its entirety:

5.6.2 In the event of deficiencies or delays in the work that the contractor fails or refuses to address upon receiving Notice in Writing of same in accordance with the requirements of the contract, then the owner may, without limiting the remedies available to it under this contract, retain and set off as against any payments that would otherwise be owing to the contractor, the reasonable costs of rectifying such deficiencies or delays as determined by the consultant.

## PART 6 – CHANGES IN THE WORK

### 6.1 GC 6.1– OWNER’S RIGHT TO MAKE CHANGES

.1 Revise paragraph 6.1.2; add the words to the end of paragraph 6.1.2:

This requirement is of the essence and it is the express intention of the parties that any claims by the contractor for a change in the contract price and/or Contract Time shall be barred unless there has been strict compliance with PART 6 – CHANGES IN THE WORK.

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No course of conduct, including any express, or implied acceptance of alterations or additions to the Work shall qualify for a change in Contract Price or Contract Time unless there has been strict compliance with PART 6 – CHANGES IN THE WORK, irrespective of whether there is a claim for unjust enrichment.

**6.2 GC 6.2– CHANGE ORDER**

.1 Add the following paragraph in its entirety:

6.2.3 The Contractor shall observe the following procedure when submitting a claim for a change in the Contract Price and if applicable, a change in the Contract Time:

- .1 The claim must set out the increase in cost and time caused by the proposed changes referred to in the notice of contemplated change in sufficient detail for a proper assessment to be made including breakdowns of labour and materials for the Contractor and each sub-Contractor. The valuations must indicate that additional Sums for overhead and profit are included as set out herein.
- .2 The claim must indicate that the total increase in cost and time caused by the proposed changes referred to in the notice of contemplated change is the product of the quantity of work involved and of the applicable unit price as set out in the Schedule of Contract Unit Prices or such other unit price as may be agreed upon. Unit prices include all additional sums for overhead and profit. No additional markups are permitted for valuations submitted under this method.
- .3 The claim must set out the increase in cost and time caused by the proposed changes referred to in the notice of contemplated change and be accompanied by the signed time sheets, invoices and vouchers to enable to proper assessment to be made. The valuation must indicate that additional sums for overhead and profit are included as set out herein.

.2 Add the following paragraph in its entirety:

6.2.4 Where changes in the work are to be established by cost and a percentage fee or overhead and profit, the following percentages shall apply:

- .1 The Contractor shall be entitled to a markup for a combined overhead and profit of 10% on work he performs.
- .2 Subcontractors shall be entitled to a markup for combined overhead and profit of 10% on work he performs.
- .3 The Contractor shall be entitled to a markup for combined overhead and profit of 5% on work performed by subcontractors.

.3 Add the following paragraphs in their entirety:

6.2.5 The mark-ups provided for in paragraphs 6.2.3 and 6.2.4. shall constitute the only compensation the Contractor shall be entitled to for any and all overhead, profit, incidental and administrative costs whatsoever related to the change, including but not limited to: costs related to superintendence and supervision, shop drawing production, estimating, site office and home office expenses, workers tools, temporary facilities and controls, and coordination of any and all Work-related activities.

6.2.6 No claim whatsoever for a change in the Contract Time, delay, prolongation charges, remobilization or otherwise shall be permitted with respect to a change, unless authorized by the Consultant and approved by the Consultant and set out in the Change Order or Change Directive, as the case may be, by the *Owner*.

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- 6.2.7 No compensation for any change in the Work shall be allowed unless such change is first ordered in writing by the Consultant and authorized by the Owner.

**GC 6.3 CHANGE DIRECTIVES**

- .1 Delete paragraph 6.3.7.1 in its entirety and replace it with the following:
  - .1 salaries, wages and benefits paid to personnel in the direct employ of the Contractor, applying the labour rates set out in the wages schedule in the Contract Documents or as otherwise agreed between the Owner and the Contractor for personnel,
    - (1) carrying out the Work, including necessary supervisory services;
    - (2) engaged in expediting the production or transportation of material or equipment, at shops or on the road;
    - or (3) engaged in the preparation of Shop Drawings, fabrication drawings, coordination drawings and Contract as-built drawings.
- .2 Delete paragraph 6.3.7.17 in its entirety.
- .3 Add new paragraph 6.3.14 as follows:

6.3.14 For greater certainty, and without limitation, the cost of performing the Work attributable to the Change Directive does not include, and no payment shall be made for:

  - .1 head office salaries and benefits and all other overhead or general expenses, except only for wages, benefits, compensation, contributions, assessments, or taxes described in paragraph 6.3.7.1;
  - .2 capital expenses and interest on capital;
  - .3 general clean-up, except where the performance of the Work in the Change Directive causes specific additional and extraordinary clean-up requirements;
  - .4 wages paid for project managers, superintendents, assistants, watch persons and administrative personnel, provided the Change Directive does not result in extension of Contract Time;
  - .5 wages, salaries, rentals, or other expenses that exceed the rates that are standard in the locality of the Place of the Work, that are otherwise deemed unreasonable by the Consultant;
  - .6 any costs or expenses attributable to the negligence, improper Work, deficiencies, or breaches of Contract by the Contractor or Subcontractor; or
  - .7 any increase to the cost of materials, services, or labor from what has been agreed upon in this Contract.

**6.4 GC 6.5 – DELAYS**

- .1 Revise paragraph 6.5.1; delete 'reasonable costs incurred by the Contractor as a result of such delay' and add the words 'reasonable direct costs directly flowing from the delay, but excluding any consequential, indirect or special damages (including, without limitation, loss of profits, loss of opportunity, or loss of productivity)'.
- .2 Revise paragraph 6.5.2; delete 'reasonable costs incurred by the Contractor as a result of such delay' and add the words 'reasonable direct costs directly flowing from the delay, but

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excluding any consequential, indirect or special damages (including, without limitation, loss of profits, loss of opportunity, or loss of productivity)'.  
.

.3 Revise paragraph 6.5.3; delete 'unless such delays results from actions by the Owner, Consultant, or anyone employed or engaged by them directly or indirectly'

.4 Add the following paragraphs in their entirety:

6.5.6 If the Contractor is delayed in the performance of the Work by an act or omission of the Contractor or anyone directly or indirectly employed or engaged by the Contractor, or by any cause within the contractor's control, then the Contract Time may be extended for such reasonable time as the Owner may decide in consultation with the Consultant and the Contractor. The Owner shall be reimbursed by the Contractor for all reasonable costs incurred by the Owner as a result of such delay, including, but not limited to, the cost of all additional services required by the Owner from the Consultant or any subconsultants, project managers, or others employed or engaged by the Owner, and in particular, the costs 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 provision of these General Conditions, and any later or actual date of Substantial Performance of the Work achieved by the Contractor.

6.5.7 No claim for delay shall be made by the Contractor and the Contract Time shall not be extended due to climatic conditions or arising from the Contractor's efforts to maintain the Contract schedule.

6.5.8 Without limiting the obligations of the Contractor described in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS and GC 9.4 – CONSTRUCTION SAFETY, the Owner may, by Notice in Writing, direct the Contractor to stop the Work where the Owner determines that there is an imminent risk to the safety of the persons or property at the Place of the Work. In the event that the Contractor receives such notice, it shall immediately stop the Work and secure the Project site. The Contractor shall not be entitled to an extension of the Contract Time or to an increase in the Contract Price unless the resulting delay, if any, would entitle the Contractor to an extension of the Contract Time or reimbursement of the Contractor's costs as provided in paragraphs 6.5.1, 6.5.2 or 6.5.3.

.7 Add the following paragraph in its entirety:

6.5.9 In addition to the amount set out in paragraph 6.5.6, the Contractor recognizes and agrees that the Owner will suffer a financial loss if the Work is not completed within the time prescribed by the Contract. The Contractor also recognizes the delays, expenses and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Contractor agrees that as liquidated damages for delay (but not as penalty) the Contractor shall pay the Owner 0.1% for each and every day's delay, and up to no more than 10% of project value, from the specified time for Ready-for-Takeover until the actual date of Ready-for-Takeover, and it is further expressly acknowledge and agreed by the Contractor that: (a) this amount is a reasonable estimate of the actual damages that will be incurred by the Owner due to any failure to attain Ready-for-Takeover within the time required by this Contract; (b) the Owner may deduct the amount due under this section from any monies that may be due or payable to the

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Contractor, whether under the Contract or any other agreement; and, (c) the liquidated damages provided for in this section shall be without prejudice to any other remedy to which the Owner is entitled at law or in equity.

6.5.10 In the event that paragraph 6.5.9 is held by a court of competent jurisdiction to be invalid, unenforceable or void, the Contractor shall be held responsible for the payment of the Owner's actual costs associated with the delay in achieving Ready-for-Takeover. The Owner's costs will include, but are not limited to, the amounts relating to the items set out in paragraph 6.5.6 and all other costs directly or indirectly associated with the delay in the completion of the Work by the Contractor. The amounts payable pursuant to paragraph 6.5.10 are in addition to the amounts payable by the Contractor to the Owner pursuant to paragraph 6.5.6."

**6.5 GC 6.6 CLAIMS FOR CHANGE IN CONTRACT PRICE**

.1 Delete "timely" and add to the end of the sentence: "within 7 Working Days of the commencement of the Work giving rise to the claim."

**PART 7 – DEFAULT NOTICE**

**7.1 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 Revise paragraph 7.1.2; add the words 'including failure of the Contractor to pay its Subcontractors, Suppliers, or employees on a timely basis' after 'substantial degree'.

.2 Add the following paragraph in its entirety:

7.1.7 The Owner may terminate this contract at any time for any or no reason. In such event, the Owner shall pay for the Work performed up to the effective date of termination, including demobilization costs, and for such additional costs, if any, directly flowing from and which are a reasonable consequence of the termination, but excluding any consequential, indirect or special damages, and any claims for loss of profit or opportunity. The Owner shall not be liable to the Contractor for any other claims, costs or damages from the Contractor arising from such termination of the Contract.

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

.1 Delete paragraph 7.2.3.1 in its entirety.

.2 Revise paragraph 7.2.4; delete the period at the end of paragraph and replace it with '10 working days'.

.3 Revise paragraph 7.2.5; delete the period at the end of paragraph and replace it with 'but excluding any consequential, indirect or special damages and any claims for loss of opportunity.'

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**PART 9 – PROTECTION OF PERSONS AND PROPERTY**

**9.1 GC 9.1 – PROTECTION OF WORK AND PROPERTY**

- .1 Delete paragraph 9.1.1.1 and replace with:
  - 9.1.1.1: errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in GC 3.14 – STANDARD OF CARE.”
- .2 Amend 9.1.1.2 to include “negligent” prior to “acts and omissions”.
- .3 Add the following paragraphs in their entirety:
  - 9.1.5 No comments, suggestions or instructions from the *Consultant* and/or *Owner* are to be relied upon or assumed to reduce or replace the *Contractor’s* responsibility for the construction safety.
  - 9.1.6 The *Contractor* shall indemnify and hold harmless the *Consultant* and *Owner*, their agents and employees from and against claims, demands, losses, costs, damages, action suits or proceedings by third parties that arise out of, or are attributed, to the *Contractor’s* safety performance.
  - 9.1.7 The Contractor shall neither undertake to repair and/or replace any damage whatsoever to the Work of other Contractors, or to adjoining property, nor acknowledge the same was caused or occasioned by the Contractor, without first consulting the Owner and receiving written instructions as to the course of action to be followed from either the Owner or the Consultant. However, where there is danger to life or public safety, the Contractor shall take such emergency action as it deems necessary to remove the danger.

**9.2 GC 9.4 – CONSTRUCTION SAFETY**

- .1 Delete 9.4.1 in its entirety and replace with:
  - 9.4.1 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.
- .2 Add the following paragraphs in their entirety:
  - 9.4.6 Prior to the commencement of the Work, the Contractor shall submit to the Owner:
    - .1 a current WSIB clearance certificate;
    - .2 documentation of the Contractor’s in-house safety-related programs; and,
    - .3 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under the OHS.A.
  - 9.4.7 The Contractor shall indemnify and save harmless the Owner, its agents, officers, directors, employees, consultants, successors and assigns from and against the consequences of any and all safety infractions committed by the Contractor or Subcontractors under the OHS.A, including the payment of legal fees and disbursements on a full indemnity basis.

**PART 10- GOVERNING REGULATIONS**

**10.1 GC 10.1 – TAXES AND DUTIES**

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.1 Delete 10.1.2 and replace as follows:

10.1.2 Any increase or decrease in costs to the Contractor due to changes in such included taxes and duties at the time of the bid closing shall increase or decrease the Contract Price accordingly. For greater certainty, the Contractor shall not be entitled to any mark-up for overhead or profit on any increase in such taxes and duties.

.2 Add the following paragraphs in their entirety:

10.1.3 Any refund of taxes, including, without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, which if found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the Owner. The Contractor agrees to cooperate with the Owner and to obtain from all Subcontractors and Suppliers cooperation with the Owner in the application for any refund of any taxes, which cooperation shall include but not be limited to, making or concurring in the making of an application for any such refund or exemption and providing to the Owner copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications for exemptions or refunds. All such refunds shall either be paid to the Owner, or shall be a credit to the Owner against the Contract Price, in the Owner's discretion. The Contractor agrees to enable, assist with and submit to any reasonable audit requested by the Owner with respect to the potential refunds under this paragraph.

10.1.4 Custom duties, penalties, or any other penalty, fine or assessment levied against the Contractor, shall not be treated as a tax or customs duty for the purpose of this GC 10.1.

**10.2 GC10.2 – LAWS, NOTICES, PERMITS, FEES**

Add the following paragraph in its entirety:

10.2.6 If the Contractor fails to notify the Owner and the Consultant in writing, fails to obtain direction required in paragraph 10.2.5, or performs work that contravenes any laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes, the Contractor shall be responsible for and shall correct the violations thereof, and shall bear the costs, expenses, and damages attributable to the failure to comply with the provisions of such laws, ordinances, guidelines, standards, permits, statutes, by-laws, rules, regulations, or codes and, notwithstanding any limitation described in Part 13, shall indemnify and hold harmless the Owner and the Consultant from and against any claims, demands, losses, costs, damages, actions, suits or proceeding resulting from failure or breach of law.

**PART 12 – OWNER TAKEOVER**

**12.1 GC 12.2 – EARLY OCCUPANCY BY THE OWNER**

.1 Delete all of 12.2.2 in its entirety and substitute "intentionally left blank."

.2 Delete all of 12.2.3 in its entirety and substitute "intentionally left blank."

.3 Delete all of 12.2.4 in its entirety and substitute "intentionally left blank."

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### 12.2 GC 12.3 – WARRANTY

- .1 Revise paragraph 12.3.1; delete 'one year' and replace with 'two years'.
- .2 Revise paragraph 12.3.3; delete 'one year' and replace with 'two years'.
- .3 Revise paragraph 12.3.4; delete 'one year' and replace with 'two years'.
- .4 Revise paragraph 12.3.6; delete 'one year' and replace with 'two years'.
- .5 Add the following paragraphs in their entirety:
  - 12.3.7 Nothing in these warranty provisions shall be deemed to alter, in any matter whatsoever, the warranty rights to which the *Owner* would otherwise be entitled by statute, elsewhere in the *Contract Documents*, or otherwise. Further, nothing in these warranty provisions shall deprive the Owner of any action, right or remedy otherwise available to the Owner for the Contractor's failure to fulfill its obligations or responsibilities under the Contract and shall not be construed as a waiver of claims in favour of the Contractor or as limitation on the time in which the Owner may pursue such other action, right to remedy. The warranties set out in the Contract are supplemental to and do not limit or preclude the application of any other conditions and warranties, express or implied, by law or trade usage.
  - 12.3.8 Any Product, or equipment requiring excessive servicing during the warranty period (or free maintenance period, if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate.
  - 12.3.9 Following Substantial Performance of the Work, and without limiting the Contractor's warranty under GC 12.3, the Contractor shall assign to the Owner, to the extent assignable, the benefit of all warranties and guarantees relating to the Work. The assignment shall expressly reserve the rights of the Contractor to make any claims under such warranty and guarantees and such assignment shall in no way prejudice any rights of or benefits accruing to the Contractor pursuant to such warranties and guarantees.

## **PART 13: INDEMNIFICATION AND WAIVER**

### 13.1 GC 13.1 – INDEMNIFICATION

- .1 Delete paragraph 13.1.2 in its entirety, including all subparagraphs thereunder.
- .2 Delete paragraph 13.1.5 in its entirety, including all subparagraphs thereunder.

### 13.2 GC 13.2 – WAIVER OF CLAIMS

- .1 Delete paragraph 13.2.2.3 in its entirety.
- .2 Delete paragraph 13.2.4 in its entirety.
- .3 Delete paragraph 13.2.5 in its entirety, together with all references to the Deleted Waiver Provisions. For clarity, all provisions of the Contract that reference the Deleted Waiver Provisions otherwise remain in full force and effect.

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ADD new section as follows:

**PART 14 – OTHER PROVISIONS**

**14.1 GC 14.1 – OWNERSHIP OF MATERIALS**

- .1 The Contractor shall remove all surplus or rejected materials from the Work site as its property when notified in writing to do so by the Consultant.

**14.2 GC 14.2 – CONSTRUCTION LIENS**

- .1 In the event that a construction lien is registered or is delivered to the Owner in respect of the Project, or written notice of lien is delivered to the Owner, the Contractor, at its own expense and within ten (10) days, shall ensure that such lien or notice of lien is vacated, discharged or withdrawn.
- .2 In the event that the Contractor fails to comply with the requirements of 14.2.1, the Owner may set off and deduct from any amount owing to the Contractor, all costs and associated expenses, including legal fees and disbursements incurred to vacate or discharge the lien, including costs of obtaining and posting a lien bond or other security. The Contractor shall reimburse the Owner for all of the said cost and associated expenses.
- .3 Notwithstanding any other provision of the Contract, the Owner shall not be obligated to pay any amount otherwise owing to the Contractor until any liens are vacated or discharged.

**14.3 GC 14.3 – CONTRACTOR DISCHARGE OF LIABILITIES**

- .1 In addition to the obligation assumed by the Contractor pursuant to GC 3.6 and 3.7, the Contractor agrees to discharge all liabilities incurred by it for labour, materials, services, Subcontractors and Products used or reasonably required for use in the performance of the Work, except for amounts withheld by reason of legitimate dispute and which have been identified to the party or parties, from whom payment has been withheld.

**14.4 GC 14.4 – SET OFF**

- .1 In addition to and without limiting any other rights the Owner may have under the Contract and at law, the Owner may retain from monies owing to the Contractor under the Contract an amount sufficient to cover any outstanding or disputed liabilities including the cost to remedy deficiencies, the reduction in value of substantial portion of the Work, claims for damages by third parties, and any assessment due to the WSIB.

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes the administrative, procedural, coordination, scheduling, quality control, and project execution requirements applicable to the Work.
- .2 Requirements of this Section apply to all trades, subcontractors, suppliers, and personnel engaged in the Work.

### **2. DIVISION OF WORK**

- .1 Allocation of work among subcontractors, suppliers, and trades is solely the responsibility of the Contractor.
- .2 Neither the Owner nor the Consultant shall arbitrate or determine scope boundaries between subcontractors, trades, Sections, or Divisions of the Contract Documents.

### **3. DOCUMENTS MAINTAINED AT SITE**

- .1 Maintain current project documentation at the Place of the Work in an organized and readily accessible manner.
- .2 Documents may be maintained in hard copy or electronic format. Where electronic records are used exclusively, provide suitable viewing equipment for use by the Owner and Consultant on site.
- .3 Maintain current versions of the following:
  - .1 Contract Documents, including Drawings, Specifications, and Addenda
  - .2 Change Orders, Change Directives, and Supplemental Instructions
  - .3 Reviewed shop drawings, product data, and samples
  - .4 Field reports, inspection records, and testing documentation
  - .5 Construction schedules and schedule updates
  - .6 Meeting minutes
  - .7 Manufacturer certifications and warranty documentation
  - .8 Permits and inspection certificates required by authorities having jurisdiction
  - .9 Current as-built drawings and field mark-ups
  - .10 Safety Data Sheets (SDS) for controlled products
  - .11 WHMIS training documentation
  - .12 Health and Safety Plan
  - .13 Current Occupational Health and Safety legislation and applicable regulations

### **4. QUALITY ASSURANCE**

- .1 Provide the Owner and Consultant with safe, unrestricted access to the Work for purposes of review and observation.
- .2 Construction reviews performed by the Consultant are intended solely to determine general conformity of the Work with the Contract Documents and shall not relieve the Contractor of responsibility for:
  - .1 Quality control
  - .2 Construction means and methods
  - .3 Site safety
  - .4 Compliance with applicable regulations
  - .5 Protection of persons and property
- .3 Deficient or non-conforming work identified by the Consultant shall be corrected promptly at no additional cost to the Owner.
- .4 Failure of the Consultant to identify deficiencies at any stage shall not relieve the Contractor of responsibility to provide work fully compliant with the Contract Documents.

## **5. PROJECT MEETINGS**

- .1 Coordinate and attend meetings necessary for proper execution and administration of the Work.
- .2 Ensure attendees are authorized to make decisions on behalf of their respective organizations.

## **6. PRE-CONSTRUCTION MEETING**

- .1 Schedule a pre-construction meeting approximately two (2) weeks prior to commencement of Work.
- .2 Where significant delays occur prior to mobilization, an additional pre-construction meeting may be required.
- .3 Notify attendees in writing not less than five (5) working days prior to meeting date.
- .4 Attendees shall include, at minimum:
  - .1 Owner or Owner's Representative
  - .2 Consultant
  - .3 Contractor
  - .4 Major subcontractors and key suppliers, where applicable
- .5 Submit required documentation prior to meeting in accordance with Section 01 33 00 – Submittal Procedures.
- .6 Meeting agenda shall include review of:
  - .1 Construction schedule and sequencing
  - .2 Site logistics and material storage areas
  - .3 Temporary facilities, utilities, fencing, signage, and site security
  - .4 Temporary barriers and enclosures requirements
  - .5 Change management procedures and approval protocols
  - .6 Procedures for overtime or after-hours work

- .7 Progress payment procedures and holdback requirements
- .8 Testing, inspections, and third-party review requirements
- .9 Progress meeting schedule
- .10 Health and safety requirements and insurance documentation

## **7. PROGRESS MEETINGS**

- .1 Attend regularly scheduled progress meetings throughout the duration of the Work.
- .2 Review:
  - .1 Construction progress relative to approved schedule
  - .2 Material deliveries and procurement status
  - .3 Deficiencies, coordination issues, and corrective actions
  - .4 Pending changes or delays affecting project completion
- .3 Where requested, ensure manufacturer representatives attend meetings related to warranty or material performance concerns.

## **8. FINAL REVIEW MEETING**

- .1 Upon completion of the Work and correction of deficiencies, participate in a final review meeting and site inspection.
- .2 Notify all required attendees a minimum of five (5) working days in advance.
- .3 Attendees shall include:
  - .1 Owner or Owner's Representative
  - .2 Consultant
  - .3 Contractor
  - .4 Applicable manufacturer representatives
- .4 Review shall include:
  - .1 Final inspection of completed Work
  - .2 Identification of outstanding deficiencies
  - .3 Review of warranties, closeout documentation, and maintenance manuals
  - .4 Verification of final cleaning and restoration
- .5 Correct any deficiencies identified during final review at no additional cost to the Owner.

## **9. CONSTRUCTION SCHEDULING**

- .1 Within ten (10) days of Contract award, submit a detailed construction schedule identifying:
  - .1 Shop drawing and submittal dates
  - .2 Material procurement milestones
  - .3 Anticipated start and completion dates
  - .4 Major phases and sequencing of Work
  - .5 Duration of each project phase

- .2 Schedule durations shall reasonably account for foreseeable weather impacts and project constraints.
- .3 Where requested, provide schedules in bar chart or Gantt chart format.
- .4 Where phased construction is required, submit a phasing plan identifying work areas and sequencing.
- .5 Update schedules as required to reflect actual project progress.
- .6 Where delays occur, submit written recovery plan identifying:
  - .1 Cause of delay
  - .2 Impact on project milestones
  - .3 Proposed corrective measures
  - .4 Revised completion dates
- .7 Failure to maintain adequate project progress may result in corrective action by the Owner, including recovery of damages or completion of the Work by others at Contractor's expense where permitted under the Contract.

## **10. MATERIALS AND SUBSTITUTIONS**

- .1 Materials incorporated into the Work shall conform to specified requirements and manufacturer warranty criteria.
- .2 Materials damaged by improper storage, exposure, or handling shall be rejected.
- .3 Protect stored materials from moisture, contamination, and physical damage.
- .4 Specified products establish the required standard of quality and performance.
- .5 Requests for substitute or equivalent materials shall be submitted in writing for Consultant review prior to use.
- .6 Acceptance of substitutions is subject to written approval by the Consultant.

## **11. CONSTRUCTION DELAYS**

- .1 Perform the Work in accordance with approved construction schedule.
- .2 Extensions to Contract Time may be considered for delays beyond Contractor's control, including adverse weather conditions or Owner-caused delays.
- .3 Delays resulting from insufficient manpower, inadequate coordination, late mobilization, or other Contractor-related causes shall remain Contractor responsibility.
- .4 Contractor shall be liable for damages arising from avoidable delays where permitted by Contract.

## **12. PROGRESS PAYMENTS AND HOLDBACK**

- .1 Submit progress payment applications monthly based on percentage of completed Work.
- .2 Applications shall be reviewed by the Consultant prior to payment certification.
- .3 Submit with each application:
  - .1 WSIB clearance certificate

- .2 Statutory declaration confirming payment of labour, materials, subcontractors, and applicable taxes
- .3 Updated proof of insurance as necessary
- .4 Maintain statutory holdback in accordance with applicable construction legislation.
- .5 Release of holdback and final payment shall occur following:
  - .1 Expiry of statutory lien periods
  - .2 Achievement of substantial performance requirements
  - .3 Completion of deficiencies
  - .4 Submission of closeout documentation

### **13. CONTRACTOR WARRANTY AND GUARANTEE**

- .1 Prior to final payment, submit written Contractor warranty on company letterhead.
- .2 Unless otherwise specified, warrant labour and materials for a period of two (2) years from date of final acceptance.
- .3 Repair defects arising during warranty period promptly and at no cost to the Owner.
- .4 Failure to address warranty deficiencies within three (3) days of written notification may result in corrective work being performed by others at Contractor's expense.
- .5 Warranty obligations shall survive corrective work undertaken by others.

### **14. COORDINATION WITH SEPARATE CONTRACTORS**

- .1 Coordinate Work with separate contractors engaged by the Owner.
- .2 Promptly report conflicts, interference, deficiencies, or damage caused by others.
- .3 Failure to report observed deficiencies or conflicts may constitute acceptance of affected conditions.

### **15. OWNERSHIP OF MATERIALS**

- .1 Materials delivered to site for incorporation into the Work become property of the Owner.
- .2 Do not remove materials from site without written authorization.
- .3 Remove surplus materials, tools, and equipment promptly upon completion of the Work.

### **16. FINAL RESPONSIBILITY**

- .1 Contractor remains fully responsible for completion of the Work in accordance with Contract Documents and to the reasonable satisfaction of the Owner and Consultant.

### **17. FINAL CLEANING**

- .1 Maintain site free from accumulation of waste and debris throughout construction.

- .2 Upon completion, remove all construction debris, temporary materials, and surplus products from site.
- .3 Clean affected areas and restore adjacent surfaces disturbed by the Work.
- .4 Costs associated with additional cleaning required due to Contractor negligence shall be borne by the Contractor.

**END OF 01 10 10**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes restrictions and operational requirements governing use of the site, work sequencing, occupied facility coordination, access limitations, safety requirements, and construction activities during execution of the Work.
- .2 Requirements of this Section apply to all contractors, subcontractors, suppliers, and personnel accessing the Project site.
- .3 Conform to all requirements of Division 01 – General Requirements and all applicable Contract Documents.

### **2. USE OF PREMISES**

- .1 The Contractor shall have access to the Place of the Work only within limits approved by the Owner and as required for execution of the Work.
- .2 Confine construction activities, temporary facilities, material storage, waste handling, parking, and equipment operations to designated areas only.
- .3 Do not unnecessarily obstruct building operations, access routes, fire routes, parking areas, sidewalks, or adjacent properties.
- .4 Use of areas outside the designated work limits requires prior written approval from the Owner.
- .5 Coordinate all site usage with the Owner to minimize disruption to occupants, tenants, visitors, and ongoing operations.
- .6 Maintain emergency vehicle access and unobstructed exit routes at all times.
- .7 Where construction activities affect existing security systems, provide temporary security measures acceptable to the Owner.
- .8 Where existing lighting is disrupted by the Work, provide temporary lighting sufficient to maintain safe occupancy and access.

### **3. OWNER OCCUPANCY**

- .1 The Owner and/or building occupants may remain in operation throughout the construction period.
- .2 Execute the Work with minimal disruption to building operations and public use of the premises.
- .3 Coordinate activities affecting occupied areas in advance with the Owner and Consultant.
- .4 Temporary closures, restricted access, or interruptions affecting occupants shall not proceed without prior written approval from the Owner.
- .5 Maintain safe public access to entrances, exits, and occupied portions of the building throughout construction.

#### **4. WORK SEQUENCING AND PHASING**

- .1 Sequence and stage the Work to maintain continuous operation of occupied facilities and public circulation areas wherever required.
- .2 Coordinate construction phasing to ensure alternate access routes remain available prior to closure of existing access points.
- .3 Carry out the Work in accordance with approved construction schedule.
- .4 Proposed deviations from approved sequencing or phasing shall be submitted for review and approval prior to implementation.

#### **5. HOURS OF WORK**

- .1 Unless otherwise approved in writing by the Owner, perform Work during the following hours: Monday to Friday: 8:00 a.m. to 5:00 p.m.
- .2 Weekend work, extended hours, or after-hours operations may only proceed with prior written approval from the Owner and where required, approval from municipal authorities.
- .3 Incorporate all work-hour restrictions into the construction schedule.
- .4 Comply with all applicable municipal noise bylaws and restrictions governing construction activities.

#### **6. NOISE AND DISTURBANCE CONTROL**

- .1 Schedule noisy or disruptive operations to minimize disturbance to occupants, neighbouring properties, and the public.
- .2 Coordinate timing of disruptive work with the Owner and Consultant prior to commencement.
- .3 Carry out high-noise operations only during approved hours.
- .4 Use powder-actuated fastening devices only with written authorization from the Consultant.
- .5 Obtain permits required for noise exemptions, street closures, or other disturbance-related activities where applicable.

#### **7. EXISTING SERVICES AND UTILITIES**

- .1 Protect all existing utilities and building services throughout the duration of the Work.
- .2 Do not interrupt, disconnect, relocate, or modify existing services without prior written approval from the Owner and notification to affected utility providers where required.
- .3 Provide minimum forty-eight (48) hours written notice prior to interruption of mechanical, electrical, plumbing, communication, fire protection, or other building services.
- .4 Minimize duration of service interruptions.
- .5 Where requested by the Owner, provide temporary services during interruptions to maintain building operations.

- .6 Temporary utility provisions requested by the Owner beyond Contract requirements may be treated as extra work where permitted by the Contract.
- .7 Report abandoned or inactive utilities discovered during construction to the Owner and Consultant for direction prior to removal.

## **8. USE OF ON-SITE UTILITIES**

- .1 Use of Owner-provided utilities shall be subject to written approval by the Owner.
- .2 Provide and maintain all temporary connections required for construction operations.
- .3 Use utilities only for purposes directly related to execution of the Work.
- .4 Where utilities are unavailable or unsuitable for construction use, provide temporary generators, water supply, or other services necessary to complete the Work.

## **9. LIFE SAFETY REQUIREMENTS**

- .1 Maintain all life safety systems serving occupied areas in continuous operation unless otherwise authorized in writing.
- .2 Maintain unobstructed access to exits, fire routes, and emergency egress paths at all times.
- .3 Prior to commencement of work, identify locations of fire alarms, smoke detectors, and related life safety devices adjacent to the work area.
- .4 Conduct operations in a manner that avoids accidental activation or damage to life safety systems.
- .5 Contractor shall be responsible for costs associated with false alarms or emergency responses resulting from inadequate precautions during construction activities.

## **10. PROTECTION OF PROPERTY**

- .1 Protect the existing building, adjacent structures, landscaping, pavements, and site features from damage arising from construction operations.
- .2 Any damage caused by the Work shall be repaired promptly at the Contractor's expense to restore affected areas to pre-construction condition.
- .3 Temporary coverings, enclosures, or protection systems attached to existing building elements shall require prior approval from the Owner.
- .4 Protect access routes and surrounding property from damage caused by vehicles, equipment, or material handling operations.

## **11. SAFETY REQUIREMENTS**

- .1 Comply with all applicable municipal, provincial, and federal safety legislation, regulations, bylaws, and codes.

- .2 Provide all temporary barriers, fencing, signage, overhead protection, and other safeguards necessary to protect workers, occupants, and the public.
- .3 Contractor is solely responsible for site safety and construction means and methods.
- .4 Submit Health and Safety documentation when requested by the Owner or Consultant.
- .5 Where specific operations require enhanced safety procedures, prepare and submit task-specific safety plans prior to commencement of such work.
- .6 Failure to maintain acceptable safety practices or provide required safety documentation may result in suspension of the Work or other corrective action permitted under the Contract.

## **12. CONDUCT ON SITE**

- .1 Consumption, possession, distribution, or impairment from alcohol, cannabis, illegal drugs, or controlled substances during working hours or on the Project site is strictly prohibited.
- .2 Personnel found impaired while on site shall be removed immediately from the Project.
- .3 Repeated violations related to substance abuse may constitute grounds for removal of personnel or further contractual action.
- .4 Smoking or vaping on site is prohibited unless expressly permitted by the Owner.
- .5 Where smoking is permitted, restrict smoking to designated areas approved by the Owner, provide appropriate disposal receptacles, and do not discard cigarette waste on the grounds or into building systems.

## **13. CODES, STANDARDS, AND REGULATORY REQUIREMENTS**

- .1 Perform the Work in accordance with the latest editions of all applicable codes, regulations, standards, and authority having jurisdiction requirements.
- .2 Where referenced standards have been superseded or amended, comply with the latest applicable version and notify the Consultant of discrepancies.
- .3 Applicable requirements include, but are not limited to:
  - .1 Ontario Building Code
  - .2 Ontario Fire Code
  - .3 Occupational Health and Safety Act
  - .4 Technical Standards and Safety Act
  - .5 Workplace Hazardous Materials Information System (WHMIS) requirements
  - .6 Applicable municipal bylaws and authority having jurisdiction requirements
  - .7 Applicable industry standards and manufacturer installation requirements

**END OF 01 14 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes procedures for modifications to the Contract, including pricing, approvals, valuation methods, schedule adjustments, and documentation for changes to the Work.
- .2 No change in the Work affecting Contract Price, Contract Time, scope, or execution shall proceed except in accordance with the procedures set out herein.
- .3 Requirements of Division 01 and all applicable General Conditions of the Contract form part of this Section.

### **2. DEFINITIONS**

- .1 **Change Request:** A request issued for pricing and schedule evaluation of a contemplated modification to the Work.
- .2 **Change Order:** A written amendment to the Contract, executed by authorized parties, adjusting Contract Price, Contract Time, scope, or other Contract requirements.
- .3 **Change Directive:** A written instruction directing a change in the Work where agreement on price and/or time has not yet been reached.
- .4 **Supplemental Instruction / Field Directive:** Written clarification or minor direction that does not change Contract Price or Contract Time.

### **3. GENERAL REQUIREMENTS**

- .1 The Owner reserves the right to make additions, deletions, substitutions, sequencing revisions, or other changes to the Work without invalidating the Contract, provided such changes are processed in accordance with this Section.
- .2 The Contractor shall not proceed with extra work, omitted work adjustments, substitutions, or revised work unless authorized in writing.
- .3 Verbal instructions shall have no effect on Contract Price or Contract Time unless confirmed in writing through an approved contract modification instrument.
- .4 Failure to follow these procedures may result in non-payment for unauthorized work.

### **4. SCHEDULE OF LABOUR RATES**

- .1 When requested, submit a schedule of labour rates for personnel directly employed by the Contractor, subcontractors, and lower-tier subcontractors.
- .2 Labour rates shall represent actual wages, salaries, payroll burden, and benefits normally incurred during regular working hours.

- .3 Accepted labour rates may be used in evaluation of Change Requests, Change Orders, Change Directives, and disputed valuations.
- .4 Submit revised labour rates when significant market or contractual changes occur and when requested by the Consultant.

## **5. UNIT PRICES**

- .1 The Consultant may request unit prices at the commencement of the Contract or at any time thereafter for work items likely to be affected by future changes.
- .2 Submit requested unit prices promptly.
- .3 Unless otherwise noted, quoted unit prices shall exclude markups for overhead and profit, which shall be applied separately where permitted.
- .4 Accepted unit prices may be used to value subsequent changes where applicable.
- .5 Where actual quantities vary materially from estimated quantities, unit prices may be subject to renegotiation.
- .6 Adjusted pricing resulting from quantity variation shall apply only to quantities materially exceeding or falling below originally estimated amounts.

## **6. METHODS OF VALUATION**

- .1 Contract Price adjustments shall be based on one or more of the following methods, as determined by the Contract Documents or directed by the Consultant:
  - .1 Agreed lump sum quotation
  - .2 Accepted unit prices
  - .3 Time and material valuation under Change Directive procedures
  - .4 Credits for deleted scope of Work
- .2 Unless otherwise agreed, lump sum quotations shall constitute full compensation for the proposed change regardless of actual Contractor cost experience.
- .3 Credits for deleted work shall reflect fair value of labour, materials, equipment, and subcontract costs no longer required.
- .4 Where materials for deleted work have already been procured, the Owner may require transfer of such materials if credit is requested.

## **7. CHANGE REQUEST PROCEDURES**

- .1 Upon receipt of a Change Request, submit pricing and schedule impacts within five (5) calendar days unless otherwise directed. Where urgent circumstances exist, submissions may be required within seventy-two (72) hours.
- .2 Quotations shall include, where applicable:
  - .1 Detailed description of revised scope
  - .2 Labour hours, classifications, and rates
  - .3 Material quantities, unit costs, supplier quotations, and lead times

- .4 Equipment costs
- .5 Subcontractor quotations with supporting breakdowns
- .6 Credits for omitted labour or materials
- .7 Requested overhead and profit markups
- .8 Impact on Contract Time stated in calendar days
- .9 Effect on sequencing, access, or project milestones
- .3 Incomplete quotations may be returned for revision and shall not be considered approved.

## **8. CHANGE ORDERS**

- .1 Accepted changes shall be formalized through Change Order executed by authorized representatives of the Owner and Contractor.
- .2 Quotations shall include, where applicable:
  1. Scope of change
  2. Adjustment to Contract Price
  3. Adjustment to Contract Time, if any
  4. Applicable drawings, specifications, or supplemental documentation
  5. Effective date of change
- .3 Once executed, Change Order requirements become part of the Contract.

## **9. CHANGE DIRECTIVES**

- .1 Where urgent progress of the Work requires immediate action before agreement on valuation is reached, the Owner or Consultant may issue a Change Directive in accordance with Contract requirements.
- .2 Upon receipt of a Change Directive, proceed diligently with the directed work.
- .3 Maintain accurate daily records of:
  1. Labour hours by classification
  2. Equipment usage
  3. Materials incorporated into the Work
  4. Subcontractor costs
  5. Related site impacts where relevant
- .4 Submit supporting records weekly until superseded by Change Order or final valuation.
- .5 Where a Change Directive replaces a previously issued Change Request, prior unaccepted quotations related to that scope shall be deemed cancelled.

## **10. SUPPLEMENTAL INSTRUCTIONS / FIELD DIRECTIVES**

- .1 The Consultant may issue Supplemental Instructions or Field Directives to:
  1. Clarify Contract Documents
  2. Provide additional interpretive information
  3. Direct minor adjustments not affecting Contract Price or Contract Time

4. Resolve coordination matters in the field
- .2 If the Contractor believes such instruction affects cost or schedule, notify the Consultant and Owner promptly in writing before proceeding.
- .3 Proceed only after receipt of written direction confirming no adjustment is required, or after issuance of a Change Order / Change Directive.

## **11. OVERHEAD AND PROFIT**

- .1 For changes resulting in a net increase to Contract Price, combined markup for overhead and profit shall not exceed ten percent (10%) unless otherwise stated in the Contract.
- .2 Markups on subcontractor work shall be in accordance with Contract limitations.
- .3 No overhead or profit shall be added to credits for deleted work unless expressly permitted by the Contract.

## **12. TIME ADJUSTMENTS**

- .1 Requests for extension of Contract Time arising from changes shall be submitted concurrently with pricing quotations.
- .2 Claims for time extension submitted after execution of a Change Order may be rejected unless expressly reserved in writing.
- .3 Additional time granted shall relate only to demonstrated impact of the changed work.

## **13. RECORDS AND DOCUMENTATION**

- .1 Maintain complete records supporting all proposed and executed changes.
- .2 Supporting records shall be available for review by the Owner and Consultant upon request.
- .3 Failure to maintain adequate records may prejudice entitlement to additional compensation or time.

**END OF 01 26 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes requirements for progress payments, supporting documentation, schedule of values, holdback release, allowance accounting, and related payment administration under the Contract.
- .2 Payment procedures shall be read in conjunction with the executed Contract Agreement, including the CCDC 2 – 2020 Stipulated Price Contract and any supplementary amendments forming part of the Contract.
- .3 All applications for payment are subject to review and certification by the Consultant and approval by the Owner in accordance with the Contract Documents.

### **2. REFERENCES**

- .1 Applicable provisions of Canadian Construction Documents Committee (CCDC) 2 – 2020 Stipulated Price Contract, Part 5 – Payment, together with supplementary conditions and amendments, where applicable.

### **3. CONTRACT BASIS OF PAYMENT**

- .1 Payments shall be based on the signed Contract between the Owner and Contractor, including:
  1. Base Bid amount
  2. Accepted alternates
  3. Separate prices incorporated into the Contract
  4. Approved Change Orders
- .2 No additions, deductions, or substitutions affecting Contract Price shall be recognized unless authorized through approved contract modification procedures.
- .3 Where required, contemplated changes may be issued for pricing review prior to formal Change Order issuance.

### **4. APPLICATIONS FOR PROGRESS PAYMENT**

- .1 Unless otherwise agreed in writing, submit applications for payment monthly, dated the last day of each month.
- .2 Submit applications first to the Consultant for review and certification prior to submission to the Owner.
- .3 Payment applications shall reflect only the value of:
  1. Work properly completed to date
  2. Materials incorporated into the Work

3. Eligible products delivered to the Place of the Work
4. Approved changes to the Contract
- .4 Applications shall remain consistent with previously approved payment certifications.
- .5 The Consultant or Owner may reject or revise any application deemed inconsistent with actual progress or unsupported by required documentation.
- .6 Invoices requiring correction or resubmission shall not be considered proper invoices until revised to the satisfaction of the Consultant.

## **5. PROPER INVOICE REQUIREMENTS**

- .1 Each application for payment shall constitute a proper invoice and include the following information in a format acceptable to the Consultant:
  - .1 Contractor's full legal name and address
  - .2 Invoice date
  - .3 Billing period covered by the application
  - .4 Full project name exactly as stated in the Contract
  - .5 Updated Schedule of Values identifying completed work and quantities where applicable
  - .6 Amount claimed and payment terms
  - .7 Remittance contact name, title, mailing address, and telephone number
  - .8 Current WSIB clearance certificate covering the billing period
  - .9 Other documents reasonably required by the Owner or Consultant

## **6. SUPPORTING DOCUMENTATION**

- .1 Submit the following with the second and each subsequent application, including final holdback release application:
  - .1 Updated Schedule of Values
  - .2 Current WSIB clearance certificate
  - .3 Statutory Declaration of Progress Payment Distribution (CCDC 9A or approved equivalent) confirming payment of subcontractors, labour, suppliers, and statutory obligations
- .2 Submit the following with application for holdback release:
  - .1 Evidence of publication of Certificate of Substantial Performance, where required
  - .2 Where no Certificate of Substantial Performance is issued, Statement of Contract Deemed Completed or equivalent statutory documentation
  - .3 Confirmation that deficiencies and closeout requirements have been completed

## **7. SCHEDULE OF VALUES**

- .1 Submit an initial Schedule of Values at least fifteen (15) calendar days prior to the first application for payment. Schedule of Values shall:

- .1 Aggregate the full Contract Price
- .2 Break the Work into logical trades, phases, or cost categories
- .3 Include quantities where applicable
- .4 Be presented in spreadsheet format
- .5 Use numbering and descriptions consistent with Bid Form or pricing schedule
- .2 Obtain written acceptance of the initial Schedule of Values prior to first payment application.
- .3 Submit updated Schedule of Values with each subsequent application showing:
  - .1 Previous billings
  - .2 Current billing amount
  - .3 Value of work completed to date
  - .4 Remaining balance by line item
- .4 The Owner and Consultant reserve the right to require reformatting, reallocation, or additional detail where the submitted Schedule of Values is inadequate for payment review.

## **8. PRODUCTS STORED OFF SITE**

- .1 Payment for products stored off site may be considered only under exceptional circumstances and at the sole discretion of the Owner.
- .2 Submit written request with justification and supporting information.
- .3 Any approval shall be subject to conditions imposed by the Owner or Consultant to protect the Owner's interests, including but not limited to:
  1. Proof of ownership
  2. Insurance coverage
  3. Secure storage conditions
  4. Identification and segregation of goods
  5. Inspection rights

## **9. HOLDBACK AND FINAL PAYMENT**

- .1 Final holdback application shall be submitted only after:
  1. Completion of all Contract Work
  2. Correction of deficiencies
  3. Satisfaction of statutory lien periods
  4. Submission of required closeout documents
- .2 Unless otherwise governed by legislation or the Contract, holdback release shall occur in accordance with applicable statutory timelines following certification of substantial performance.
- .3 Final payment does not relieve the Contractor of warranty or outstanding contractual obligations.

**END OF 01 29 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes administrative and procedural requirements for preparation, review, coordination, submission, resubmission, distribution, and closeout of all project submittals required under the Contract Documents.
- .2 Submittals include, but are not limited to:
  - .1 Shop drawings
  - .2 Product data and technical literature
  - .3 Samples and mock-ups
  - .4 Safety Data Sheets (SDS)
  - .5 Schedules and administrative forms
  - .6 Insurance, bonds, certificates, and qualifications
  - .7 Warranties, guarantees, and closeout documentation
- .3 Submit all required items in a timely and orderly sequence so as not to delay the Work.
- .4 Delays caused by incomplete, inaccurate, or late submittals shall not constitute grounds for extension of Contract Time or additional compensation.

### **2. GENERAL REQUIREMENTS**

- .1 Review, coordinate, and approve all submittals prior to forwarding to the Consultant.
- .2 Contractor review stamp on each submission confirms that:
  - .1 Field dimensions and existing conditions have been verified
  - .2 Coordination with adjacent trades and related work has been completed
  - .3 Submittal complies with Contract requirements
  - .4 Information is complete and suitable for review
- .3 Submittals lacking Contractor review stamp, signature, date, project identification, or required supporting information may be returned without review.
- .4 Do not proceed with procurement, fabrication, or installation of work affected by a required submittal until review process is complete and disposition permits proceeding.
- .5 Keep one current reviewed copy of each accepted submittal at the project site for reference throughout construction.
- .6 Consultant review is for general conformity only and does not relieve Contractor of responsibility for errors, omissions, quantities, dimensions, coordination, means and methods, or compliance with Contract Documents.

### **3. TRANSMITTAL REQUIREMENTS**

- .1 Every submittal package, whether electronic or hard copy, shall include a transmittal identifying:
  - .1 Date of submission

- .2 Sequential submittal number for tracking
  - .3 Contractor name and business address
  - .4 Owner name and contact information
  - .5 Project name, address, and project number
  - .6 Identification and quantity of items submitted
  - .7 Specification section reference where applicable
  - .8 Contractor certification stamp signed by authorized representative
- .2 Re-submissions shall clearly identify revision number and date.

#### **4. DEVIATIONS AND SUBSTITUTIONS**

- .1 Clearly identify any proposed deviation from Contract requirements in writing at time of submission.
- .2 State reason for deviation and describe effect on performance, appearance, warranty, cost, and schedule.
- .3 Do not propose substitutions or material changes solely through shop drawing markups or product data notation.
- .4 Unauthorized deviations incorporated into the Work may be rejected and replaced at Contractor's expense.

#### **5. SUBMISSION FORMAT**

- .1 Submit electronically unless otherwise specified.
- .2 Provide hard copies when specifically requested by the Consultant, Owner, authority having jurisdiction, or technical specification section.
- .3 Use SI metric units for project-specific dimensions and technical information unless otherwise approved.
- .4 Where source material is not produced in SI metric units, converted values are acceptable.
- .5 Do not reproduce construction drawings as direct backgrounds for shop drawings unless expressly permitted.

#### **6. REVIEW PERIODS**

- .1 Allow a minimum of ten (10) calendar days for Consultant review of each complete submission unless otherwise noted.
- .2 Additional time may be required for complex, incomplete, resubmitted, or multi-discipline submittals.
- .3 Coordinate submission dates with construction schedule to avoid delays.

#### **7. REVIEW DISPOSITIONS**

- .1 Submittals requiring only minor corrections may be returned marked as reviewed and work may proceed subject to incorporation of noted comments.
- .2 Submittals containing significant deficiencies, omissions, or non-compliance may be rejected and returned for correction and resubmission.
- .3 Corrected resubmittals shall be returned promptly and, unless otherwise directed, within ten (10) calendar days of rejection notice.
- .4 Consultant comments are intended to achieve compliance with Contract requirements and do not authorize changes in Contract Price or Contract Time.
- .5 If Contractor believes review comments constitute a change, notify Consultant in writing before proceeding.

## **8. DISTRIBUTION OF REVIEWED SUBMITTALS**

- .1 Following review, distribute copies to subcontractors, suppliers, installers, and others requiring the information for execution of the Work.
- .2 Ensure only latest reviewed versions are used in the field.
- .3 Remove superseded submittals from active use.

## **9. SHOP DRAWINGS**

- .1 Submit project-specific shop drawings where required by technical Sections or reasonably requested by the Consultant.
- .2 Shop drawings include drawings, diagrams, schedules, illustrations, charts, brochures, and related data necessary to illustrate a portion of the Work.
- .3 Include, where applicable:
  - .1 Fabrication details
  - .2 Layout dimensions and field dimensions
  - .3 Clearances and tolerances
  - .4 Attachment, anchorage, and erection details
  - .5 Capacities and performance characteristics
  - .6 Operating weights
  - .7 Wiring diagrams
  - .8 Single-line and schematic diagrams
  - .9 Applicable standards
  - .10 Relationship to adjacent and existing work
- .4 Show project name, address, number, original submission date, revision dates, and names of subcontractor, supplier, or manufacturer.
- .5 Where required, provide signed and sealed professional engineering review by an engineer licensed in the jurisdiction of the Work.
- .6 Delete non-applicable standard information and highlight project-specific content.

## **10. PRODUCT DATA**

- .1 Submit manufacturer product literature where standardized products are proposed and shop drawings are unnecessary.
- .2 Include:
  - .1 Manufacturer name
  - .2 Product name and model number
  - .3 Current technical data sheets
  - .4 Installation recommendations
  - .5 Performance ratings and certifications where relevant

## **11. SAFETY DATA SHEETS**

- .1 Submit current Safety Data Sheets (SDS) for controlled or hazardous products proposed for the Work.
- .2 Include handling, storage, hazard identification, first aid, and safety precautions.

## **12. ADMINISTRATIVE SUBMITTALS**

- .1 Submit the following as required and in the manner dictated by Contract or law:
  - .1 Insurance certificates and bonds
  - .2 Notice of Project on Provincial Ministry of Labour official form for Place of Work
  - .3 Site-specific Health and Safety Plan
  - .4 Trade licences and qualification cards
  - .5 Worker certifications
  - .6 Inspection or testing certificates
- .2 Qualification cards and required licences for site personnel shall remain available on site for inspection. Installer qualification cards to include but not be limited to the following:
  - .1 Name and photo of qualifying individual,
  - .2 Identification of training type and limitations,
  - .3 Date of certification and date of expiration.
- .3 Submit true copies of transcripts for specified insurance and bonds. Insurance and submittals to include but not be limited to the following information:
  - .1 Name the Owner and the Consultant as extra insured,
  - .2 Indicated amount and type of coverage to reflect those specified,
  - .3 Bonds and Insurance documents to be notarized and executed.

## **13. WARRANTIES AND GUARANTEES**

- .1 Submit manufacturer warranties and Contractor guarantees in required form prior to closeout. Include:
  - .1 Issuing company name and address
  - .2 Coverage type and duration
  - .3 Terms, exclusions, and claims procedures

- .4 Emergency contact procedures where applicable

#### **14. CLOSEOUT SUBMITTALS**

- .1 Upon completion of the Work, submit closeout documentation in accordance with Section 01 77 00 – Closeout Procedures.
- .2 Closeout documentation may include:
  - .1 Final warranties and guarantees
  - .2 Maintenance manuals
  - .3 Spare parts lists
  - .4 Final as-built information
  - .5 Final certificates and reports

#### **15. COORDINATION WITH CONSTRUCTION**

- .1 Coordinate submittal schedule with procurement, fabrication, and installation milestones.
- .2 Ordering materials or installing work before required review is complete is at Contractor's sole risk and may result in rejection of the Work.

**END OF 01 33 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes special procedures governing health and safety administration, emergency planning, fire prevention, regulatory compliance, infectious disease controls, worker protection, reporting obligations, and site safety management for the Work.
- .2 The Contractor is solely responsible for construction safety, protection of workers, protection of the public, safeguarding adjacent property, and environmental protection arising from execution of the Work.
- .3 Safety requirements form an essential condition of the Contract. Failure to comply may result in suspension of the Work, removal from site, or other remedies permitted under the Contract.

### **2. REFERENCES**

Comply with latest editions of applicable federal, provincial, municipal, and industry requirements including, but not limited to:

- .1 Ontario Building Code
- .2 Ontario Fire Code
- .3 Occupational Health and Safety Act and Regulations for Construction Projects
- .4 Ontario Regulation 213/91 – Construction Projects
- .5 Canada Labour Code, Part II, and Canada Occupational Health and Safety Regulations
- .6 Workplace Hazardous Materials Information System (WHMIS)
- .7 Canadian Electrical Code
- .8 Electrical Safety Authority requirements
- .9 Ministry of Labour, Training and Skills Development requirements
- .10 Infrastructure Health and Safety Association (IHSA) guidance
- .11 Public Services Health and Safety Association (PSHSA) guidance
- .12 Workplace Safety and Prevention Services (WSPS) guidance
- .13 Ontario Road Builders' Association (ORBA), where applicable
- .14 Public health directives and infectious disease control requirements
- .15 All other authorities having jurisdiction relevant to the Work

Where referenced standards are superseded, comply with the latest applicable edition.

### **3. SUBMITTALS**

- .1 Make all submissions in accordance with Section 01 33 00 – Submittal Procedures.
- .2 Within seven (7) days of Letter of Intent, Notice of Award, or Contract execution, and prior to commencement of Work, submit a site-specific Health and Safety Plan.
- .3 Health and Safety Plan shall include, at minimum:

- .1 Name and contact information of Contractor's designated site safety representative
- .2 Hazard and risk assessment for project activities
- .3 Safe work procedures for project-specific tasks
- .4 Emergency response procedures
- .5 Rescue procedures where elevated or suspended access systems are used
- .6 Nearest medical facilities and level of care available
- .7 Emergency contact numbers for police, fire, ambulance, and utilities
- .8 First aid procedures and location of first aid stations
- .9 Fire prevention and evacuation procedures
- .10 Infectious disease prevention procedures where applicable
- .11 PPE requirements by task
- .12 Inspection and monitoring procedures.
- .4 Submit copies of current worker training certifications applicable to assigned duties, including where relevant:
  - .1 WHMIS
  - .2 Fall arrest
  - .3 Suspended access equipment
  - .4 Scaffolding erection/use
  - .5 Aerial lifts
  - .6 Powder-actuated tools
  - .7 Other trade or task-specific safety training
- .5 Submit current Safety Data Sheets (SDS) for hazardous or controlled products to be used on site.
- .6 Submit Notice of Project filing where required by legislation.
- .7 Submit incident and accident reports in accordance with this Section.
- .8 Consultant review of submitted safety documentation does not constitute approval of means and methods and does not reduce Contractor responsibility for site safety.

#### **4. CONTRACTOR RESPONSIBILITIES**

- .1 Be fully responsible for:
  - .1 Health and safety of all persons on site
  - .2 Protection of the public and adjacent properties
  - .3 Protection of Owner property
  - .4 Compliance with applicable legislation
  - .5 Environmental protection affected by the Work
- .2 Ensure all workers are competent, trained, properly supervised, and equipped for assigned duties.
- .3 Provide sufficient safety equipment and enforce safe work practices at all times.
- .4 Immediately comply with lawful directions issued by authorities having jurisdiction, the Owner, or the Consultant relating to safety matters.

## **5. HEALTH AND SAFETY COORDINATOR**

- .1 Assign a competent and authorized Health and Safety Coordinator for the Project.
- .2 Coordinator shall:
  - .1 Have minimum two (2) years relevant site experience
  - .2 Possess working knowledge of applicable safety legislation
  - .3 Implement and monitor site safety program daily
  - .4 Coordinate inspections, reporting, and corrective actions
  - .5 Serve as primary safety contact for Owner and Consultant

## **6. SITE SAFETY ADMINISTRATION**

- .1 Maintain at the site current copies of applicable Occupational Health and Safety legislation and related regulations.
- .2 Conduct minimum weekly site safety inspections and maintain records available to the Owner or Consultant upon request.
- .3 Promptly provide copies of inspection orders, notices, directions, or reports issued by regulatory authorities.
- .4 Submit written incident or accident reports within twenty-four (24) hours of occurrence, or sooner where required by law.
- .5 Immediately address any unsafe condition or non-compliance identified during inspections.

## **7. POSTING OF DOCUMENTS**

- .1 Post required workplace notices, legislation extracts, emergency contacts, inspection notices, and regulatory postings in conspicuous weather-protected locations.
- .2 Provide postings in English, French, and the predominant workplace language where required.
- .3 Post required Ministry of Labour construction notices at entrances, site offices, trailers, and other required locations.

## **8. PERSONAL PROTECTIVE EQUIPMENT**

- .1 Provide all workers and visitors entering the workplace with required PPE suitable for site hazards and applicable regulations.
- .2 PPE may include, where required:
  - .1 Hard hats
  - .2 Safety footwear
  - .3 High-visibility apparel
  - .4 Eye and face protection
  - .5 Gloves

- .6 Hearing protection
- .7 Respiratory protection
- .8 Fall protection systems
- .3 Enforce PPE use at all times where required.

## **9. FALL PROTECTION AND ACCESS SAFETY**

- .1 Provide fall protection systems in accordance with applicable legislation and manufacturer requirements.
- .2 Systems may include:
  - .1 Guardrails
  - .2 Travel restraint systems
  - .3 Fall arrest systems
  - .4 Warning lines
  - .5 Controlled access zones where permitted
- .3 Ensure suspended access equipment, lifts, scaffolds, ladders, and elevated work platforms are used only by trained personnel.

## **10. FIRST AID AND MEDICAL RESPONSE**

- .1 Provide and maintain first aid kits, supplies, and trained attendants as required by regulation.
- .2 Ensure emergency transportation and communication procedures are in place.
- .3 Identify nearest medical treatment facilities in the site safety plan.

## **11. FIRE SAFETY REQUIREMENTS**

- .1 Implement fire prevention measures throughout the Project in accordance with applicable fire codes and authority requirements.
- .2 Prepare and maintain a project Fire Safety Plan identifying:
  - .1 Emergency fire procedures
  - .2 Assigned fire safety responsibilities
  - .3 Training of supervisory personnel
  - .4 Fire protection systems and controls
  - .5 Fire hazard control measures
  - .6 Inspection and maintenance of fire protection equipment
- .3 Provide and maintain sufficient fire extinguishers at active work locations.
- .4 Handle and store gasoline, fuels, and combustible materials in accordance with applicable regulations.
- .5 Place oily rags and combustible waste in approved containers and remove daily.
- .6 Report any fire incident immediately to the Owner, Consultant, and required authorities.
- .7 Replace discharged or damaged fire protection equipment without delay.

## **12. INFECTIOUS DISEASE CONTROL**

- .1 Implement reasonable measures to reduce transmission of infectious diseases in accordance with public health directives and applicable legislation.
- .2 Measures may include:
  - .1 Hygiene and sanitation procedures
  - .2 Cleaning of common areas and tools
  - .3 Distancing or work sequencing controls
  - .4 Personal protective equipment where required
  - .5 Reporting and isolation procedures consistent with law

## **13. UNFORESEEN HAZARDS**

- .1 Where unforeseen hazards, dangerous conditions, or unusual safety risks become evident, immediately stop affected operations and secure the area.
- .2 Follow statutory right-to-refuse-work procedures where applicable.
- .3 Notify Consultant and Owner verbally immediately and in writing promptly thereafter.

## **14. HOT WORKS AND RED TAG PERMITS**

- .1 Hot Works Permits and Red Tag Permits are mandatory where required by the building insurer or Owner for welding, cutting, torching, soldering, grinding, roofing flame work, or any operation generating heat, flame, or sparks.
- .2 Permit forms shall be obtained from the Owner or Owner's management office prior to commencement of each day's hot work.
- .3 Hot Work Permits are issued daily only. Where work extends to a subsequent day, obtain a new permit before resuming operations.
- .4 Trade personnel performing the work shall sign the permit/tag documentation and place the appropriate tag on the affected apparatus, system, or isolation point.
- .5 Upon completion of the work, the same trade person shall:
  - .1 Remove the tag
  - .2 Confirm restoration of affected systems
  - .3 Return signed permit/tag documentation to the Owner's management office
- .6 All hot work that may impair or affect existing life safety systems, including fire alarm or sprinkler systems, shall be coordinated in advance with the Owner so that affected zones may be bypassed only as authorized.
- .7 All bypassed fire alarm or sprinkler zones shall be fully restored and returned to normal service at the end of each working day.
- .8 While any life safety zone is bypassed, provide continuous fire watch coverage as follows:
  - .1 Contractor shall provide fire watch during active hot work operations
  - .2 Contractor shall continue fire watch for thirty (30) minutes after hot work is complete

- .3 Building Security may patrol the affected area once per hour for the next three (3) hours, where arranged by the Owner
- .9 All costs associated with contractor fire watch obligations shall be borne by the Contractor.
- .10 Contractors performing hot work without an active permit, required tag, or fire watch may be directed to stop work immediately, removed from site, or expelled from the building at the Owner's discretion.

## **15. LOCKOUT / TAGOUT REQUIREMENTS**

- .1 Trades and contractors shall comply with lockout/tagout procedures mandated by applicable legislation, utility owners, manufacturers, and their governing professional organizations or trade standards.
- .2 Do not energize, start, reopen, or reactivate isolated equipment or systems without authorization and proper removal of lockout devices.

## **16. NON-COMPLIANCE AND WORK STOPPAGE**

- .1 Failure to comply with safety legislation, regulatory orders, or Contract safety requirements constitutes non-compliance with the Contract.
- .2 The Owner, Consultant, or authorities having jurisdiction may direct immediate corrective action.
- .3 Work may be stopped where unsafe conditions exist or where non-compliance remains uncorrected.
- .4 Safety of workers, occupants, public, and environment shall take precedence over cost or schedule considerations.

## **END OF 01 35 00 – SPECIAL PROCEDURES**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes requirements for temporary barriers, fencing, hoarding, covered walkways, enclosures, warning devices, and related protective measures required to secure the Work, protect the public, maintain safe access, and safeguard existing and completed construction during execution of the Contract.
- .2 Provide, maintain, adjust, and remove all temporary barriers and enclosures necessary to:
  - .1 Protect the public, occupants, workers, and adjacent properties
  - .2 Prevent unauthorized access to construction areas
  - .3 Maintain required emergency egress and fire access
  - .4 Protect existing facilities and completed or partially completed Work
  - .5 Allow continued use and occupancy of affected premises where required by the Owner
- .3 Coordinate all temporary barrier and enclosure arrangements with the Owner and Consultant prior to installation.

### **2. GENERAL REQUIREMENTS**

- .1 All materials, equipment, and temporary protection systems shall be located and installed in positions acceptable to the Owner's representative.
- .2 Scheduling and sequencing of temporary barriers and enclosures shall be reviewed with and approved by the Owner before installation.
- .3 Comply with all applicable codes, bylaws, regulations, occupational health and safety requirements, and authority having jurisdiction directives.
- .4 Maintain temporary barriers and enclosures in safe, stable, and serviceable condition for the full duration of the Work.
- .5 Modify or relocate temporary barriers and enclosures as project conditions change or as directed by the Owner or Consultant.
- .6 Remove temporary barriers and enclosures when no longer required and restore affected areas to pre-construction condition.

### **3. TEMPORARY BARRIER AND ENCLOSURE PLAN**

- .1 Prepare and implement a temporary barriers and enclosures plan appropriate to the project conditions.
- .2 Revise the plan as required to suit phasing, occupancy needs, changing site conditions, and Owner requirements.
- .3 Plan shall address, where applicable:
  1. Site fencing and controlled access points
  2. Public protection measures

3. Covered passageways and hoarding
4. Temporary weather enclosures
5. Warning signs and temporary lighting
6. Fire routes and emergency access
7. Protection of existing and completed finishes

#### **4. TEMPORARY FENCING**

- .1 Provide temporary fencing around work and staging areas as necessary to secure the site and protect the public.
- .2 Fencing shall be one of the following, as appropriate to the Project:
  1. Minimum 1800 mm (72 in.) high interlocking steel fence with openings not greater than 38 mm (1-1/2 in.)
  2. Temporary portable chain-link fencing minimum 1800 mm (6 ft.) high with galvanized steel posts and rails
- .3 Provide gates as required for controlled access. Gates shall be lockable when site is unattended.
- .4 Support fencing with concrete or galvanized steel bases as required to maintain stability.
- .5 Provide protective treatment at fence bases where necessary to prevent tripping hazards.
- .6 Secure fencing against overturning, displacement, and wind loads.
- .7 Where required, provide code-compliant windscreen fabric to reduce windblown debris and screen construction operations from public view.

#### **5. WARNING SIGNS AND TEMPORARY LIGHTING**

- .1 Mark temporary barriers, fences, hoarding, and restricted areas with appropriate warning signage.
- .2 Provide warning lights, including flashing red or amber lights where necessary for visibility and public safety.
- .3 Maintain all signs and lighting in operable condition for the duration of the hazard.

#### **6. PASSAGEWAYS, HOARDING, AND COVERED WALKWAYS**

- .1 Where work occurs above or adjacent to pedestrian routes, exits, access roads, safe areas, or occupied entrances required to remain open, provide structurally adequate covered hoarding or protected walkways.
- .2 Covered protection shall be provided, at minimum, for:
  - .1 Emergency exits
  - .2 Safe areas
  - .3 Emergency access roads
  - .4 Entrances and exits directed by the Owner to remain open
  - .5 Egress routes required for continued occupancy

- .3 Coordinate exact locations and extents with the Owner prior to installation.
- .4 Passageways and hoarding shall comply with applicable codes and safety regulations.
- .5 Construct protected walkways and hoarding using engineered scaffolding or other suitable engineered systems.
- .6 Provide, where applicable:
  - .1 Overhead plank decking
  - .2 Plywood roof sheathing
  - .3 Sidewall protection
  - .4 Handrails and barricades
  - .5 Warning signage
  - .6 Lighting
  - .7 Safe, drained walking surfaces
- .7 Covered pedestrian hoarding shall generally include:
  - .1 Scaffolding frames with cross-bracing at 2400 mm (96 in.) on centre
  - .2 50 mm x 250 mm (2 in. x 10 in.) planks tightly laid across top framing
  - .3 19 mm (3/4 in.) plywood over top planks
  - .4 Minimum 12 mm (1/2 in.) plywood sidewalls on 38 mm x 89 mm (1-1/2 in. x 3-1/2 in.) framing set within the overhead support system
  - .5 Lighting to minimum 50 lux, protected against vandalism
- .8 Extent of covered hoarding shall be not less than:
  - .1 A line projected from the top of the work at 60 degrees from vertical, or
  - .2 6000 mm (240 in.) from the face of the affected entrance/exit
- .9 Hoarding over access roads and designated safe areas shall be designed by a professional engineer licensed in the Province of the Work.
- .10 Submit stamped project-specific drawings for engineered hoarding systems prior to installation.

## **7. TEMPORARY WEATHER ENCLOSURES**

- .1 Provide temporary enclosures where required to protect construction materials, installed work, or exposed building areas from weather, moisture, temperature extremes, and other damaging conditions.
- .2 Where permanent enclosure is incomplete and heating or cooling is required, provide insulated temporary enclosures with adequate ventilation.
- .3 Temporary enclosures shall comply with applicable codes, health and safety requirements, and manufacturer recommendations.

## **8. PROTECTION OF EXISTING AND INSTALLED WORK**

- .1 Provide temporary protection for existing building components, stored materials, and completed or partially completed Work susceptible to damage from construction operations.

- .2 Protect floors, stairs, walls, openings, roofs, waterproofed surfaces, landscape areas, and adjacent finishes from damage, staining, wear, and weather exposure.
- .3 Use plywood, tarpaulins, insulation, coverings, and other protective measures as required by site conditions.
- .4 Limit and control worker and material traffic in sensitive areas to minimize damage.
- .5 Do not permit unnecessary storage or traffic on waterproofed, roofed, or landscaped surfaces unless specifically authorized.
- .6 Confirm locations and installation schedule for protection measures with the Consultant not less than three (3) days prior to installation.

## **9. FIRE ROUTES AND EMERGENCY ACCESS**

- .1 Maintain fire routes, firefighting access, stairways, hydrants, extinguishers, exits, and required overhead clearances free of obstruction at all times.
- .2 Where temporary routing is required, provide signage and protective measures acceptable to the Owner and authorities having jurisdiction.
- .3 Do not obstruct emergency access roads or required life safety features without written approval and approved alternate measures.

## **10. PUBLIC TRAFFIC FLOW**

- .1 Maintain safe and orderly pedestrian and vehicular movement adjacent to the Work.
- .2 Provide competent flag persons, temporary traffic controls, barricades, warning devices, lights, flares, lanterns, and related measures as required to protect the public and permit execution of the Work.
- .3 Ensure temporary pedestrian routes are clearly identified, protected, and maintained in safe condition.

## **11. REMOVAL AND RESTORATION**

- .1 Remove temporary barriers, fencing, enclosures, hoarding, warning devices, and related temporary works when no longer required, unless otherwise directed by the Owner.
- .2 Remove associated debris and temporary materials from the site promptly.
- .3 Repair damage caused by temporary barriers and enclosures.
- .4 Restore site surfaces, building elements, access routes, and adjacent areas affected by temporary protection work to pre-construction condition.

**END OF 01 56 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section governs all cutting, fitting, boring, coring, sleeving, patching, and making-good required to complete the Work, including restoration of affected assemblies and finishes, protection of existing construction, coordination with utilities, and preservation of structural and fire-resistance integrity.
- .2 Include all labour, materials, equipment, scanning, x-ray investigation, protection, firestopping, restoration, and incidental work necessary to execute cutting and patching in a neat, safe, and fully coordinated manner.
- .3 The Contractor is fully responsible for all cutting and patching associated with the Work.

### **2. QUALITY REQUIREMENTS**

- .1 Perform cutting and patching using qualified trades experienced in the relevant materials and finishes.
- .2 Execute all work in a careful, accurate, and workmanlike manner to minimize damage, avoid unnecessary refinishing, and maintain the intended performance of affected assemblies.
- .3 Restore all disturbed construction to a condition equal to or better than that existing prior to commencement of the Work, to the satisfaction of the Consultant and Owner.

## **PART 2 – PRODUCTS**

### **1. GENERAL**

- .1 Unless otherwise specified, use materials identical in type, quality, and appearance to those removed or disturbed. Provide products compatible with adjacent existing construction and suitable for intended service.
- .2 Patching materials shall match existing adjacent materials in composition, texture, profile, and finish to the greatest extent possible so that completed work is visually continuous and inconspicuous.

### **2. FIRESTOPPING AND SMOKE SEAL MATERIALS**

- .1 At penetrations through fire-rated walls, floors, ceilings, shafts, or other rated assemblies, seal openings full thickness with approved firestopping and smoke-seal systems that maintain the required fire-resistance and smoke-control performance of the assembly. Use only approved firestopping and smoke-seal materials where penetrations occur through rated assemblies.

## **PART 3 – EXECUTION**

### **1. EXAMINATION AND PREPARATION**

- .1 Examine existing conditions before commencing work.
- .2 Verify field conditions, dimensions, and relationship of new work to existing construction.
- .3 Before cutting or exposing concealed conditions, identify hazards and coordinate work to avoid damage to structural elements, utilities, waterproofing, finishes, and adjacent work.
- .4 Provide temporary supports, barriers, weather protection, dust protection, and other safeguards as required to preserve structural integrity and protect surrounding construction during the work.
- .5 Where areas are opened to the exterior or otherwise exposed, provide temporary protection against weather and water ingress until permanent closure is complete.

### **2. GENERAL CUTTING AND PATCHING REQUIREMENTS**

- .1 Execute cutting, fitting, coring, drilling, chasing, sleeving, and patching as required to properly integrate the Work.
- .2 Make all cuts and openings neat, true, accurate, and with smooth edges.
- .3 Use methods that minimize vibration, dust, noise, spalling, cracking, and collateral damage.
- .4 Protect finished and completed surfaces from damage during the work.
- .5 Do not cut or alter work in a manner that would reduce structural capacity, fire rating, weather resistance, acoustic performance, or operational integrity of the affected construction.
- .6 Where new work connects to existing construction, patch and make good so that completed work matches adjacent construction in material, profile, alignment, and finish.
- .7 Refinish surfaces to match adjacent finishes. For continuous surfaces, extend refinishing to the nearest break, joint, or natural termination. For discrete assemblies, refinish the entire affected unit where required to achieve uniform appearance.
- .8 Fit work tightly around sleeves, pipes, ducts, conduits, and similar penetrations to maintain neatness and required performance.

### **3. STRUCTURAL LIMITATIONS**

- .1 Do not cut, core, drill, bore, sleeve, notch, or otherwise alter load-bearing or structural members without prior written approval from the Consultant.
- .2 Where new openings are proposed in existing structural slabs, walls, or other structural concrete elements, submit exact size and location to the Consultant for review and approval before any work proceeds.
- .3 No reinforcing steel embedded in concrete shall be cut without explicit written authorization from the Consultant.

- .4 No embedded conduit, piping, or similar concealed service within concrete construction shall be cut or disturbed.

#### **4. CUTTING AND CORING OF CONCRETE**

- .1 Include in the Contract all costs associated with scanning, x-ray investigation, marking, consultant review, and concrete cutting or coring required for the Work.
- .2 Prior to coring or cutting concrete, accurately mark proposed opening locations on the affected surface with sufficient permanence for review.
- .3 Notify the Consultant once proposed locations have been marked and before any cutting or coring is undertaken.
- .4 X-ray, scan, or otherwise investigate the affected concrete areas, as required by Owner policy and the Contract Documents, to identify reinforcing steel, embedded conduit, piping, and other concealed obstructions to the maximum extent practicable.
- .5 Ensure the locations of identified reinforcement, conduit, and other concealed elements are clearly marked on the concrete surface by the scanning or x-ray provider.
- .6 Obtain Consultant review of marked hole locations and scan results prior to commencement of cutting or coring.
- .7 Where avoidance of reinforcing steel or embedded services requires relocation of an opening, promptly advise the Consultant before proceeding.
- .8 Do not proceed with revised locations that affect alignment, layout, or connected work until directed by the Consultant.

#### **5. EXISTING UTILITIES AND SERVICES**

- .1 When breaking into, connecting to, or working adjacent to existing utilities or building services, coordinate timing and procedures to minimize disruption to the Work, occupants, pedestrian traffic, vehicular access, and Owner operations.
- .2 Keep interruptions to existing services to the minimum duration reasonably possible.
- .3 Unless otherwise approved in writing by the Owner, schedule service interruptions outside normal occupancy hours and preferably on weekends.
- .4 Protect and maintain active utilities and services during the Work.
- .5 Record the locations of exposed or confirmed existing services, including depths where relevant, on as-built documentation.
- .6 Maintain excavations and exposed service areas free of water.
- .7 Provide temporary barriers and protections in accordance with Section 01 56 00 where required to safeguard the public and site operations.

#### **6. FIRE-RATED AND SPECIALTY ASSEMBLIES**

- .1 Repair or reinstate all penetrated fire-rated assemblies using approved systems and installation procedures matching the rating and configuration of the original construction.

- .2 Ensure that cutting and patching of specialty assemblies, including waterproofed, air barrier, acoustic, and finished systems, is carried out in a manner that preserves intended performance.

## **7. PATCHING AND RESTORATION**

- .1 Patch all affected areas promptly after installation of new work.
- .2 Perform patching using skilled trades specializing in the applicable material or finish.
- .3 Match adjacent work in plane, profile, alignment, texture, and appearance.
- .4 Leave completed patched areas sound, flush, secure, and visually consistent with surrounding construction.
- .5 Remove debris arising from cutting and patching operations and keep work areas clean throughout the process.

## **8. FIELD QUALITY CONTROL**

- .1 Where concealed conditions differ from those anticipated, stop work in the affected area and notify the Consultant for direction.
- .2 Proceed only when approved methods and locations have been confirmed for affected work.

**END OF 01 73 29**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes requirements for progressive cleaning, final cleaning, waste reduction, source separation, recycling, salvage, disposal, and project waste documentation associated with execution of the Work.
- .2 Perform the Work in a manner that minimizes waste generation arising from over-ordering, breakage, contamination, poor handling, or inadequate planning.
- .3 Maintain the Project in a clean, safe, and orderly condition throughout construction and at completion.

### **2. ADMINISTRATIVE REQUIREMENTS**

- .1 Coordinate cleaning and waste management requirements across all trades and subcontractors.
- .2 Discuss waste reduction objectives and waste handling procedures at the pre-construction meeting to establish consistent project-wide practices.
- .3 Obtain all permits required for transport, recycling, and disposal of waste and recyclable materials, and pay related fees unless otherwise specified.
- .4 Comply with all regulatory requirements governing disposal, recycling, storage, transportation, and handling of waste materials.

### **3. CONSTRUCTION WASTE MANAGEMENT PLAN**

- .1 Prepare and implement a project-specific Construction Waste Management (CWM) Plan appropriate to the Work and available local recycling and diversion facilities.
- .2 Designate an on-site party responsible for administration, instruction, monitoring, and documentation of the CWM Plan.
- .3 Distribute relevant waste management procedures to site supervision, subcontractors, and other affected personnel.
- .4 Provide instruction to workers and subcontractors regarding required separation, handling, reuse, recycling, salvage, return, and disposal methods.
- .5 Subcontractors shall cooperate fully with the Contractor in implementation of the CWM Plan.

### **4. DELIVERY, STORAGE, AND HANDLING**

- .1 Establish clearly identified areas and containers for collection and separation of waste, recyclables, salvage, and return materials.
- .2 Place containers in locations approved by the Consultant.

- .3 Keep collection areas neat, orderly, and clearly marked to prevent contamination of waste streams.
- .4 Clean or segregate contaminated materials before placing them in recycling or reuse containers.
- .5 Arrange for collection by or delivery to appropriate recycling, salvage, reuse, return, or disposal facilities.
- .6 Handle hazardous materials and hazardous waste in strict accordance with applicable regulations.

## **PART 2 – PRODUCTS**

### **1. CLEANING MATERIALS**

- .1 Use only cleaning agents and methods recommended by the manufacturer of the surface being cleaned and by the manufacturer of the cleaning product.
- .2 Use products that will not damage finishes, adjacent materials, or building systems.

### **2. WASTE COLLECTION MATERIALS**

- .1 Provide suitable bins, containers, covers, tarpaulins, and related equipment necessary for waste separation, storage, containment, and transport.
- .2 Clearly label containers according to intended waste stream.

## **PART 3 – EXECUTION**

### **1. GENERAL CLEANING REQUIREMENTS**

- .1 Maintain the Work and the Project site in a continuously clean, orderly, and safe condition, free from accumulation of waste materials, rubbish, packaging, and construction debris.
- .2 Prevent cross-contamination between waste streams and during cleaning operations.
- .3 Notify the Consultant where unusual cleaning needs arise due to actions of the Owner or other contractors.
- .4 Schedule cleaning operations so that dust, debris, and contaminants do not damage wet finishes, newly completed work, or operating building systems.

### **2. PROGRESSIVE CLEANING**

- .1 Remove waste materials from work areas daily and deposit them in designated containers.
- .2 Remove waste and recyclables from the Place of the Work on a daily basis or more frequently where required for safety, housekeeping, or site operations.
- .3 Collect packaging materials for reuse, return, salvage, or recycling where practicable.

- .4 Clean interior areas before commencement of finishing operations and maintain such areas free of dust and contaminants during finish work.
- .5 Provide temporary protective coverings to floors, walls, doors, and elevators where access to work areas passes through finished or occupied spaces.
- .6 Keep storage areas, access routes, and waste bin locations tidy and safe at all times.

### **3. WASTE SEPARATION AND DIVERSION**

- .1 Separate materials at source to maximize reuse, return, salvage, and recycling potential.
- .2 Maintain separate waste streams where appropriate for:
  - .1 General construction waste
  - .2 Recyclable packaging
  - .3 Metals
  - .4 Wood
  - .5 Clean waste
  - .6 Hazardous materials
  - .7 Salvageable materials
  - .8 Materials designated for return to suppliers
- .3 Prevent landfill waste from being mixed with materials intended for diversion.
- .4 Manage hazardous wastes separately from non-hazardous waste streams and dispose of them in accordance with applicable law.

### **4. DISPOSAL REQUIREMENTS**

- .1 Dispose of waste materials and recyclables only at approved municipal landfills, recycling facilities, or authorized waste management facilities.
- .2 Do not burn or bury waste on the Project site.
- .3 Do not discharge or dispose of oils, paints, mineral spirits, solvents, coating materials, thinners, cleaners, or other liquid or volatile wastes with dry waste, on the ground, into waterways, or into storm or sanitary sewers.
- .4 Collect liquid, volatile, or hazardous waste in appropriate closed containers and remove promptly for lawful disposal or recycling.
- .5 Cover or wet down dry waste materials where necessary to prevent blowing dust and debris.

### **5. FINAL CLEANING**

- .1 Upon completion of the Work, remove from the Project site surplus materials, tools, temporary protection, waste, recyclables, temporary works, and construction equipment not required for completion.
- .2 Perform final exterior cleaning including, where affected by the Work:
  - .1 Removal of stains, dirt, spots, and marks from exterior surfaces

- .2 Cleaning of exterior glazing and frames
- .3 Cleaning of roofs, gutters, downspouts, and roof drains
- .4 Cleaning of landscaped surfaces using methods appropriate to the surface condition
- .3 Perform final interior cleaning including, where affected by the Work:
  - .1 Cleaning of interior glazing and frames
  - .2 Removal of dust, labels, smears, and debris from finished surfaces
  - .3 Cleaning of areas impacted by construction access or operations
- .4 Leave the Work and surrounding affected areas clean and ready for final review.

## **6. CLOSEOUT SUBMITTALS**

- .1 Submit waste diversion and disposal documentation at project closeout in accordance with Section 01 78 00 – Closeout Submittals.
- .2 Submit a Construction Waste Management Report in a format acceptable to the Owner, including:
  - .1 Total quantity of waste generated
  - .2 Types and quantities of waste by material category
  - .3 Quantity of material landfilled
  - .4 Quantity of material diverted from landfill
  - .5 Transportation records, manifests, receipts, or other evidence showing final destination of diverted and disposed materials
  - .6 Quantities used as alternative daily cover where applicable
  - .7 Consolidated data where multiple hauling or diversion methods were used

**END OF 01 74 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section establishes requirements for Substantial Performance, Ready-for-Takeover, total completion, deficiency review, final closeout, and submission of project record and warranty documentation required for administrative completion of the Work.
- .2 Closeout procedures include:
  - .1 Deficiency identification and correction
  - .2 Consultant and Owner review procedures
  - .3 Requirements for Substantial Performance and final completion
  - .4 Submission of warranties, guarantees, manuals, declarations, and record documents
  - .5 Final cleaning, demobilization, and turnover obligations

### **2. GENERAL REQUIREMENTS**

- .1 Conform to the Contract Documents and applicable Division 01 requirements.
- .2 Closeout of the Work shall proceed in an orderly and timely manner so that reviews, corrections, document submissions, and final administrative procedures can be completed without unnecessary delay.
- .3 All work amended by approved Change Orders, Field Directives, or other authorized contract modifications shall form part of the closeout requirements.
- .4 Completion of administrative closeout does not relieve the Contractor of ongoing warranty responsibilities. During the warranty period, provide continuing support obligations required by the Contract, including response to defects, leaks, failures, and other warranty issues.

### **3. SUBSTANTIAL PERFORMANCE**

- .1 Requirements for Substantial Performance shall be determined in accordance with applicable lien legislation and the Contract Documents.
- .2 For the purposes of project administration, the Work shall be considered eligible for Substantial Performance review when:
  - .1 The specified Work, including authorized changes, has been substantially completed
  - .2 Remaining deficiencies, defects, omissions, and incomplete items are limited in scope and value
  - .3 The value of remaining work is within the threshold permitted by applicable legislation or, where referenced in the Contract, does not exceed three percent (3%) of the Contract value

- .3 Attainment of Substantial Performance is separate from Ready-for-Takeover and from final completion of the Work.

#### **4. READY-FOR-TAKEOVER**

- .1 Prerequisites for Ready-for-Takeover shall be as described in the General Conditions of the Contract.
- .2 Consultant determination of Ready-for-Takeover shall be made only after review of the Work and confirmation that applicable contractual prerequisites have been satisfied.
- .3 When the Consultant determines the Work is Ready-for-Takeover, written notice shall be provided to the Owner and Contractor.

#### **5. TOTAL COMPLETION**

- .1 The Work shall be considered totally complete only when:
  - .1 All Contract Work, including authorized changes, has been fully performed
  - .2 All identified deficiencies, defects, and incomplete items have been corrected
  - .3 Required closeout documentation has been submitted and accepted
  - .4 Final cleaning, demobilization, and restoration obligations have been fulfilled

#### **6. CLOSEOUT COORDINATION**

- .1 Coordinate closeout activities with the Owner, Consultant, subcontractors, suppliers, and warranty providers.
- .2 Schedule required inspections and reviews sufficiently in advance to allow attendance by all required parties.
- .3 Do not request Consultant review for Substantial Performance or final completion until Contractor has first performed its own internal quality review and correction process.

### **PART 2 – PRODUCTS**

Not Used.

### **PART 3 – EXECUTION**

#### **1. CONTRACTOR PRE-CLOSEOUT REVIEW**

- .1 Before requesting review by the Consultant, conduct a thorough inspection of the Work with Contractor's own forces and affected subcontractors.
- .2 Identify all visible defects, deficiencies, incomplete items, and imperfect work.

- .3 Correct such items promptly and at no additional cost to the Owner before requesting formal Consultant review.

## **2. CONSULTANT REVIEW AND DEFICIENCY LISTS**

- .1 After Contractor's internal review and corrective work are complete, request a joint review of the Work with the Consultant.
- .2 Consultant and Contractor shall review the Work to:
  - .1 Identify defective, deficient, incomplete, or visually unacceptable work
  - .2 Prepare a comprehensive list of items to be completed or corrected
  - .3 Establish anticipated timing and, where appropriate, cost implications for remaining corrective work
- .3 Maintain and update deficiency lists until all items have been resolved.
- .4 Repeat review procedures as necessary until no outstanding closeout items remain.
- .5 Correct all deficiencies identified by the Consultant in a timely manner and prior to demobilization from the site.

## **3. SUBSTANTIAL PERFORMANCE REVIEW PROCESS**

- .1 Where initial deficiency review confirms that no major deficiencies remain and the Work satisfies applicable requirements, the Consultant may issue documentation supporting Substantial Performance.
- .2 Where publication of the Certificate of Substantial Performance is required, arrange for publication in the appropriate construction publication in accordance with governing legislation and Contract requirements.
- .3 Include with closeout records a copy of published Substantial Performance documentation where applicable.

## **4. FINAL WALKTHROUGH**

- .1 After all identified deficiencies have been corrected, request a final walkthrough.
- .2 Invite the Owner, Consultant, and where applicable, representative of the manufacturer issuing the warranty for the Work.
- .3 Coordinate timing so all required parties may attend. Reschedule as necessary to ensure participation.
- .4 Any additional deficiencies or incomplete items identified during final walkthrough shall be corrected promptly.
- .5 Project completion shall not be recognized until all final walkthrough deficiencies have been corrected to the satisfaction of the Owner and Consultant.

**END OF 01 77 00**

## **PART 1 – GENERAL**

### **1. SUMMARY**

- .1 This Section sets out the documentation, materials, and turnover items to be submitted at project closeout, including warranties, finish schedules, operation and maintenance information, and spare materials or special tools required for the Owner's ongoing use and maintenance of the Work.

### **2. WARRANTIES**

- .1 Submit all Contractor warranties and manufacturer warranties specified in the Contract Documents for Consultant review prior to project closeout.
- .2 Ensure warranties are complete, properly executed, and consistent with the requirements of the relevant specification Sections.

### **3. MATERIAL AND COLOUR SCHEDULES**

- .1 Submit a complete record of materials, finishes, and colour selections incorporated into the Work.
- .2 Organize the submission in a clear format suitable for future reference by the Owner and Consultant.

### **4. OPERATION AND MAINTENANCE MANUALS**

- .1 Submit operation and maintenance information for products, systems, and finishes.
- .2 Assemble manuals in an organized and practical format for long-term use by the Owner.
- .3 Include product information identifying:
  - .1 Manufacturer,
  - .2 Catalogue or model number,
  - .3 Selected options,
  - .4 Size and configuration,
  - .5 Material composition,
  - .6 Colour, texture, or finish designation.
- .4 Provide re-ordering information for custom-fabricated or specialty products where future matching may be required.
- .5 Include recommended cleaning methods, approved cleaning products, precautions against harmful agents or procedures, and suggested maintenance intervals.
- .6 Describe routine inspection requirements and any special maintenance procedures necessary to preserve performance of the installed work.

- .7 Where building envelope components are included in the Work, provide guidance for periodic inspections and maintenance necessary to help sustain intended envelope performance over time.
- .8 Include any additional operation and maintenance content required by individual technical specification Sections.

## **5. SPARE PARTS, MAINTENANCE MATERIALS, AND SPECIAL TOOLS**

- .1 Provide spare parts, maintenance stock, and special tools in the quantities specified in the Drawings and Specifications.
- .2 Furnish only new, undamaged items matching the quality, manufacture, and production characteristics of the installed products.
- .3 Identify special tools with durable tags indicating their intended use and the product or system with which they are associated.
- .4 Deliver all spare materials, parts, and tools to the location directed by the Owner at the Place of Work.
- .5 Store all items in original packaging, with manufacturer labels intact, and protect them from damage, contamination, or deterioration until turnover.
- .6 Prepare and submit an inventory of all spare parts, maintenance materials, and special tools.

**END OF 01 78 00**

## **PART 1 – GENERAL**

### **1. SUMMARY OF WORK**

- .1 Provide all labour, materials, equipment, and supervision necessary to carry out selective demolition as required to facilitate repair, replacement, or new construction work.
- .2 Scope includes removal, protection, salvage, recycling, and disposal of designated building components, including associated accessories, systems, and finishes.

### **2. GENERAL REQUIREMENTS**

- .1 Conform to all Contract Documents and Division 01 requirements.
- .2 Coordinate all demolition activities with the Owner and Consultant. Work scheduling is subject to their review and approval.
- .3 Provide minimum 48 hours' notice (or 24 hours where directed) prior to any work affecting building access, services, or occupancy.
- .4 All equipment and material storage locations shall be pre-approved and maintained in secure, contained areas.
- .5 Execute demolition using qualified personnel and methods that prioritize safety, structural integrity, and protection of the public and adjacent properties.

### **3. REFERENCES**

Comply with latest editions of the following (most stringent requirement governs):

- .1 CSA S350 – Code of Practice for Safety in Demolition of Structures
- .2 National Building Code of Canada (NBC), Part 8 – Safety Measures at Construction and Demolition Sites
- .3 Occupational Health and Safety Act (OHSA) and Regulations for Construction Projects
- .4 Canadian Environmental Protection Act (CEPA)
- .5 Canadian Environmental Assessment Act (CEAA)
- .6 Transportation of Dangerous Goods Act (TDGA)
- .7 Applicable provincial and municipal regulations and bylaws

### **4. QUALITY ASSURANCE**

- .1 Notify Consultant for review at key stages, including final condition of surfaces requiring repair or reinstatement.

### **5. STORAGE, PROTECTION, AND ENVIRONMENTAL CONTROLS**

- .1 Protect all building components, services, landscaping, and adjacent properties designated to remain.
- .2 Any damage shall be repaired or replaced to match existing at no additional cost.
- .3 Implement measures to:
  - .1 Control dust, debris, and noise
  - .2 Prevent air contamination beyond work area
  - .3 Avoid impact to groundwater, watercourses, and wildlife
  - .4 Protect trees, shrubs, and vegetation on and adjacent to site
- .4 Limit noisy operations to approved working hours.
- .5 Use temporary enclosures, dust screens, wetting methods, and coverings as required.

## **6. HAZARDOUS MATERIALS AND DESIGNATED SUBSTANCES**

- .1 Hazardous materials shall be handled in accordance with applicable regulations.
- .2 Review and incorporate findings from the Designated Substance Survey (DSS) into work plan.
- .3 If asbestos containing materials are encountered or suspected, cease work and notify the Consultant. Do not resume work in affected area without approval from the Owner and review with the Consultant.
- .4 Unforeseen abatement work shall be treated as extra to the Contract upon approval. The Owner will engage an abatement contractor directly and will be responsible for all abatement costs.

## **7. EXISTING CONDITIONS**

- .1 Verify site conditions prior to commencement.
- .2 Identify discrepancies between actual conditions and Contract Documents and report to Consultant.
- .3 Remove hazardous materials prior to general demolition activities where identified.

## **PART 2 – PRODUCTS**

Not Used.

## **PART 3 – EXECUTION**

### **1. PREPARATION**

- .1 Review drawings and identify:
  - .1 Items for removal
  - .2 Items for salvage or reuse

- .3 Items for salvage or reuse
- .2 Confirm unclear conditions with Consultant prior to proceeding.
- .3 Locate all utilities (buried, embedded, or exposed) using appropriate methods (locates, scanning, GPR, etc.).
- .4 Obtain necessary approvals from utility authorities prior to work.

## **2. PROTECTION AND SAFETY**

- .1 Prevent movement, settlement, or damage to:
  - .1 Adjacent structures
  - .2 Building components to remain
  - .3 Utilities and services
- .2 Provide engineered shoring and bracing where required. Contractor is responsible to ensure shoring is installed in according to engineer's instruction.
- .3 Maintain continuous structural support during demolition.
- .4 Immediately cease work and notify Consultant if unsafe conditions arise.
- .5 Provide:
  - .1 Barricades, hoarding, and signage
  - .2 Temporary egress routes
  - .3 Overhead protection
- .6 Protect existing systems and coordinate any disconnections with Owner.

## **3. EXISTING SERVICES**

- .1 Identify all services prior to demolition.
- .2 Protect and maintain active services unless approved for removal.
- .3 Report any damage immediately.
- .4 Responsibility for repairs:
  - .1 Owner pays if not due to Contractor negligence
  - .2 Contractor pays if due to failure to locate or negligent work

## **4. DEMOLITION, SALVAGE, AND DISPOSAL**

- .1 Remove only components identified for demolition.
- .2 Sort materials into Reuse, Recycling, and Disposal
- .3 Salvaged materials:
  - .1 Carefully dismantle
  - .2 Store in protected locations
  - .3 Prevent damage or deterioration
- .4 Trim and prepare exposed surfaces for new construction.
- .5 Dispose of non-salvageable materials at approved facilities in accordance with regulations.
- .6 Provide documentation of recycling upon request.

- .7 Do not stockpile debris in a manner that overloads structure, restricts access, or creates unsafe conditions
- .8 Use safe material handling methods:
  - .1 Do not drop materials between levels
  - .2 Use hoists or controlled systems

## **5. DEMOLITION PROCEDURES**

- .1 Sequence work to maintain weather-tight integrity of building daily.
- .2 Exercise caution around sensitive elements including:
  - .1 Skylights
  - .2 Glazing Systems
  - .3 Mechanical Equipment
  - .4 Electrical Systems
- .3 Remove abandoned or unused equipment and associated services.
- .4 Properly terminate and secure all disconnected services.

## **6. ENVIRONMENTAL CONTROLS DURING WORK**

- .1 Do not discharge contaminated water oils, solvents, or hazardous liquids into sewers, watercourses, or adjacent lands.
- .2 Control runoff in compliance with governing authorities.

## **7. RESTORATION**

- .1 Restore all affected building areas not designated for demolition to original condition.
- .2 Work includes:
  - .1 Cleaning
  - .2 Repairing damaged surfaces
  - .3 Repainting entire affected surfaces where required
  - .4 Replacing damaged materials to match existing
- .3 Restore landscaping and site conditions using environmentally safe methods.

## **8. CLEAN-UP**

- .1 Remove all debris and leave site clean upon completion.
- .2 Ensure no harmful residues remain.

**END OF 02 41 13**