

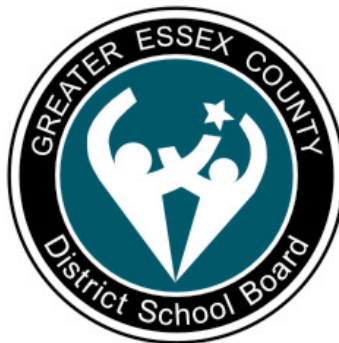
SPECIFICATIONS

Portable Installation at Eastwood Public School

Windsor, Ontario

Tender No. 2022-06T

Prepared for



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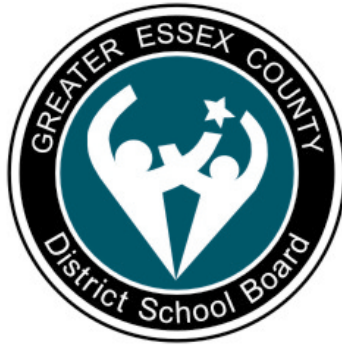
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REQUEST FOR TENDER

Tender # **2022-06T**

PORTABLE INSTALLATION AT EASTWOOD PUBLIC SCHOOL

1.0 DEFINITIONS

- .1 The following definitions shall apply to all tender / *Contract Documents*:
- a) “Bid” means the Tender submission by a *Bidder*.
 - b) “Bid Form” means the Greater Essex County District School Board’s Price Bid Form as issued by **(+VG) The Ventin Group Architects Ltd.**
 - c) “Bidder” means the organization / contractor submitting a *Bid* for **General Contractor Services**, in response to this Request for Tender. *Bidder* is the term mainly used in the Instructions to Bidders, Owners Documents and Conditions and Price Bid Form.
 - d) “Board” means the Greater Essex County District School Board. *Board* is the term mainly used in the Instructions to Bidders, Owners Documents and Conditions and Price Bid Form.
 - e) “Changes in the Work” means additions, deletions, or other revisions to the *Work* approved in advance in writing by the *Consultant* or the *Board* and relate to the general scope of the Contract as determined by the *Board*.
 - f) “Closing Date” means the deadline for Tender submissions, being the date indicated in this Request for Tender.
 - g) “Consultant” means the person or entity engaged by the *Owner* and identified as such in the Contract. The *Consultant* is the Architect, the Engineer or entity licensed to practice in the province or territory of the *Place of Work*. The term *Consultant* means the *Consultant* or the *Consultant’s* authorized representative. The *Consultant* for this Tender is **(+VG) The Ventin Group Architects Ltd.**
 - h) “Contract” The *Contract* is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the *Contract Documents* and represents the entire agreement between the parties. The *Contract* is the executed CCDC 2 – 2008, as amended by the CCDC Supplementary Conditions attached herein.
 - i) “Contract Documents” The *Contract Documents* consist of the executed *Contract* and The General Conditions of the *Contract*, the *Bid Form*, the Instructions to Bidders, the Owners Documents and Conditions, the CCDC Supplementary Conditions, Supplementary General Conditions, Specifications, Drawings and such other documents as are listed in Article A-3 of the Agreement including all amendments thereto made pursuant to the provisions of the *Contract* or agreed upon between the parties.
 - j) “Contractor” The *Contractor* is the person or entity identified as such in the *Contract*. The term *Contractor* means the *Contractor* or the *Contractor’s* authorized representative as designated to the *Owner* in writing. The term *Contractor* is used mainly in the CCDC 2 2008 Contract and the CCDC Supplementary Conditions.
 - k) “Owner” The *Owner* is the person or entity identified as such in the *Contract*. The term *Owner* means the *Owner* or the *Owner’s* authorized agent or representative as designated to the *Contractor* in writing, but does not include the *Consultant*. The *Owner* is the term mainly used in the CCDC Supplementary Conditions and CCDC 2-2008 Contract to describe the Greater Essex County District School Board.
 - l) “Place of Work” The *Place of the Work* is the designated site or location of the Work identified in the *Contract Documents*.

- m) "Products" *Product or Products* mean material, machinery, equipment and fixtures forming the *Work*, but does not include Construction Equipment.
- n) "Project" means the total construction contemplated of which the *Work* may be the whole or a part.
- o) "Subcontractor" means a person or entity having a direct contract with the *Contractor* to perform a part or parts of the *Work* at the *Place of Work*.
- p) "Substantial Performance of the Work" is as defined in the lien legislation applicable to the *Place* of the *Work*. If such legislation is not in force or does not contain such definition, *Substantial Performance of the Work* shall have been reached when the *Work* is ready for use or is being used for the purpose intended and is so certified by the *Consultant*.
- q) "Successful Bidder" means the *Bidder* with the lowest compliant *Bid* who is awarded the *Contract* by the *Board* and accepts the *Contract* within the required timelines as indicated in the *Contract Documents*. The term *Successful Bidder* is used mainly in the Instructions to Bidders, Owners Documents and Conditions and Price Bid Form.
- r) "Stipulated Price Bid" means the pricing provided to the *Board* by a *Bidder* as part of their *Bid*.
- s) "Total Performance of the Work/Completion of the *Contract*" means when the entire *Work*, except those items arising from the provisions of GC 24 - WARRANTY, has been performed to the requirements of the *Contract Documents* and is so certified by the *Consultant* by issuance of a "Statement of Completion of the *Contract*".
- t) "Work" means the total construction and related services required by the *Contract Documents*.
- u) "Working Day" means a day other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the *Place of the Work*.

1.1 DESCRIPTION OF PROJECT AND TENDER NUMBER

- .1 The *Board* invites Pre-qualified Vendors of Record for **General Contractor Services** to *Bid* for the supply of all labour, materials, equipment and services required for the completion of **Portable Installation at Eastwood Public School** in accordance with the drawings and specifications prepared by (+VG) The Ventin Group Architects Ltd.
- .2 The Tender Number for this *Project* is **Tender Number # 2022-06T**.

1.2 TENDER FOR STIPULATED PRICE BID INSTRUCTIONS

- .1 Bids for "Stipulated Price Bid" for Tender Number # 2022-06T, will be received by the Supervisor of Purchasing & Supply for the Greater Essex County District School Board, **via e-mail at tenders@publicboard.ca, on November 24, 2021 on or before 2:00 p.m. local time; 2:01 p.m. will be considered late.** The official time will be the Board's e-mail server. E-mails will be opened and a bid summary sheet will be shared with Bidders, via e-mail. Tenders will not be publicly opened.
- .2 Prior to the submission of the *Stipulated Price Bid*, all *Bidders* shall carefully examine the *Bid Form*, the *Contract Documents* and fully inform themselves of the existing conditions and limitations of the *Work*.

- .3 If there exists doubt in the *Bidders* mind as to the intent of any information shown on the *Bid Form* or *Contract Documents*, **the Bidder must request clarification from the Consultant prior to submission of the Bid.**
- .4 Submitted *Stipulated Price Bid* shall cover the cost of all items contemplated by the *Contract* and no allowance shall be made subsequently in this regard on behalf of the *Bidder* for any error or negligence on the *Bidder's* part, unless otherwise expressly set out herein.
- .5 The *Bidder*, by submitting a *Stipulated Price Bid*, acknowledges and accepts the terms set out herein and in any other documents included in this Request for Tender.
- .6 *Bids* submitted must be completed in full and must be legible and written in ink or by mechanical device. The *Bid* must not be restricted by any conditions, or qualifications added to the *Bid* in the form of a covering letter or alterations to the *Bid Form* provided; any such conditions or qualifications will render the *Bid* non-compliant and ineligible for acceptance.
- .7 Adjustments by telephone to a *Bid* already submitted will not be considered. A *Bidder* desiring to make adjustments to a *Bid* must withdraw the *Bid* and/or supersede it with a later *Bid* prior to the specified closing deadline. This may be accomplished by a subsequent e-mail, with the following statement in the body of the e-mail: "The attached *Bid Form* supersedes and replaces the previous *Bid* submission(s).
- .8 Each instance of erasures, overwriting, strike-outs or white-outs must be initialled by an authorized company representative of the bidding firm.
- .9 Any costs incurred in the preparation and submission of a *Bid Form* are solely the responsibility of the *Bidder*.
- .10 **No** Oral, Facsimile or Telegraphic *Bids* will be accepted.
- .11 Failure to comply with the requirements of these Instructions to Bidders may cause a *Bid* to be declared invalid and such *Bid* may be rejected, in the sole and unfettered discretion of the *Board*.

1.3 GENERAL BID SUBMISSIONS

- .1 *BID SUBMISSION*
 - .1 Submit one original signed copy of the *Bid Form*, as a .pdf attached to the e-mail, as furnished by the Consultant, fully filled out in ink or typewritten with signature in longhand. Signatures shall be those of the authorized officers of the *Bidder*. Incorporated companies shall affix their corporate seal under the hands of their authorized officers. For further clarity, a hard copy is not required.
 - .2 **Attach a .pdf copy of the completed *Bid Form*, to your e-mail and label the title of the e-mail, "TP100-2022-06T - *Stipulated Price Bid* Tender for Portable Installation at Eastwood Public School". Please ensure your Company Name and Address are clearly marked in the body of the e-mail.**
 - .3 **Bidders are strongly advised to submit their bids well in advance of the closing times, in consideration of the time it may take for emails with attachments to be received. Automatically system generated e-mails will be sent to confirm receipt, provided Bidders use "TP100" in the subject line of their e-mail, as instructed. Bidders must use**

tenders@publicboard.ca, do not use or cc any other e-mail address. It is the *Bidder's* responsibility to ensure their *Bid* is received by the *Board* on or before the *Closing Date* and time.

- .4 For further clarity, it is the responsibility of the Bidder to ensure emails are received and the Board takes no responsibility for blocked or not delivered emails. We will only be able to track emails that are received by our systems. Bidders should receive an automatically system generated e-mail within 30 minutes of e-mailing their bid, if not, the e-mail may have been blocked or not delivered.

1.4 BID SECURITY - BONDS

- .1 The Board does not require a bid bond for this project. Bidders shall understand that if they are the lowest compliant bid and they refuse to accept an award from the Board, this may result in a temporary or permanent removal of their firm from the pre-qualified vendor of record list.
- .2 As per Article GC 11.2 Sub-sections 11.2.1 and 11.2.2 of the General Conditions and 11.2.3 of the CCDC Supplementary Conditions and as hereinafter setout:

i) AGREEMENT TO BOND

- a) Submit an Agreement to Bond from an insurer licensed under the *Insurance Act* to write surety and fidelity insurance and approved by the Board.
- b) **Attach a .pdf copy of the signed and sealed Agreement to Bond to your e-mail and label the title of the e-mail "TP100-2022-06T - Agreement to Bond for Portable Installation at Eastwood Public School". Please ensure your Company Name and Address are clearly marked in the body of the e-mail.**
- c) The Agreement to Bond e-mail is not to be submitted **with the Bid Form e-mail**. The Agreement to Bond shall be **submitted in a separate e-mail**.
- d) The *Board* will open the Agreement to Bond **e-mail** first and if the contents meet the specifications, then the actual separate *Bid Form e-mail* will be opened.
- e) The Agreement to Bond shall remain in force for the complete tender acceptance noted above.

ii) PERFORMANCE BOND

- a) Furnish a Performance Bond as approved by the Canadian Construction Association from an insurer licensed under the *Insurance Act* to write surety and fidelity insurance and approved by the Board in the amount of not less than **Fifty percent (50%)** of the Contract Price, according to the Terms and Conditions acceptable to the *Board* and the *Consultant*.
- b) The *Bidder* shall include the cost of such Bond in the Bid Submission.
- c) The *Successful Bidder* shall provide to the *Board* such Bond with the submission of the signed *Contract*.

iii) LABOUR AND MATERIAL PAYMENT BOND

- a) Furnish a Labour and Material Payment Bond from an insurer licensed under the *Insurance Act* to write surety and fidelity insurance and approved by the Board in the amount of not less than ***Fifty percent (50%)*** of the Contract Price, which extends its protection to any Subcontractors supplying labour and materials to the Work, and stating that the *Board* will not be held responsible if payment to *Subcontractors*, as certified due by the *Consultant*, is not made by the Prime Contractor when due.
- b) The *Bidder* shall include the cost of such Bond in the Bid Submission.
- c) The *Successful Bidder* shall provide to the *Board* such Bond with the submission of the signed *Contract*.

1.5 INDEMINITY AND INSURANCE

- .1 As per the CCDC 2 2008 and CCDC Supplementary Conditions.

1.6 MANDATORY REQUIREMENTS

- .1 *Bids* will automatically be rejected under the following circumstances:
 - i) *Bid* is late (by any amount of time).
 - ii) Bid security:
 - a) Agreement to bond is missing one of the following: corporate seal to bind the bonding company or signature of bonding company.
 - b) Security is in form other than specified.
 - iii) *Bid* is not signed.
 - iv) *Stipulated Price Bid* is illegible or not entered.

1.7 SALES TAX

- .1 The *Bid* and separate prices submitted for this *Contract* shall exclude the Harmonized Sales Tax (HST).
- .2 For purposes of calculating costs of extra *Work* performed, any HST paid by the *Successful Bidder* to Suppliers or *Subcontractors* shall be deducted prior to any mark-up, profit or overhead by the *Successful Bidder*.
- .3 The *Successful Bidder* will not be permitted to add any mark-up for overhead or profit to the HST amount or to claim for any time involved in processing or collecting the HST and for its remittance to Canada Revenue Agency.

1.8 ACCEPTANCE OR REJECTION

- .1 *Bids* shall remain open to acceptance for a period of thirty (30) calendar days commencing on and including the date set for receipt of *Bids*, and the *Board* may at any time within this period accept any of the *Bids* received.

- .2 The *Board* reserves the right to accept or reject any and all *Bids* and to accept any part of any one *Bid*. The *Board* may request further clarification of a *Bid* from the *Bidder*. While the *Board* is not obligated to consider *Bids* which do not strictly comply with its requirements, it nevertheless reserves the right to do so, and specifically reserves the right to waive formalities and accept *Bids* that the *Board* deems to be substantially compliant.
- .3 Notwithstanding anything herein to the contrary, if any *Bid* contains technical errors or omissions which the *Board*, in its sole and unfettered discretion deems to be minor, the said *Bidder* may be asked by the *Board* to acknowledge and/or clarify those minor technical errors or omissions prior to the award of the *Contract*. For greater certainty, the *Board* may afford an opportunity to a *Bidder* to correct unintentional errors of form between the opening of *Bids* and the awarding of the *Contract*, and if it does so, the *Board* shall afford the same opportunity to all *Bidders*.
- .4 The *Board* and the *Consultant* shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any *Bidder* prior or subsequent to or by reason of the acceptance or the non-acceptance by the *Board* of any *Bid* or by reason of any delay in the acceptance of a *Bid*. *Bids* are subject to a formal *Contract* being prepared and executed.
- .5 The *Board* will award the *Contract* based on the total value of the base *Bid* plus accepted separate prices.

1.9 TENDER DOCUMENT AVAILABILITY

1. Bid Documents may be obtained at:
 - a. (+VG) The Ventin Group Architects Ltd.
 - b. Windsor Construction Association
 - c. Curry Reprographics (519-974-1144)
2. One set of Bid Documents may be obtained by the Prime Contractor *Bidders*. Only one (1) set will be allowed per *Bidder*.
3. Bid Documents for *Subcontractors* are made available only for the purpose of obtaining offers for this *Project*. Their use does not confer a license or grant for other purposes. Printing costs are at the *Bidders'* and/or *Subcontractors* own expense.

1.10 QUERIES/ADDENDA

- .1 Upon receipt of Bid Documents verify that documents are complete; notify the *Consultant* should the documents be incomplete.
- .2 Should a *Bidder* find discrepancies in, or omissions from the Drawings, Specifications or other Documents, or should there be doubt as to their meaning, the *Bidder* shall notify the *Consultant* before Tender *Closing Date*.
- .3 Direct all inquiries in writing to the *Consultant*, (+VG) The Ventin Group Architects Ltd., Ed Schuck, Project Manager at e-mail: eschuck@plusvg.com by November 16, 2021.
- .4 The *Consultant*, in consultation with the *Board* will review all questions and issue written instructions in the form of an Addendum, which will become part of the *Contract Documents*.
- .5 The *Closing Date* of the Request for Tender may be extended as deemed appropriate by the *Board*. Include costs of any changes in the *Bid* and separate prices.

- .6 Replies to questions will be made in the form of written addenda, a copy of which will be forwarded to all *Bidders*.
- .7 *Bidders* shall ask all required questions prior to submitting their *Bid*.

1.11 ALTERNATES - PRODUCT/SYSTEM OPTIONS

- .1 Where the Bid Documents stipulate a particular *Product* and/or service, the Bid Sum will be based upon the specified *Product/service*. *Bidders* must quote as specified.
- .2 If a *Bidder* has an alternate product and/or service that they wish to propose for the *Board's* consideration, *Bidders* must submit their suggested alternate(s) in writing to the *Consultant* by the deadline for Questions. If the *Board* approves any alternates, it will be noted on the addenda. Otherwise, *Bidders* shall quote only as specified.
- .3 *Bidders* who suggest alternates by written request to the *Consultant* on or before the deadline must include complete details about the alternates including specifications, modifications, revisions to other work for each alternative to enable the *Consultant* and the *Board* to determine the acceptability of such alternates.
- .4 If alternates are approved, they will be identified as approved by way of written addendum.
- .5 Only approved alternates may be quoted as part of the Bidder's Stipulated Price Bid.
- .6 The *Board* in its sole and unfettered discretion reserves the right to accept or reject alternates.

1.12 SITE VISIT

- .1 Bidders are strongly encouraged to attend a site visit scheduled on November 12, 2021 at 10:30 a.m. at 3555 Forest Glade Dr., Windsor. The site visit is expected to last one (1) hour. Please RSVP the Consultant whether or not you intend to attend the site visit to: Ed Schuck at eschuck@plusvg.com by no later than 4:00 p.m., November 10, 2021.
- .2 COVID-19 Safety at Site Visit: Bidders are required to physical distance at least two metres from others for the duration of the site visit. Bidders must have a level 1 medical mask and a face shield or goggles available for use in the event physical distancing cannot be maintained. To prevent the spread of COVID-19, Bidders are not permitted to enter the school building during the outdoor site visit.
- .3 The Successful Bidder will be required to have an approved COVID Safety Plan, prior to commencing work. Please refer to the Owner's Documents and Conditions for more information.
- .4 All questions must be made in writing to the consultant and will be responded to formally by way of written addendum to all *Bidders*.
- .5 If the site visit is mandatory, *Bidders* must sign in and visit all required site(s) in order to be eligible to bid.
- .6 Bidders shall visit the *Project* site and surrounding area before submitting a *Bid*.
- .7 *Bidders* shall ensure their *Bid* incorporates all existing site and building conditions, limitations and municipal requirements under which the *Work* is to be performed.

- .8 By submitting a Tender, the *Bidder* agrees that they have carefully examined all Contract Drawings and Specifications and are familiar with all *Work* required and examined and is satisfied as to the nature of:

1. The Site;

2. The *Work*, materials to be removed, materials to be supplied, means of access, condition, nature and position of existing buildings, sidewalks, obstructions, sewers, gas, water, telephone and electrical services, and every other condition which may affect tendering or execution of *Work*, both within site and adjoining areas, lanes and streets or any other matter which may enter into the carrying out of the *Contract* to a satisfactory conclusion.

3. Provisions of the *Contract*.

4. No extra payment will be allowed for additional *Work* arising from conditions which could have been determined, had a proper examination been made or where the *Bidder* claims to be uninformed as to any provisions or conditions intended to be covered by the *Contract*.

1.13 FAIR WAGES AND HOURS

- .1 All persons in the employment of the *Successful Bidder* or any *Subcontractor*, or other person doing or contracting to do the whole or any part of the *Work* contemplated by the *Contract*, should be paid in accordance with the "**Fair Wage Schedule**" as established by **The Employment Standards Branch of the Ministry of Labour** and any regulations under such Act that relates to wages, hours of work or other labour conditions, unless otherwise noted.

1.14 PROJECT SCHEDULE

- .1 Outline of *Project* Schedule

.1	Request for Tenders Available to <i>Bidders</i>	<u>November 9, 2021</u>
.2	Site Visit	<u>November 12, 2021</u>
.3	Date of Last Questions to <i>Consultant</i>	<u>November 16, 2021</u>
.4	Addendum Issued (if required)	<u>November 17, 2021</u>
.5	Bids Due	<u>November 24, 2021</u>
.6	Date of P.O. issuance / execution of CCDC 2–2008 Contract.....	<u>November 25, 2021</u>
.7	<i>Contractor</i> Kick-Off Meeting	<u>November 26, 2021</u>
.8	Date of Site availability.....	<u>November 29, 2021</u>
.9	<i>Substantial Performance of the Work</i>	<u>February 15, 2022</u>
.10	Deficiency List Walk Through	<u>February 18, 2022</u>
.11	<i>Total Performance of the Work</i>	<u>February 25, 2022</u>
.12	Full Completion (Close Out) of the Project	<u>June 30, 2022</u>

1.15 TIME OF COMPLETION

- .1 *Successful Bidder* shall meet the *Board's* substantial completion date as stated in the Price Bid Form. In addition, full completion of the project must occur no later than six months from the date of *Substantial Performance* of the *Work* and for this tender we are requesting an earlier close out of June 30, 2022. Full completion (Close Out) of the Project includes but is not limited to final payment, deficiencies, O & M Manuals, As Builts and permits.

1.16 CONSTRUCTION DRAWINGS

- .1 The *Board* will provide the *Successful Bidder* up to ten (10) sets of drawings for construction and as-built purposes. If the *Contractor* requires additional sets, the Contractor shall obtain the prints at their own expense.

1.17 EXECUTION OF A CONTRACT AND BOARD'S PURCHASE ORDER

- .1 The *Successful Bidder* shall execute a CCDC 2 2008 Stipulated Price Contract, together with the *Board's* Supplementary Conditions, in writing with the *Board* within ten (10) days after being notified in writing by the *Board* of the acceptance of the *Bid*. In the event that the *Successful Bidder* fails to execute a *Contract* within the said period, the Board in its sole and unfettered discretion may rescind the selection of that *Bidder*, and make an offer to next lowest compliant *Bidder* or reject all Tenders. Bidders are reminded that if they are the lowest compliant bid and they refuse to accept an award from the Board, this may result in a temporary or permanent removal of their firm from the pre-qualified vendor of record list.
- .2 A purchase order accepting a *Bid* will be issued by the *Board* to the *Successful Bidder* following the execution of the *Contract*.

END OF SECTION

Submit Stipulated Price *Bid* and price breakdowns where applicable, on this official form.

All blank items indicated must be filled out and delivered on or before the official *Bid* closing time as stated in the Instructions to *Bidders*.

FROM: LEGAL NAME OF BIDDER: _____

BUSINESS ADDRESS FOR THE CONTRACT: _____

TO: Supervisor of Purchasing and Supply
Greater Essex County District School Board
Via e-mail to tenders@publicboard.ca
Bidders must use the above e-mail address only. Do not e-mail to any other e-mail address.

RE: Portable Installation at Eastwood Public School

1.0 BASIS OF TENDER

.1 DOCUMENTS

- .1 We have examined all the official Contract Documents issued by the Consultant, including specifications and or drawings as applicable.

.2 SITE CONDITIONS

- .1 We have inspected and visited the site of the proposed Work and fully familiarized ourselves of the existing conditions and limitations of the Work.

.3 UNDERSTANDING

- .1 **NO ORAL, FAX, ELECTRONIC, TELEPHONE OR TELEGRAPHIC PROPOSALS WILL BE CONSIDERED.**
- .2 The requirements of these Official Request for Tender documents govern all phases of the Work and the tender proposal stipulated sum shall include all costs that arise from compliance with such documents. It must be clearly understood that the *Board* cannot accept any price variation in the supply or installation of products or labour or materials from those submitted and carried by the *Bidder* hereunder.
- .3 *Bidders* are responsible for acquainting all *Subcontractors* or supply *Bidders* with the requirements of the Instructions to Bidders Price Bid Form and the Owner's Documents and Conditions.
- .4 **No allowance will be made after award of *Contract* for errors or omissions due to *Subcontractors* or suppliers not being familiar with such requirements.**
- .5 The award of this *Contract* is subject to budget allotment and availability, and Trustee approval for the *Board*.

2.0 COST PROPOSAL**.1 BASE *BID* SUM** (*Which includes all allowances*)

- .1 We, the undersigned, hereby offer to furnish all materials, installation, labour and equipment necessary to complete the entire work (project) in strict accordance with all the requirements of the official *Contract Documents*,

For the Stipulated Price *Bid* of \$ _____

.2 Harmonized Sales Tax (HST)

- .1 The Stipulated Price *Bid* and price breakdowns where applicable submitted for this contract shall exclude the HST.
- .2 For purposes of calculating costs of extra work performed, any HST paid by the *Contractor* to Suppliers or *Subcontractors* shall be deducted prior to any mark-up, profit or overhead by the *Contractor*.
- .3 The *Contractor* will not be permitted to add any mark-up for overhead or profit to the HST amount or to claim for any time involved in processing or collecting the HST and for its remittance to Canada Revenue Agency.
- .3 We confirm that the Stipulated Price *Bid* indicated in Subsection 2.0.1.1, Base *Bid* Sum includes the cost of all labour, materials, equipment, freight, mileage, fuel surcharges, any and all allowances, all other applicable taxes (if any), royalties, custom duties, overhead and profit, insurance premiums, and all other charges at the date of this tender, and not subject to revisions due to changes in cost of labour, materials or other items. No allowance shall be made subsequently in this connection on behalf of the *Contractor* for any error or negligence on their part.

.2 SUB-CONTRACTS

- .1 Listed hereunder are the names of *Subcontractors* whose *Bids* have been used in this tender and to whom we intend to award sub-contracts if we are awarded the *Contract*. It is acknowledged that no changes to the list will be made without the advanced written approval of the *Board's* Representative.

Trade**Name of Subcontractor**

_____	_____
_____	_____
_____	_____
_____	_____

3.0 ADDENDA

- .1 We acknowledge the receipt of the following addenda issued during the Request for Tender period.

ADDENDUM NO. _____ ADDENDUM NO. _____

ADDENDUM NO. _____ ADDENDUM NO. _____

4.0 COMPLETION OF THE WORK

- .1 It is the intention of the Owner to award the *Contract* on November 25, 2021 and Work is to commence on November 29, 2021 and be completed no later than February 15, 2022.
- .2 DATED AT _____, THIS _____ DAY OF _____, 2021.
(City) (Day) (Month)
- .3 The undersigned Bidder, understands the circumstances and requirements applicable to this *Contract* as specified in these official Request for Tender documents and will complete the entire Work (project) on or before the completion deadline date as specified in **Subsection 4.1, Completion of the Work**.

LEGAL NAME OF FIRM_____
Phone

: _____

Fax

: _____

ADDRESS OF FIRM_____
E-Mail_____
AUTHORIZED SIGNATURE OF PROPONENT_____
PRINT NAME & TITLE**I have the authority to bind the corporation.****PRICE BID FORM - END**

1.1 GENERAL REQUIREMENTS

- .1 The Prime Contractor for this project is a General Contractor.
- .2 This is a Category *A*, General Contractor Project.

1.2 OWNER DOCUMENTS

- .1 **Topographical Survey – Clarke Surveyors a Division of Surveyors on Site Inc.**, attached herein after,
Plan File: **L-SAND.2 – 128 Project: 2021-594**

1.3 PRE-QUALIFIED ELECTRICAL CONTRACTORS ARE AS FOLLOWS:

Category A ≥\$10,000 & <\$4 million				
COMPANY NAME	CONTACT	PHONE	FAX	E-MAIL
Honey Electric Limited	Matt Hoekstra	519-351-0484	519-351-8710	corporate@honeyelectric.com
Mid South Contractors ULC	John Salvatore	519-966-6163	519-966-1019	jsalvatore@mceco.com
Poirier Electric	Justin Poirier	519-945-1000	519-974-7438	jpoirier@poirierelectric.com
PowerServe Inc.	Clinton Attard	519-945-3558	519-737-0296	bids@nemail.ca
Rorison Electric Limited	Mike Hope	519-969-5270	519-969-5000	mike@rorison.com
Tucker Electric Ltd.	Whitman Tucker	519-737-0216	519-737-0217	tuckerelectric@bellnet.ca
Turn Key Group Ltd.	Luc Pignal	519-969-6336	519-969-7516	luc@tkgltd.com
Vollmer Inc.	Brad Vollmer	519-966-6100	519-966-0934	estimating@vollmer.ca

1.4 PRE-QUALIFIED GENERAL CONTRACTORS ARE AS FOLLOWS:

CATEGORY A > \$10,000 & < \$500,000				
COMPANY NAME	CONTACT	PHONE	FAX	E-MAIL
Adine Builders Limited	Greg Chiarcos	519-966-1823		greg@adine.ca
Agri-Urban Buildings Incorporated	Mark Timmermans	519-683-4415	519-683-4654	info@aubidesignbuild.com
Alliance General Contracting of Windsor Inc.	Chris Weller	519-251-1111	519-251-8888	alliance5@bellnet.ca
Aveiro Constructors Limited	Victor Aveiro	519-268-8231	519-268-7354	estimating@aveiroconstructors.com
Fortis Construction Group Inc. and Affiliates	Max De Angelis	519-419-7828	519-419-7830	christian@fortisgroup.ca
Front Construction Industries Inc.	Paul Merritt	519-250-8229	519-250-8507	pmerritt@frontconstruction.com
Intrepid General Limited	Anthony Mandarino	519-727-5811	519-727-3242	anthony.mandarino@intrepidgeneral.ca
M.J. Dixon Construction Limited	Paul Chiang	905-270-7770	905-270-4244	estimating@mjdixon.ca
Pupatello & Sons Ltd.	Anthony Pupatello	519-944-7878	519-944-7879	pupatello@bellnet.ca
Sterling Ridge General Contracting Inc.	J. Randall Koop	519-734-9000	519-734-9020	srgc_estimating@sterlingridgegroup.com
TCI Titan Contracting Inc.	Art Ussolletti	519-977-1125	519-977-0352	art@tciwindsor.com
Trillium Contracting Inc.	Chris Mannina	519-972-0862	519-972-6248	chris@trilliumcontractinginc.com
W.D. Lester Construction Services Inc.	Bill Lester	519-977-1160	519-977-0436	mail@lesterconstruction.ca
Westhoek Construction Limited	David Thorpe	519-351-4221	519-351-7750	dave@westhoek.on.ca

1.5 OWNER CONDITIONS TO BE REFERRED TO IN CONJUNCTION WITH INSTRUCTIONS TO BIDDERS SECTION 1.2

- .1 *Bidders* who do not respond after 2 successive invitations to *Bid* will be removed from the Owner's approved Bidder's list for this category of goods or services.

In addition and provided there is supporting evidence, GECDSD may exclude a *Bidder* from participating in a *Bid* on grounds such as:

- bankruptcy or insolvency;
 - false declarations;
 - significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
 - final judgments in respect of serious crimes or other serious offences;
 - professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the *Bidder*; or
 - failure to pay taxes.
- .2 Where feasible and applicable, all new equipment will have an appropriate energy efficiency rating and all service providers shall ensure energy and water savings measures are undertaken.

- .3 Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the GECDSB. This also extends to communications sent on the Board's behalf. By responding to this Tender, Bidders agrees to accept commercial electronic messages from the GECDSB, including receiving future bid documents. Should Bidders no longer wish to receive future bid documents, they shall notify the Board at once. Bidders will be required to indemnify the GECDSB for any failure by Bidders to comply with CASL, to the extent that Bidders' action, or inaction, could expose the GECDSB to liability.

1.6 SITE VISIT PROTOCOL TO BE REFERRED TO IN CONJUNCTION WITH INSTRUCTIONS TO BIDDERS SECTION 1.12

.1 COVID Safety

COVID-19 Safety at Site Visit: All Contractors and Subcontractors are required to physical distance at least two metres from others for the duration of the site visit. All attendees must have a level 1 medical mask and a face shield or goggles available for use in the event physical distancing cannot be maintained.

.2 Questions

In order to prevent the spread of COVID-19, Contractors and Subcontractors should avoid asking questions during the site visit. If any errors or omissions are evident in relation to the tender package or you have anything that you need clarified, written questions shall be sent to the Consultant prior to the deadline for questions.

The Consultant, in consultation with the Board will review all questions and issue written responses in the form of Addenda, which will become part of the Contract Documents.

.3 Re-visiting a site after this site meeting – prior to tender submission

Contractors and Subcontractors may re-visit the site on their own time, if necessary. If more than one person is attending the site at the same time, the COVID Safety requirements noted above must be followed.

1.7 TERMINATION

- .1 As per CCDC 2 2008 and CCDC Supplementary Conditions.

1.8 DISPUTE RESOLUTION

- .1 As per CCDC 2 2008 and CCDC Supplementary Conditions.

1.9 SAFE SCHOOLS PROCEDURES

- .1 Motorized Vehicles on School Property: While on the property of the Board, the driver of the vehicle and their assistant(s) must comply with the following:
- .1 Prior to entering onto the property of the Board, the vehicle, driver and any assistant(s) must have valid insurance coverage for any accidents that may occur on GECDSB property;
 - .2 **Drivers must NOT enter, leave or operate their vehicles while children are present on school grounds.**
 - .3 Bidders' Representatives, Carriers and Sub-Contractors shall recognize that it is strictly prohibited for motorized vehicles to enter School playgrounds without authorization from School authorities.
 - .4 Adequate surveillance/guidance must be maintained at all times. If playground area or access road is occupied by students, vehicle access is prohibited until area is clear.
 - .5 Motorized vehicles shall be operated with due caution at all times while on School property. Speed limit must not exceed eight (8) kilometers {five (5) miles} per hour at any time.
 - .6 All vehicles must be equipped with operational back-up warning signals.
 - .7 Drivers of motor vehicles shall not operate their vehicles beyond the parking area.
 - .8 No vehicle shall be backed up unless there is a person on foot to guide the driver;

- .9 No vehicle shall be left running while parked on the property of the Board;
- .10 When returning to an unattended vehicle, the driver must circle the vehicle to ensure that no child is hiding behind or under the vehicle before it is driven;
- .11 All vehicle accidents, which occur on school property, must be immediately reported to the School Principal or designate.

- .2 Under no circumstances are school doors to be propped open. If a door needs to be held open, it must be monitored by an employee of the Successful Bidder.

- .3 The Successful Bidder is responsible for ensuring their employees and/or delivery drivers report to the site office or to the main office of every school during regular school hours and notify the school office staff of the purpose of the visit. Successful Proponent employees and/or delivery drivers are required to adhere to all school specific procedures, as applicable.

- .4 It is the responsibility of the Successful Bidder to ensure their employees sign in and sign out at the Main Office of the Schools. Use the "Red Facility Services Log Book" which exists in all elementary and secondary office areas, while performing their duties.

- .5 The following information must be recorded in a legible manner:
 - .1 Date
 - .2 Company Name
 - .3 Employee Name
 - .4 Employee Signature
 - .5 Work Order Number (if applicable)
 - .6 Reason for Visit
 - .7 Time Entering Building
 - .8 Time Leaving Building

1.10 HEALTH AND SAFETY

- .1 **General** - The Occupational Health and Safety Act describes the responsibilities of employers, supervisors, workers, contractors, owners and operators. The Board requires suppliers maintain procedures, training, and enforcement so that the responsibilities of all parties are carried out accordingly in the workplace. The Successful Bidder shall abide by and strictly adhere to the requirements as promulgated under the Occupational Health and Safety Act and all of its applicable regulations and assume full responsibility for contraventions of same. They also must adhere to all the Board's Health & Safety Policies and Management Programs as may be deemed applicable.

- .2 The Successful Bidder shall comply with all applicable health and safety legislation, and all other laws, regulations, bylaws, codes and policies of any competent government authority relating to their operation and their Employees. The Successful Bidder shall provide written proof of such compliance upon request by the Board and the Board reserves the right to inspect the premises at any time.

- .3 The Successful Bidder must submit any and all applicable Health & Safety related Policies, Procedures, Management Programs, Safety Data Sheets, Training Records, Inspection Records, Logs, Documentation, Meeting Minutes, Correspondence, Etc., upon request from the Board.

- .4 The Successful Bidder must report any and all concerns regarding potential Health & Safety hazards, issues, damages, etc. immediately to the Board representative.

- .5 The Successful Bidder will ensure that their workers are trained in the Contractor's programs prior to commencing work. The Board has a Contractor Safety Program which can be made available for review and training purposes as may be applicable.

- .6 Successful Bidder employees must be clearly identifiable by wearing Board approved company logoed uniform t-shirts at all times when working on Board property.
- .7 **Policies & Programs** - Bidders will submit proof of their current and maintained Health and Safety Policy, Workplace Violence Policy and Workplace Harassment Policy upon request by the Board.
- .8 Bidders will submit proof of their current and maintained Health & Safety Management Program, Workplace Violence Management Program and Workplace Harassment Management Program upon request by the Board.
- .9 **WHMIS Management Program** - The Successful Bidder must have a WHMIS 2015 Compliant Management Program submit, which includes Safety Data Sheets (SDS) for each and every chemical product that they intend to utilize during their work. In addition, the Successful Bidder must have WHMIS 2015 Compliant SDS available at the job-site for any chemical product. This is expanded to include any product which is known to create, or suspected of creating, a health hazard or discomfort when the work is being performed or upon commissioning of the project including, but not limited to, the following:
 - .1 adhesives;
 - .2 solvents and cleaning products;
 - .3 sealants, (caulking, vapour seals, etc.);
 - .4 paint, varnish or other coatings;
 - .5 other products whose particles or vapours may become air borne after installation.

Additional Information on the Board's chemical inventory can be referenced under the WHMIS Management Program located in the main office of every school building (red binder).

- .10 **Designated Substances Management Program** - The Successful Bidder should have a Designated Substances Management Program (as may be applicable), and at a minimum, have a basic knowledge of Designated Substances (Asbestos, Lead, Mercury, Silica). Additional Information on the Board's Designated Substances Management Program and its site based Management Plan (specific contents to each site) is located in the main office of every school building (blue binder).

The Successful Bidder is responsible for all asbestos removal on the project by a qualified contractor and all associated costs. The Contractor must consult with and notify the Board prior to any asbestos removal as the Board is obligated to notify the site Joint Health and Safety Committee and to maintain its inventory. The Contractor shall submit, at the end of the project, documentation indicating what asbestos was removed, quantity and location of removal. Workers are to be provided instructions by the Successful Bidder regarding the management of any known or suspected asbestos that they are working in and around or discover (stop work immediately and notify the Board representative). The Board representative is to be notified of all unforeseen discoveries of asbestos.

The Board confirms that all painted surfaces in any Board owned facility constructed prior to 1990 contain lead. It is the responsibility of the Successful Bidder to comply with the Ministry of Labour's Guidelines entitled "Lead in Construction Projects" when disturbing any surface containing lead. All associated costs are the responsibility of the Successful Bidder.

- .11 **Lockout - Tag Out** - The Successful Bidder must ensure appropriate lockout - tag out procedures are followed during the work. All equipment that is locked out by the Contractor must be tagged with the employee name and date as a minimum. This applies to all sub-contractors as well. The Successful Bidder to submit a copy of any sub-contractor Lockout – Tag Out procedures to the Board.
- .12 **Hot Work Procedure** - The Successful Bidder and all sub-contractors must have a Hot Work Procedure and this must be submitted to the Board prior to the start of construction. The Board requires a fire watch to be conducted by the Contractor 1 hour after completion of hot work activities. The fire watch must be witnessed by Paladin Security and documented by the Successful Bidder. All costs are the responsibility of the

Successful Bidder.

Welding shields shall be used when any welding is occurring in the areas where staff, students or the general public may view the welding flash. This applies to both internal and external locations. Care must be taken during welding to ensure existing building finishes are not damaged.

Torching is prohibited for any kind of roof repair or replacement including overlay cap work. This prohibition applies to the melting of snow or ice that is covering existing roof membranes. Roofers who practice torching on any school site will be asked to leave the premises.

- .13 **Working at Heights** – The Successful Bidder and all sub-contractors must have a working at heights procedure and this must be submitted to the Board prior to the start of construction. The Board requires all such persons whom work at heights, including on roofs to be trained in working at heights by the Ministry of Labour approved training / certification and to utilize / maintain certified and inspected lifting devices, fall arrest personal protective equipment.

- .14 **Indoor Air Quality / Environmental Sensitivities** - The Successful Bidder must ensure all painting activities occur outside of the regular school year (i.e. July and August, March Break or Christmas Break). The successful Bidder may request painting to be done during the school year however, the Board reserves the right to deny that request if it creates an issue with occupants in the building due to environmental sensitivities. If painting is approved to be completed during the school year, the painting will only be completed at the beginning of a weekend and end by midnight Saturday night to allow for one day aeration of the building prior to the start of school on Monday. The contractor is responsible for ensuring all ventilation systems are running for that time period.

All school occupants and property will be protected by the Contractor from the generation of dust and dirt. The Contractor will ensure best efforts to keep all construction areas free of dust and debris and that dust and dirt does not migrate outside of the construction area. Special consideration will be given to any activities involving dry cutting to ensure that all precautionary measure are implemented prior to conducting dry cutting to ensure no migration of dust or dirt. Any additional cleaning required inside and outside of the construction area due to dust or dirt creation will be the sole responsibility of the Contractor. The Contractor will be responsible to ensure that, at the end of Total Completion, the project area is turned over to the Operations Department free of dust and dirt.

- .15 **Noise** - The Successful Bidder will work with the Principal of the school to ensure any noisy activities and activities that cause excessive vibrations are planned properly to minimize any disruption to classroom activities.
- .16 **Reps & Committees** – The Successful Bidder will submit proof of having either a Health & Safety Representative (if under 19 workers) or an Occupational Joint Health & Safety Committee (if greater than 20 workers) as prescribed under the Occupational Health & Safety Act upon the request by the Board.
- .17 **Accidents & Injuries** - All Contractor / subcontractor workplace injuries or accidents on Board property must be reported to the Successful Bidder and to Board Representative within 24 hours.

Any Contractor / subcontractor workplace injury that is defined under the Occupational Health and Safety Act as a “Critical Injury” shall be reported to the Successful Bidder IMMEDIATELY. The successful Bidder shall inform the Board representative IMMEDIATELY thereafter.

- .18 **Postings & Signage** - The Successful Bidder will provide and affix appropriate postings and signage identifying the work area as a construction zone as required by the Ministry of Labour. This includes all postings as prescribed such as Notice of Project, Form 1000s, construction / hazard signs, etc. The construction zone hoarding and signage shall be erected in consultation with the Board representative and the Principal.

- .19 **Access / Egress / Security** - All efforts must be made to maintain all building exits. Should a school exit need to be disabled for a period of time, the Successful Bidder will be responsible for working with the Principal to alter the school's fire plan and obtain the approval of the local fire inspector prior to disabling the school exit.

The Board will supply the Contractor with appropriate building keys and security access code for the building. The Successful Bidder will sign for the keys and return the keys at the end of the project. If the successful Bidder is working outside of stated custodial hours, the Contractor will be responsible to ensure the entire building is secure and the security system is armed at the end of each work day. If this process is not followed and the building is left unsecured, any damages incurred will be the responsibility of the Contractor.

The use of school property will NOT be permitted including, phones, faxes, custodial equipment or supplies, televisions, computers or electronic devices. The Contractor will provide all temporary facilities as per the general requirements at each site. The Contractor will be responsible for the replacement of any missing or damaged school property.

- .20 **Utility Interruptions** – The Successful Bidder will coordinated with the Board representative and the school Principal. A continuous fire monitoring/watch will be implemented by the Successful Bidder for the duration of the outage at their cost.
- .21 **Confined Spaces / Service Ways** - The successful Bidder and all sub-contractors must have a confined space / service ways safe work procedure and this must be submitted to the Board prior to the start of construction. The Board requires all such persons whom work in confined spaces / service ways to be trained and have a compliant program, which includes all items as prescribed.
- .22 **Asbestos abatement required credentials are:**
1. All contractors / construction workers working on a site with asbestos containing materials should have:
 - a. "Asbestos Awareness Training"
 2. If the contractor / construction workers are going to be conducting asbestos abatements, they must be trained in and provide proof of training in:
 - a. Workers "253W" from the Ministry of Labour
 - b. Supervisors "253S" from the Ministry of Labour
 3. This covers the following asbestos abatements for types 1, 2, 3 and glove-bag operations
- .23 **Lead abatement required credentials are:**
1. All contractors / construction workers working on a site with lead containing materials, paints and coatings should have:
 - a. "Lead Awareness Training"
 2. If the contractor / construction workers are going to be conducting lead abatements, they must be trained in and provide proof of training in:
 - a. "Lead Abatement Training" from the Ministry of Labour
 3. This covers the following lead abatements for types 1, 2, 3 or subcategories 2a, 2b, 3a or 3b
- .24 **Silica abatement required credentials are:**
1. All contractors / construction workers working on a site with silica containing materials should have:
 - a. "Silica Awareness Training" from the Ministry of Labour
 2. If the contractor / construction workers are going to be conducting silica abatements, they must be trained in and provide proof of training in:
 - a. "Silica Awareness Training" from the Ministry of Labour
- .25 In addition, if a contractor / construction worker / supervisor are retained to conduct abatement of asbestos, lead or silica they must also provide evidence of fit testing for their respirators.

1.13 WORKPLACE SAFETY & INSURANCE BOARD “WSIB”

- .1 The *Successful Bidder* must provide a copy of their Workplace Safety and Insurance Board Clearance Certificate of good standing, "Section 748" of the Workplace Safety and Insurance Act to the *Board* prior to commencing *Work* and in any event within ten (10) *Working Days* of acceptance of the *Bid* by the *Board*. Further the *Successful Bidder* shall maintain their Workplace Safety and Insurance Board Clearance Certificate of good standing at all times during the life of the agreement. The Board reserves the right to request a copy at any time.

1.14 EXISTING BUILDING SERVICES

- .1 The *Successful Bidder* shall assess the existing building services and determine that they are in proper working order prior to construction. Existing building services shall include but not be limited to, fire alarm system, security system, PA System, Telephone and Data systems. If the *Successful Bidder* has any concerns they must be reported in writing to the *Consultant* and the *Board* prior to commencement of *Work*.
- .2 On or before the completion of the *Project*, if the existing building services are not operating as they were prior to the *Successful Bidder* commencing *Work*, the *Successful Bidder* shall repair the existing services to the satisfaction of the *Board*. Upon the *Successful Bidder* being aware that an existing building service is not operation, they shall immediately notify the *Board* and take the necessary actions to repair the system.

1.15 GECDSB NETWORK REQUIREMENTS

- .1 In an effort to enhance *Board* network security and align better with accepted industry standards, additional steps are being implemented for *Contractors* requiring access to network devices, cabinet access or when connecting to the *Board* network.
- .2 Only *Board* Information Technology (IT) staff will be permitted access to the network closets, therefore it is imperative that when *Contractors* require network and cabinet access to install or resolve an issue they must contact the *Board's* Network team (IT staff) prior to going on site (occasional exceptions may be approved in emergency situations).
- .3 During the request (via email or phone call or IT work order) the *Contractor* must stipulate:
 - Applicable eBase ticket number, (if known or if a new request one will be assigned).
 - The school and closet they require access.
 - The date and time they expect to be on-site
 - And a brief description of the task prompting the request.
- .4 The *Board* Network team from the IT department will:
 - Log the call into the eBase system updating the ticket (provided above or create a new ticket) with the request details.
 - Approve the required access or elevate the request as required.
 - Schedule an IT staff member to be on-site during the time frame identified above.
- .5 This process will allow the *Board* to have a written record of any access.
- .6 The names and contact information of the *Board's* Network team (IT staff) as well as updated procedures, if any, will be provided to the *Successful Bidder*.

1.16 NO SMOKING, NO VAPING POLICY AND NO SUBSTANCE ABUSE

- .1 All *Bidders* are advised that there is no smoking or vaping permitted within the school or on *Board* property, and this must be strictly adhered to by all parties. The *Successful Bidder* shall be responsible for advising

their employees or any other person doing or contracting to do the whole or any part of the *Work* contemplated by the *Contract*, of the foregoing.

- .2 All *Bidders* are advised that contractors are prohibited from using any form of Alcohol or Drug, including Recreational Cannabis, before and/or during work hours, and this must be strictly adhered to by all parties. The *Successful Bidder* shall be responsible for advising their employees or any other person doing or contracting to do the whole or any part of the *Work* contemplated by the *Contract*, of the foregoing.

1.17 SUB CONTRACTS AND ASSIGNMENT

- .1 Only sub-contractors that are allowed for in the Price Bid Form and approved in advance by the Board's authorized representative may be used for this work. No other sub-contractors shall be used for this work unless prior written authorization is obtained from the Board's authorized representative.

Prior to the award of the Contract to a Bidder, should objection be raised by either the Board or Consultant to any proposed Subcontractor, the names of other Subcontractors shall be obtained by that said Bidder until same are approved. Once final approval of Subcontractors is obtained no change will be permitted by the Successful Bidder without prior written approval by the Board and Consultant.

It is mutually agreed and understood that the Successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or the right, title or interest therein, or the Bidder's power to execute such a contract, to any other person, firm, company or corporation without the express written consent of the Board. Any unauthorized, assignment shall be void and have no force or effect against the Board. If assignment is authorized, any work undertaken by sub-contractor shall, in no way, relieve the Successful Bidder of its responsibilities to the Board.

1.18 CONFIDENTIALITY

- .1 Any information or documentation provided by a *Bidder* in connection with a Request for Tender is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O., 1990, C.m.56. As a consequence, the Greater Essex County District School Board cannot guarantee the confidentiality of documentation and information provided during the course of the Request for Tender.
- .2 Subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, the Owner will make reasonable efforts to protect the confidentiality of information and documentation submitted by a supplier as part of the *Bidder's Bid*. All *Bidders* are encouraged to designate and identify to the Owner all information and/or documentation it regards as being confidential in nature. Please note: neither the entire *Bid*, nor the identity of the *Bidder* can be designated as confidential.

1.19 ACKNOWLEDGEMENT, REPRESENTATION AND WARRANTY

- .1 The *Bidder* acknowledges that a policy (BA-01 Procurement) has been implemented by Owner which provides generally that the Owner will not enter into any agreement for the provisions of materials and/or services with a *Bidder*, where such *Bidder* is directly or indirectly a party to any actual pending or threatened suits, actions, litigation proceedings, arbitrations, alternative dispute resolutions, investigations or claims (the "**Claim**" or "**Claims**") by or against or otherwise involving the Owner and the *Bidder*.
- .2 In the event that the *Bid* of the *Bidder* should be successful, the award of such Contract will not be issued by the Owner to the *Bidder* unless, at the request of the Owner, the *Bidder* executes a further document (**Acknowledgement, Representation and Warranty**) which provides that at the time of the awarding of the *Bid* to the *Bidder*, that the *Bidder* is not at that time directly or indirectly a party to any Claims by or against or otherwise involving the Owner and the *Bidder*.
- .3 If at any time it is found that the Acknowledgement, Representation and Warranty delivered by the *Bidder*

to the Owner was inaccurate at the time of the award and that the *Bidder* was, at that time, directly or indirectly a party to a **Claim** by or against or otherwise involving the Owner and the *Bidder*; the Owner shall have the option to terminate the Contract upon the Owner giving written notice of such termination to the *Bidder*.

- .4 If at any time after the awarding of the Tender to the *Bidder* and prior to the completion of requirements of the Request For Tender, the *Bidder* becomes, directly or indirectly a party to any **Claim** by or against or otherwise involving the Owner and the *Bidder*; the Owner shall have the option to terminate the Contract upon the Owner giving written notice of such termination to the *Bidder*, and in such instance the *Bidder* shall be responsible to the Owner for any additional costs incurred by the Owner with respect to the completion of requirements of the Request For Tender.
- .5 The *Successful Bidder* shall execute Appendix A: Acknowledgment, Representation and Warranty and Appendix B: Conflict of Interest Acknowledgement and Declaration prior to commencing Work.

1.20 IDENTICAL BIDS

- .1 If more than one substantially compliant *Bid* is received where the stipulated price *Bids* are identical, the *Bidder* with the lowest overall separate prices that are accepted by the Owner will be selected. If no separate prices exist or are accepted, the Owner, in the presence of two witnesses will flip a coin to determine the award.

1.21 CONFIDENTIAL INFORMATION OF THE BOARD

- .1 All information provided by or obtained from the *Board* in any form in connection with this Request for Tender either before or after the issuance of this Request For Tender:
 - (a) is the sole property of the *Board* and must be treated as confidential;
 - (b) is not to be used for any purpose other than replying to this Request For Tender and the performance of the Contract;
 - (c) must not be disclosed without prior written authorization from the *Board*; and
 - (d) shall be returned by the *Bidders* to the *Board* immediately upon the request of the *Board*.

1.22 RESERVED RIGHTS OF THE BOARD — GENERAL

- .1 In addition to any other express rights or any other rights which may be implied in the circumstances, the *Board* reserves the right to:
 - (a) exercise any of the rights set out in the *Bid*;
 - (b) make public the names of any or all *Bidders*;
 - (c) request written clarification or the submission of supplementary written information from any *Bidder* and incorporate such clarification or supplementary written information into the *Bidder's Bid*, at the *Board's* discretion, provided that clarification or submission of supplementary written information shall not be an opportunity for the *Bidder* to correct errors in its *Bid* or to change or enhance the *Bidder's Bid* in any material manner, except as may otherwise be expressly set out herein;
 - (d) waive formalities and accept *Bids* that substantially comply with the requirements of this Request For Tender, in the *Board's* sole discretion;
 - (e) afford an opportunity to a *Bidder* to correct unintentional errors of form between the opening of *Bids* and the awarding of the Contract and, if it does so, the *Board* shall afford the same opportunity to all *Bidders*;
 - (f) verify with any *Bidder* or with a third party any information set out in a *Bid*;
 - (g) verify with a *Bidder* that it satisfies the conditions for participation and is capable of fulfilling the terms of the Contract, where in the sole discretion of the *Board*, it receives a *Bid* from a *Bidder* that is abnormally lower than prices in other *Bids*;
 - (h) check references other than those provided by any *Bidder*;
 - (i) disqualify any *Bidder* whose *Bid* contains misrepresentations or any other inaccurate or misleading

- information, or whose *Bid* is determined to be non-compliant with the requirements of the Request For Tender;
- (j) disqualify a *Bid* where the *Bidder* has or the principals of a *Bidder* have previously breached a contract with the *Board*, or has otherwise failed to perform such contract to the reasonable satisfaction of the *Board*, the *Bidder* has been charged or convicted of an offence in respect of a contract with the *Board*, or the *Bidder* reveals a Conflict of Interest or Unfair Advantage in its *Bid* or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of the *Board*;
 - (k) disqualify any *Bid* of any *Bidder* who has breached any Applicable Laws or who has engaged in conduct prohibited by this Request For Tender, including where there is any evidence that the *Bidder* or any of its employees or agents colluded with any other *Bidder*, its employees or agents in the preparation of the *Bid*;
 - (l) make changes, including substantial changes, to this Request For Tender provided that those changes are issued by way of addenda in the manner set out in this Request For Tender;
 - (m) accept or reject a *Bid* if only one *Bid* is submitted;
 - (n) reject a subcontractor proposed by a *Bidder*;
 - (o) select any *Bidder* other than the *Bidder* whose *Bid* reflects the lowest cost to the *Board*;
 - (p) cancel this Request For Tender process at any stage and issue a new Request For Tender for the same or similar requirements, including where:
 - (i) the *Board* determines it would be in the best interest of the *Board* not to award a Contract;
 - (ii) the *Bid* prices exceed the *Bid* prices received by the *Board* for previously supplied similar Work;
 - (iii) the *Bid* prices exceed the funds available for the Work; or
 - (iv) the funding for Work has been revoked, modified, or has not been approved;and where the *Board* cancels this Tender, the *Board* may do so without providing reasons, and the *Board* may thereafter issue a new Request For Tender, request for qualifications, sole source or do nothing;
 - (q) negotiate;
 - (r) terminate negotiations of the Contract with any Preferred *Bidder* at any time and for any reason without liability to such *Bidder*; and
 - (s) reject any or all *Bids* in its absolute discretion, including where a *Bidder* has launched legal proceedings against the *Board* or is otherwise engaged in a dispute with the *Board*.

These reserved rights are in addition to any rights which may be implied in the circumstances, and the *Board* shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any *Bidder* or any party resulting from the *Board* exercising any of its express or implied rights under this *Bid*.

- .2 By submitting a *Bid*, the *Bidder* authorizes the collection by the *Board* of the information identified in this Request For Tender, which the *Board* may request from any third party.

1.23 ENTITLEMENT TO A DE-BRIEFING

- .1 In accordance with the Broader Public Sector Procurement Directive unsuccessful *Bidders* are entitled to a debriefing, during which they will be provided with feedback regarding their submission. In order to be debriefed, unsuccessful *Bidders* must contact the Supervisor of Purchasing and Supply or her designate to request a debriefing within sixty (60) days from the date of the notification of award.

1.24 INVOICING AND STATUTORY DECLARATIONS

- .1 The Successful Bidder shall submit a draft invoice, a Statutory Declaration and WSIB Certificate of Clearance to the Consultant by the 8th of the month and a proper invoice by the 15th of the month, for each progress draw. The Consultant will issue a Certificate of Payment, which is subject to notice of non-payment of a disputed portion of the invoice, if any.

- .2 The invoice, issued by the 15th of the month, must be a "Proper Invoice" as defined in the Construction Act (Ontario).

1.25 PROJECT SCHEDULE AND COVID-19

- .1 The Board acknowledges that the Ontario government has made the health and safety of workers is a top concern amid the global COVID-19 pandemic and that specific procedures must be followed with an increased focus on health and safety in order to keep job sites open.
- .2 Bidders shall bid this project, based on the project schedule in this Instructions to Bidders or as revised by a further addendum.
- .3 The Successful Bidder must have written approval to enter Board property, including outdoor construction projects, based on their vetted COVID safety plan. Those contractors who have not yet submitted a COVID safety plan to the Board, must submit a comprehensive plan that includes the requirements below by no later (3) three business days from notification of award to Dawn Lamontagne, Supervisor of Purchasing and Supply via e-mail to dawn.lamontagne@publicboard.ca. The Board will then review the plan and advise of any required changes, prior to giving approval to attend the site(s). The onus is on the Successful Bidder to submit the COVID Safety Plan and make prompt changes, if required. Below are the items that Contractors must to address in their detailed COVID safety plan. Please note that this list is subject to change if the Ontario Government or the Windsor Essex County Health Unit has more requirements.

a) On Site Best Practices

- i) Medical grade mask (Level 1 or higher) and face shield, goggles or safety glasses, provided by contractor/vendor, must be worn upon entering school property and at all times while in buildings. PPE must also be worn outdoors unless physical distancing of two metres can be maintained at all times.
- ii) Provide hand sanitizer with at least 70% alcohol in work vehicle for their staff.
- iii) Use hand sanitizer with at least 70% alcohol prior to accessing the building.
- iv) Avoid handling paperwork and use alternatives, if possible.
- v) Payment are cashless whenever possible.

b) Hygiene Etiquette

- i) Frequent washing of hands for at least 20 seconds with soap and warm water or use of hand sanitizers.
- ii) Avoid contact with people who are sick.
- iii) Avoid touching surfaces people touch often.
- iv) Avoid touching eyes, nose and mouth.
- v) Cover your mouth and nose when coughing or sneezing.
- vi) If you use a tissue, discard immediately and wash your hands.
- vii) Launder clothing after work daily.

c) Reporting Illness – COVID-19

- i) Use the Ministry of Education's online school screening tool for schools daily before accessing GECDSD sites (<https://covid-19.ontario.ca/school-screening/>) and keep documentation of the completed self-assessment if requested by the site administrator or the Windsor Essex County Health Unit.
- ii) If feeling sick before work, do not come to work and contact your Supervisor.
- iii) If feeling sick during the day, separate from others, contact your Supervisor and drive home.
- iv) Employee and Supervisor to contact the Windsor Essex County Health Unit when employee has any suspected COVID-19 symptoms and follow their direction.
- v) If your staff become ill / identified as COVID-19 positive, kindly immediately advise the GECDSD of the Board site(s) visited and the locations within the building that they were present in / worked at.

d) Physical Distancing Factors

- i) Maintain physical distancing of two meters (6 feet) between yourself and others whenever possible.

- ii) Restrict the number of people on site.
- iii) Control site movement.
- iv) Hold virtual meetings whenever possible (if applicable).
- v) If possible, stagger breaks and lunch. If not, physically distance by at least 2 metres (6 feet) while taking breaks or eating lunch. Do not share food.
- e) Worker Assessments, Tracking and Monitoring
 - i) Federal, provincial, municipal, Public Health Ontario and local Health Unit guidelines are monitored by contractor/vendor for any changes.
 - ii) Contractor/vendor to keep employees daily site tracking records.
 - iii) This information may be requested by the GECDSB to ensure compliance or if contact tracing is required. And must be provided in a timely manner.
 - iv) Sign in/out of the GECDSB Red Book and the School Visitor's Log with their OWN pen, print clearly and provide your preferred contact number.
 - (1) If work will only be performed outside of the building, do not enter the building to sign the Red Book and the Visitor's Log – only track each staff on each site daily.
 - (2) If work is being completed in the Daycare area, the contractor must sign in and out of the Daycare's visitor's log.
- f) Cleaning & Disinfecting
 - i) Clean and disinfect tools and equipment before and after use.
 - ii) Avoid sharing tools and equipment, if possible.
 - iii) Clean and disinfect high touch surfaces in vehicles daily, such as door handles, steering wheel, turning indicator, buttons, gear switch, etc.
 - iv) Contractors are to remove their own garbage daily.
- g) Food Delivered to GECDSB sites (If applicable)

Individually portioned food with a grab and go format.

END OF SECTION

APPENDIX A

ACKNOWLEDGMENT, REPRESENTATION AND WARRANTY

**TO: GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD
(THE "SCHOOL BOARD")**
451 Park Street West
Windsor, ON N9A 5V4

FROM: _____
(THE "*BIDDER*")

RE: REQUEST FOR TENDER # 2022-06T

Portable Installation at Eastwood Public School

The *Bidder* acknowledges that a policy has been implemented by School Board which provides generally that the School Board will not enter into any agreement for the provision of materials and/or services with a *Bidder*, where such *Bidder* is directly or indirectly a party to any actual pending or threatened suits, actions, litigation proceedings, arbitrations, alternative dispute resolutions, investigations or claims (the "**Claim**" or "**Claims**") by or against or otherwise involving the School Board and the *Bidder*.

The *Bidder* further acknowledges that as a pre-condition to being awarded the contract, the *Bidder* is required to execute this acknowledgment, representation and warranty and to deliver an executed copy of this acknowledgment, representation and warranty to the Supervisor of Purchasing & Supply, Greater Essex County District School Board, 451 Park Street West, Windsor, ON N9A 5V4.

In that regard, the *Bidder* does hereby acknowledge, warrant and agree as follows:

1. At the date of the execution of this Acknowledgment, Representation and Warranty and the submission of a Tender by the *Bidder* to the School Board with respect to the above Tender, the *Bidder* is not, directly or indirectly, a party to any actual, pending or threatened suits, actions, litigation proceedings, arbitrations, alternative dispute resolutions, investigations or claims by or against or otherwise involving the School Board and the *Bidder*.
2. In the event that the Tender of the *Bidder* in the above Tender should be successful, that the award of such Tender will not be issued by the School Board to the *Bidder* unless, at the request of the School Board, the *Bidder* executes a further document (the "**Subsequent Acknowledgment, Representation and Warranty**") which provides that at the time of the awarding of the Tender to the *Bidder*, that the *Bidder* is not at that time directly or indirectly a party to any actual, pending or threatened suits, actions, litigation proceedings, arbitrations, alternative dispute resolutions, investigations or claims by or against or otherwise involving the School Board and the *Bidder*.
3. The School Board may, in its sole and unfettered discretion, reject the Tender of the *Bidder*, if the *Bidder* shall be in breach of any of the terms of this Acknowledgment, Representation and Warranty at the time of the submission of the Tender by the *Bidder*, or at the time of the award by the School Board to the *Bidder* of the above Tender. Alternatively, the School Board may at its sole and absolute discretion terminate any agreement which may result from the acceptance by the School Board of the Tender submitted by the *Bidder* with respect to the above Tender in the event that it should be determined that the *Bidder* was directly or indirectly a party to any actual pending or threatened suits, actions, litigation proceedings, arbitrations, alternative dispute resolutions, investigations, or claims by or against or otherwise involving the School Board and the *Bidder* at the date of the signing of this Acknowledgment, Representation and Warranty or at the time of the signing of any Subsequent Acknowledgment, Representation and Warranty with respect to the above Tender.

4. At the request of the School Board, the *Bidder* may be required from time to time to execute a further Subsequent Acknowledgment, Representation and Warranty encompassing the terms of this Acknowledgment, Representation and Warranty and in the event that as a result of the signing of a Subsequent Acknowledgment, Representation and Warranty by the *Bidder* it should be determined that the *Bidder* is in breach of the terms of this Acknowledgment, Representation and Warranty or any Subsequent Acknowledgment, Representation and Warranty, then the School Board shall, at its option, be entitled to terminate the agreement entered into between the School Board and the *Bidder*, in which instance, the agreement entered into between the School Board and the *Bidder* shall cease and be of no further force and effect, except to the extent of any monies that may be owing by one party to the other at the date of such termination, and except as to any damages incurred by the School Board as a result of such default or breach, as the case may be, for which the *Bidder* may be found to be liable in the manner provided by the construction agreement to be entered into between the School Board and the *Bidder*.

5. The *Bidder* acknowledges and agrees that the execution of this document by the *Bidder* and the submission of this document in executed form by the *Bidder* to the School Board by facsimile or by electronic mail shall have the same effect as if an original executed copy of this documented had been delivered by the *Bidder* to School Board.

DATED this _____ day of _____, 20____.

Legal Company Name of Bidder:

Authorized Signature:

Print Name & Title of Authorized Signing Officer:

I have the authority to bind the above Corporation.

**APPENDIX B
CONFLICT OF INTEREST
ACKNOWLEDGEMENT AND DECLARATION**

THE UNDERSIGNED DECLARES that this Bid Submission is made in good faith and without any connection, knowledge, comparison of figures, or arrangements with any other company, firm or corporation making a Bid for the same *Work* and is, in all respects, fair and without collusion with any other *Bidder* for the Contract, and without fraud. The undersigned also represent and warrants that to the best of the undersigned's knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of this *Bid* or performance of the *Work*, services or contractual obligations that may be requested, other than those disclosed hereunder. The undersigned confirms that, where the *Board* discovers that the undersigned has failed to disclose all actual or potential conflicts of interest, the *Board* may disqualify the undersigned or terminate any *Contract* awarded to the undersigned pursuant to this *Bid* process. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes:

- (a) in relation to the procurement process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including:
 - (i) having or having access to information in the preparation of the undersigned's *Bid* that is confidential to the *Board* and not available to other *Bidders*;
 - (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or
- (b) in relation to the performance of the *Work*, services or contractual obligations, the undersigned's other commitments, relationships or financial interests:
 - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the undersigned's independent judgment, or
 - (ii) could or could be perceived to compromise, or impair or be incompatible with the effective performance of the undersigned's *Work*, services or contractual obligations.

THE UNDERSIGNED DECLARES that, having read and understood the above provisions, the undersigned hereby confirm, to the best of the undersigned's knowledge and belief:

<input type="checkbox"/>	there are no actual or potential conflicts of interest with respect to the submission of this response or the <i>Work</i> , services or contractual obligations which may be performed by the undersigned; or	
<input type="checkbox"/>	the following are details of actual or potential conflicts of interest of which the undersigned is aware:	
	→
	→
	→

The undersigned further understands that if, subsequent to the signing of this Acknowledgement and Declaration, a potential or actual, direct or indirect conflict of interest arises, the undersigned must disclose this to the *Board*.

Signature of Authorized Signing Officer _____

Printed Name of Authorized Signing Officer _____

Position _____

Name of Firm _____

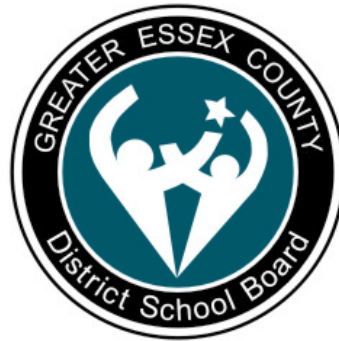
Date _____



CCDC 2- 2008

Stipulated Price Contract

Supplementary Conditions



Last revised by GECDSB October 20, 2021

The Standard Construction Document CCDC 2 2008 for a Stipulated Price Contract, English version, consisting of the Agreement Between *Owner* and *Contractor*, Definitions and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these *Contract Documents*, with the following amendments, additions and modifications:

AGREEMENT BETWEEN OWNER AND CONTRACTOR

ARTICLE A-3 – CONTRACT DOCUMENTS

3.1 Add the following to the list of *Contract Documents* in paragraph 3.1:

- Amendments to CCDC 2 – 2008
- *Drawings*
- *Specifications*
- Performance Bond
- Labour and Material Payment Bond
- GECDSD Privacy and Cyber Security Schedule

ARTICLE A-5 – PAYMENT

5.1.3 Amend paragraph 5.1.3, in the first line, by deleting the words “...the issuance of the...” and replacing them with “...receipt of the *Consultant's*...”

5.3.1 Delete paragraph 5.3.1 in its entirety and replace it with the following:

Interest

.1 Should either party fail to make payments as they become due under the terms of the Contract or in an award by arbitration or court, interest shall also become due and payable on such unpaid amounts at 0% above the prime rate. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Royal Bank of Canada for prime business loans, as it may change from time to time.

ARTICLE A-9 – CONFLICT OF INTEREST

Add new Article A-9 – Conflict of Interest:

- 9.1 The *Contractor*, all of the *Subcontractors* and *Suppliers* and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest, as described in this Article A-9, includes, but is not limited to, the use of *Confidential Information* where the *Owner* has not specifically authorized such use.
- 9.2 The *Contractor* shall disclose to the *Owner*, in writing, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.
- 9.3 The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the *Owner* where to do so constitutes a breach by such employee or previous employee of the *Owner's* conflict of interest policy, as it may be amended from time to time, until after completion of the *Work* under the *Contract*.

- 9.4 It is of the essence of the *Contract* that the *Owner* shall not have direct or indirect liability to any *Subcontractor* or *Supplier*, and that the *Owner* relies on the maintenance of an arm's-length relationship between the *Contractor* and its *Subcontractors* and *Suppliers*. Consistent with this fundamental term of the *Contract*, the *Contractor* will not enter into any agreement or understanding with any *Subcontractor* or *Supplier*, whether as part of any contract or any written or oral collateral agreement, pursuant to which the parties thereto agree to cooperate in the presentation of a claim for payment against the *Owner*, directly or through the *Contractor*, where such claim is, in whole or in part, in respect of a disputed claim by the *Subcontractor* or *Supplier* against the *Contractor*, where the payment to the *Subcontractor* or *Supplier* by the *Contractor* is agreed to be conditional or contingent on the ability to recover those amounts or a portion thereof from the *Owner*, failing which the *Contractor* shall be saved harmless from all or a portion of those claims. The *Contractor* acknowledges that any such agreement would undermine the required arm's-length relationship and constitute a conflict of interest. For greater certainty, the *Contractor* shall only be entitled to advance claims against the *Owner* for amounts pertaining to *Subcontractor* or *Supplier* claims where the *Contractor* has actually paid or unconditionally acknowledged liability for those claims or where those claims are the subject of litigation or binding arbitration between the *Subcontractor* or *Supplier* and the *Contractor* has been found liable for those claims.
- 9.5 Notwithstanding paragraph 7.1.2 of GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT, a breach of this Article by the *Contractor*, any of the *Subcontractors*, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies that the *Owner* has in the *Contract*, in law, or in equity.

DEFINITIONS

Add the following new definitions:

16. Amend Definition 16 by adding the following to the end of the Definition:

Provide has this meaning whether or not the first letter is capitalized.

27. **Confidential Information**

Confidential Information means all the information or material of the *Owner*, or information about the property of the *Owner*, that is of a commercial, sensitive, proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to, or comes into the possession or control or knowledge of, the *Contractor* at any time, but *Confidential Information* shall not include information that:

- 1) is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public;
- 2) the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;
- 3) the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or
- 4) is independently developed by the *Contractor* without use of any *Confidential Information*.

28. **Construction Schedule**

Construction Schedule means the schedule for the performance of the *Work* provided by the *Contractor* pursuant to GC 3.5, including any amendments to the *Construction Schedule* made pursuant to the *Contract Documents*.

29. Force Majeure

Force Majeure means any cause, beyond the *Contractor's* control, other than bankruptcy or insolvency, which prevents the performance by the *Contractor* of any of its obligations under the *Contract* and the event of *Force Majeure* was not caused by the *Contractor's* default or active commission or omission and could not be avoided or mitigated by the exercise of reasonable effort or foresight by the *Contractor*. *Force Majeure* includes *Labour Disputes*, fire, unusual delay by common carriers or unavoidable casualties, pandemics, epidemics, quarantines or civil disturbances caused by severe medical emergencies or diseases, government declared emergencies, acts, orders, legislation, regulations or directives of any government or other public authority, acts of a public enemy, war, riot, sabotage, blockage, embargo, lightning, earthquake, or acts of God.

30. Install

Install means the following:

- Install and connect.
- Position and adjust *Products* in final placement,
- Affix and anchor *Products* in final placement, in accordance with manufacturers' instructions and *Contract Documents*,
- Commission and adjust *Products* for proper operation.

Install has this meaning whether or not the first letter is capitalized.

31. Labour Dispute

Labour Dispute means any lawful or unlawful labour problems, work stoppage, labour disruption, strike, job action, slow down, lock-outs, picketing, refusal to work or continue to work, refusal to supply materials, cessation or work or other labour controversy which does, or might, affect the *Work*.

32. Overhead

Overhead means all site and head office operations and facilities, all site and head office administration and supervision; all duties and taxes for permits and licenses required by the authorities having jurisdiction at the *Place of the Work*; all requirements of Division 1, including but not limited to submittals, warranty, quality control, calculations, testing and inspections; meals and accommodations; and, tools, expendables and clean-up costs.

33. Request for Information/RFI

Request for Information or *RFI* means written documentation sent by the *Contractor* to the *Owner* or to the *Owner's* representative or the *Consultant* requesting written clarification(s) and/or interpretation(s) of the *Drawings* and/or *Specifications*, *Contract* requirements and/or other pertinent information required to complete the *Work* of the *Contract* without applying for a change or changes to the *Work*.

34. Make Good

Make Good means to restore to at least the quality of, and leave in no worse condition than, the original.

35. Proposed Change

A *Proposed Change* or *Contemplated Change Order* is a written instruction by the *Consultant* directing the *Contractor* to provide the following:

- A change to the scope of the *Work*.
- Amount of an adjustment in the *Contract Price* or *Cash Allowance*.
- The extent of the adjustment in the *Contract Time* if any.

36. Proper Invoice

A Proper Invoice shall include the following:

1. Contractor invoices;
2. The period in which services were supplied;
3. How the Work was authorized;
4. Description of services or materials supplied;
5. The amount payable;
6. The contact information of the payment administrator;
7. Any other prescribed information required by applicable lien legislation.

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

- 1.0 Where a General Condition or paragraph of the General Conditions of the *Contract* is deleted by these amendments, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, unless stated otherwise herein, and the numbering of the deleted item will be retained, unused.

GC 1.1 CONTRACT DOCUMENTS

- 1.1.6 Add the following to the end of paragraph 1.1.6:

The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Owner* or the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* with respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting those matters before proceedings with the *Work*. Where site conditions require reasonable minor changes where the change requires only the additional labour of one half hour or less, the *Contractor* shall make such changes at no additional cost to the *Owner*. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are those portions of the *Contact Documents*, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables and/or lists.

- 1.1.6.1 Add Paragraph 1.1.6.1 as follows:

"The *Contractor* is the sole arbiter and coordinator of the *Contract* and neither the organization of the specifications into divisions, sections and parts, nor the arrangement of the drawings shall oblige the *Consultant*, or the *Owner* to act as arbiter to establish limits of responsibility between the *Contractor* and its *Subcontractors*."

- 1.1.7 Amend paragraph 1.1.7.1 by adding "Amendments to CCDC 2 – 2008" before "the Agreement between the Owner and the Contractor" and deleting the reference to "Supplementary Conditions". Add "GECDSD Privacy and Cyber Security Schedule" after "the Agreement between the Owner and the Contractor".

Add new paragraphs 1.1.7.5, 1.1.7.6, 1.1.7.7, 1.1.7.8, 1.1.7.9 and 1.1.7.10 as follows:

- .5 noted materials and annotations on the *Drawings* shall govern over the graphic representation of the *Drawings*.
- .6 finishes in the room finish schedules shall govern over those shown on the *Drawings*.
- .7 architectural drawings shall have precedence over structural, plumbing, mechanical, electrical and landscape drawings insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the *Consultant* or its sub-*Consultants* are to remain with each of the applicable drawing disciplines.
- .8 should reference standards contained in the *Specifications* conflict with the *Specifications*, the *Specifications* shall govern. Should reference standards and *Specifications* conflict with each other or if certain requirements of the *Specifications* conflict with other requirements of the *Specifications*, the more stringent requirements shall govern.

1.1.8

1.1.11 Add 1.1.11 as follows:

Syntax

.1 Where the words ‘accepted’, ‘reviewed’, ‘designated’, ‘directed’, ‘inspected’, ‘instructed’, ‘permitted’, ‘required’, and ‘selected’ are used in the *Contract Documents*, they are deemed to be followed by the words ‘by the *Consultant*’, unless the context provides otherwise.

.2 Where the words ‘acceptable’, ‘submit’ and ‘satisfactory’ are used in the *Contract Documents*, they are deemed to be followed by the words ‘to the *Consultant*’, unless the context provides otherwise.

1.1.12 Add 1.1.12 as follows:

In the event of any conflict or discrepancy between the provisions of: (1) the Agreement between *Owner* and *Contractor*, Definitions, and The General Conditions of the Stipulated Price Contract with the Supplementary Conditions; and (2) the *Consultant*’s document(s), the Agreement between *Owner* and *Contractor*, Definitions, and The General Conditions of the Stipulated Price Contract with the Supplementary Conditions shall take precedence over any of the *Consultant*’s document(s) and govern the relationship between the *Owner* and the *Consultant*.

1.1.13 Add 1.1.13 as follows:

Unless a physical version of any *Contract Document* is absolutely necessary, the *Owner*, *Consultant* and *Contractor* agree that the *Contract Documents* may be retained and/or recorded in electronic format, provided that the electronic version is reliable, viewable, retainable, can be provided to or examined by a party, or reproduced in physical format by a party, and that any requirement in the *Contract* to retain *Contract Documents* can be satisfied by the retention of an electronic version of such *Contract Document(s)*. For certainty, once the physical version of any *Contract Document* has been reproduced and retained in electronic format in accordance with this requirement, the party having control over such *Contract Document* may destroy the physical version, and any obligation in the *Contract* to provide the *Contract Document* will be satisfied by the provision of the electronic version of such *Contract Document*. The *Owner*, *Consultant* and *Contractor* shall determine whether it is absolutely necessary for a physical version of any *Contract Document* to be retained, acting reasonably. In the event that a party requires the reproduction of an electronic *Contract Document* in physical form, unless the *Contract* stipulates otherwise, the cost of such reproduction shall be borne by the party requiring such reproduction.

1.1.14 Add 1.1.14 as follows:

Unless a physical version and signature of any *Contract Document* is absolutely necessary, the *Owner*, *Consultant* and *Contractor* agree that the *Contract Documents* may be executed, signed, delivered, provided or transmitted in electronic format, provided that the electronic signature and/or version is secure, reliable, viewable, retainable, can be provided to or examined by any party, or reproduced readily in physical format by any party, and that any requirement in the *Contract* to sign and/or provide *Contract Documents* can be satisfied by the electronic signature and/or delivery of an electronic version of such *Contract Document(s)*. An “electronic signature” shall be any electronic information that a person creates or adopts in order to sign a *Contract Document* and that is in, attached to or associated with the *Contract Document*, provided that the method of signing and reliability of the signature is acceptable to the *Owner*, in its absolute discretion, and which meets the *Owner’s* information technology standards. Acceptable forms of electronic signature include, but are not limited to, the typing of the party’s authorized signing officer’s name or the inclusion of an image of the party’s authorized signing officer’s signature so long as the electronic signature is sufficient to identify the party’s authorized signing officer. The party’s authorized signing officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested under this *Contract*. However, if an electronic signature is determined by the *Owner* to be unacceptable, the party providing the electronic signature shall provide within seven (7) days a new electronic signature in a form and format acceptable to the *Owner*. The method of delivery by electronic means shall be determined by the *Owner*, acting reasonably, and may include, without limitation, electronic mail or the provision of the *Contract Documents* on a Universal Serial Bus (USB), or any other private and secured method of electronic delivery acceptable to and accessible by the *Owner*, in its absolute discretion.

1.1.15 Add 1.1.15 as follows:

The *Contractor* agrees that at all times it will comply with the GECDSD Privacy and Cyber Security Schedule provided by the *Owner* to the *Contractor* and identified in ARTICLE A-3 CONTRACT DOCUMENTS, and ensure that any *Subcontractor*, *Supplier*, agent, employee, or other person performing any portion of the *Work* also complies with the GECDSD Privacy and Cyber Security Schedule. In accordance with the GECDSD Privacy and Cyber Security Schedule, the *Contractor* shall not disclose any personal or commercially sensitive information, as defined therein, to any *Subcontractor*, *Supplier*, agent, employee, or other person performing any portion of the *Work* without first obtaining that person’s agreement to be bound by the requirements of the GECDSD Privacy and Cyber Security Schedule.

1.1.16 Add 1.1.16 as follows:

The *Contractor* agrees to keep any and all Confidential Information of the *Owner* strictly confidential, to only use any Confidential Information for the purposes of completing the *Work* under this *Contract*, and shall not discuss or disclose any Confidential Information except to: (i) those *Subcontractors*, *Suppliers*, agents, employees, and other persons performing any portion of the *Work* on behalf of the *Contractor* who have a need to know the Confidential Information in performing their portion of the *Work*, provided that any such recipient of the *Owner’s* Confidential Information first acknowledges and agrees to keep the Confidential Information confidential in accordance with this paragraph; (ii) any other person approved by the *Owner*; or (iii) as required by law. The *Contractor* shall be liable for any and all damages, losses, or costs of the *Owner* resulting from any breach of this paragraph. The *Contractor* acknowledges that it shall be responsible to the *Owner* for any breach of this paragraph by any of its *Subcontractors*, *Suppliers*, agents, employees, and other persons to whom it has disclosed Confidential Information. The *Contractor* acknowledges that disclosure or use of any Confidential Information in violation of this *Contract* could cause irreparable harm to the *Owner* for which monetary damages may be difficult to ascertain or be an inadequate remedy. The *Contractor* therefore agrees that the *Owner* will have the right, in addition to its other rights and remedies, at law or in equity, to seek temporary or permanent injunctive or interlocutory relief for any violation of this paragraph, and to not interfere with, delay or prevent the *Owner* from doing so. Upon receipt of a written request, and upon termination or expiration of this *Contract*, the *Contractor*, and anyone to whom the *Contractor* has provided Confidential Information, shall promptly return or destroy all Confidential Information, including all reproductions and copies thereof and shall immediately delete

all references thereto stored electronically, and provide written confirmation of having done so to the *Owner*. The obligations under this paragraph shall survive the termination or expiration of this *Contract* for a period of five (5) years.

GC 1.3 RIGHTS AND REMEDIES

1.3.2 Delete the word “No” from the beginning of paragraph 1.3.2 and substitute the words:

“Except with respect to the requirements set out in paragraphs 2.2.13, 6.4.1, 6.5.4, 6.6.1 and 8.2.2, no...”

GC 1.6 TIME IS OF THE ESSENCE OF THE CONTRACT

Add new GC 1.6 - TIME IS OF THE ESSENCE OF THE CONTRACT as follows:

1.6.1 All time limits stated in the *Contract Documents* are of the essence of the *Contract*.

GC 2.1 AUTHORITY OF THE CONSULTANT

2.1.3 Delete from line 2, "against whom the *Contractor* makes no reasonable objection and".

GC 2.2 ROLE OF THE CONSULTANT

2.2.7 Delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”.

2.2.8 Amend paragraph 2.2.8 by the addition of the following at the end of the paragraph:

Questions shall be submitted by the *Contractor* in the form of a “*Request for Information*”.

2.2.13 Amend paragraph 2.2.13 by the addition of the following to the end of that paragraph:

If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within ten (10) *Working Days* of receipt of a *Supplemental Instruction*, provide the *Consultant* with a notice in writing to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor*, without any adjustment in the *Contract Price* or *Contract Time*.

2.2.19 Add new paragraph 2.2.1.9 as follows:

The *Consultant* or the *Owner*, acting reasonably, may from time to time require the *Contractor* to remove from the *Project* any personnel of the *Contractor*, including project managers, superintendents or *Subcontractors*. Such persons shall be replaced by the *Contractor* in a timely fashion to the satisfaction of the *Consultant* or the *Owner*, as the case may be, at no cost to the *Owner*.

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.2 Amend paragraph 2.3.2 by adding the words “and *Owner*” after the words “*Consultant*” in the second and third lines.

2.3.3 Delete paragraph 2.3.3 in its entirety and replace it with the following:

The *Contractor* shall furnish promptly two copies to the *Consultant* and one copy to the *Owner* of all certificates and inspection reports relating to the *Work*.

2.3.4 Insert the word “review” after the word “inspections” in the first line of paragraph 2.3.4.

2.3.5 In the first line after “*Consultant*”, add “or the *Owner*”.

2.3.8 Add a new paragraph 2.3.8 as follows:

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

GC 2.4 DEFECTIVE WORK

2.4.1 Amend GC 2.4.1 by inserting “, the *Owner* and/or its agent” in the first sentence following “rejected by the *Consultant*”.

Add new paragraphs 2.4.1.1 and 2.4.1.2:

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

2.4.1.2 The *Contractor* shall prioritize the correction of any defective work, which, in the sole discretion of the *Owner through the Consultant*, adversely affects the day to day operations of the *Owner* or which, in the sole discretion of the *Consultant*, adversely affects the progress of the *Work*.

2.4.2 Delete paragraph 2.4.2 in its entirety and replace it with the following:

The *Contractor* shall promptly pay the *Owner* for costs incurred by the *Owner*, the *Owner's* own forces or the *Owner's* other contractors, for work destroyed or damaged or any alterations necessitated by the *Contractor's* removal, replacement or re-execution of defective work.

Add new paragraph 2.4.4 as follows:

2.4.4 Neither acceptance of the *Work* by the *Consultant* or the *Owner*, nor any failure by the *Consultant* or the *Owner* to identify, observe or warn of defective *Work* or any deficiency in the *Work* shall relieve the *Contractor* from the sole responsibility for rectifying such defect or deficiency at the *Contractor's* sole cost, even where such failure to identify, observe or warn is negligent.

GC 3.1 CONTROL OF THE WORK

3.1.3 Add a new paragraph 3.1.3 as follows:

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

3.1.4 Add a new paragraph 3.1.4 as follows:

Notwithstanding the provisions of paragraphs 3.1.1 and 3.1.2, the *Owner* shall have access to the site at all times to monitor all aspects of construction. Such access shall in no circumstances affect the obligations of the *Contractor* to fulfill its contractual obligations.

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.2.1 Delete paragraph 3.2.2.1 in its entirety.

3.2.2.2 Delete paragraph 3.2.2.2 in its entirety.

3.2.2.3 Delete paragraph 3.2.2.3 in its entirety.

3.2.2.4 Delete paragraph 3.2.2.4 in its entirety.

3.2.3.2 Delete paragraph 3.2.3.2 and replace it with the following:

Co-ordinate and schedule the activities and work of other contractors and *Owner's* own forces with the *Work* of the *Contractor* and connect as specified or shown in the *Contract Documents*.

3.2.3.4 Add new paragraph 3.2.3.4 as follows:

Subject to GC 9.4 CONSTRUCTION SAFETY, for the *Owner's* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in force at the *Place of the Work*, including all of the responsibilities of the “constructor”, pursuant to the *Occupational Health and Safety Act* (Ontario).

3.2.7 Add new paragraph 3.2.7:

Placing, installing, connecting of the *Work* by the *Owner's* own forces or by other contractors, on and to the *Contractor's Work* will not relieve the *Contractor's* responsibility to provide and maintain the specified warranties.

GC 3.3 TEMPORARY WORK

3.3.2 In paragraph 3.3.2, in the second line after the words “where required by law”, insert “or the *Consultant*”.

GC 3.4 DOCUMENT REVIEW

3.4.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

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

3.4.2 Add new paragraph 3.4.2. as follows:

If, at any time, the *Contractor* finds errors, inconsistencies, or omissions in the *Contract Documents* or has any doubt as to the meaning or intent of any part thereof, including laying out of the Work, the *Contractor* shall immediately notify the *Consultant*, and request instructions, a *Supplemental Instruction*, *Change Order*, or *Change Directive*, as the case may require, and the *Contractor* shall not proceed with the work affected until the *Contractor* has received such instructions, a *Supplemental Instruction*, *Change Order* or *Change Directive*. Neither the *Owner* nor the *Consultant* will be responsible for the consequences of any action of the *Contractor* based on oral instructions.

3.4.3 Add new paragraphs 3.4.3 as follows:

Errors, inconsistencies and/or omissions in the *Drawings* and/or *Specifications* which do not allow completion of the *Work* of the *Contract* shall be brought to the *Consultant's* attention prior to the execution of the *Contract* by means of an *RFI*.

GC 3.5 CONSTRUCTION SCHEDULE

3.5.1 Delete paragraph 3.5.1 in its entirety and replace with the following:

The *Contractor* shall:

- .1 within thirty (30) calendar days of receiving written confirmation of the award of the Contract, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule in the format indicated below that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*. Such schedule is to include a delivery schedule for *Products* whose delivery is critical to the schedule for the *Work* or are required by the *Contract* to be included in a *Products* delivery schedule. The *Contractor* shall employ construction scheduling software, being the latest version of "Microsoft Project" that permits the progress of the *Work* to be monitored in relation to the critical path established in the schedule. The *Contractor* shall provide the schedule and any successor or revised schedules in both electronic format and hard copy. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule; and,
- .2 provide the expertise and resources, such resources including manpower and equipment, as are necessary to maintain progress under the accepted baseline construction schedule or revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE; and,
- .3 monitor the progress of the *Work* on a weekly basis relative to the baseline construction schedule, or any revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE, update and submit to the *Consultant* and *Owner* the electronic and hard copy schedule on a monthly basis, at a minimum, or as required by the *Consultant* and advise the *Consultant* and the *Owner* weekly in writing of any variation from the baseline or slippage in the schedule; and,
- .4 provide overtime work without change to the *Contract Price* if such work is deemed necessary to meet the schedule; and,
- .5 ensure that the *Contract Price* shall include all costs required to phase or stage the *Work*.

3.5.2 Add new paragraph 3.5.2 as follows:

If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall, either at the request of the *Owner* or the *Consultant*, or following giving notice pursuant to subparagraph 3.5.1.3, take appropriate steps to cause the actual

progress of the *Work* to conform to the schedule or minimize the resulting delay. Within five (5) calendar days of the request by the *Owner* or the *Consultant* or the notice being given pursuant to subparagraph 3.5.1.3, the *Contractor* shall produce and present to the *Owner* and the *Consultant* a plan demonstrating how the *Contractor* will achieve the recovery of the last accepted schedule.

3.5.3 The *Contractor* is responsible for performing the *Work* within the *Contract Time*. Any schedule submissions revised from the accepted baseline construction schedule or revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE, during construction are not deemed to be approved extensions to the *Contract Time*. All extensions to the *Contract Time* must be made in accordance with the *Contract Documents*.

GC 3.6 SUPERVISION

Delete paragraph 3.6.1 in its entirety and replace with the following:

3.6.1 The *Contractor* shall employ a competent full-time superintendent, acceptable to the *Owner* and *Consultant*, who shall be in full time attendance at the *Place of Work* while the *Work* is being performed. The superintendent shall not be changed by the *Contractor* without valid reason which shall be provided in writing and shall not be changed without prior consultation with an agreement by the *Owner* and the *Consultant*. The *Contractor* shall replace the superintendent within 7 *Working Days* of the *Owner's* written notification, if the superintendent's performance is not acceptable to the *Owner*. The *Contractor* shall provide the *Owner* and the *Consultant* with the names, addresses and telephone numbers of the superintendent referred to in this paragraph 3.6.1 and other responsible persons who may be contacted for emergency and other reasons during non-working hours.

Delete paragraph 3.6.2 in its entirety and replace with the following:

3.6.2 The superintendent, and any project manager appointed by the *Contractor*, shall represent the *Contractor* at the *Place of Work* and shall have full authority to act on written instructions given by the *Consultant* and/or the *Owner*. Instructions given to the superintendent or the project manager shall be deemed to have been given to the *Contractor* and both the superintendent and any project manager shall have full authority to act on behalf of the *Contractor* and bind the *Contractor* in matters related to the *Contract*.

3.6.3 Add new paragraph 3.6.3, 3.6.4, 3.6.5 and 3.6.6 as follows:

The *Owner* may, at any time during the course of the *Work*, request the replacement of the appointed representative(s). Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement, which is approved by the *Owner*.

3.6.4 The supervisory staff assigned to the *Project* shall also be fully competent to implement efficiently all requirements for scheduling, coordination, field engineering, reviews, inspections and submittals defined in the *Specifications*, and have minimum 5 years documented "Superintendent/Project Management" experience.

3.6.5 The *Consultant* and *Owner* shall reserve the right to review the record of experience and credentials of supervisory staff assigned to the *Project* prior to commencement of the *Work*.

3.6.6 A superintendent assigned to the *Work* shall be "Gold Seal Certified" as per the Canadian Construction Association; or a superintendent that can demonstrate the requisite experience and success related to the *Project* to the sole satisfaction of the *Owner*.

GC 3.7 SUBCONTRACTORS AND SUPPLIERS

3.7.1.1 In paragraph 3.7.1.1 add to the end of the second line “including any warranties and service agreements which extend beyond the term of the *Contract*.”

3.7.1.2 In subparagraph 3.7.1.2 after the words “the *Contract Documents*” insert the words “including any required surety bonding”.

Delete paragraph 3.7.2. in its entirety and replace with the following:

3.7.2 Substitution of any *Subcontractor* and/or *Suppliers* after submission of the *Contractor’s* bid will not be accepted unless a valid reason is given in writing to and approved by the *Owner*, whose approval may be arbitrarily withheld. The reason for substitution must be provided to the *Owner* and to the original *Subcontractor* and/or *Supplier* and the *Subcontractor* and/or *Supplier* shall be given the opportunity to reply to the *Contractor* and *Owner*. The *Contractor* shall be fully aware of the capability of each *Subcontractor* and/or *Supplier* included in its bid, including but not limited to technical ability, financial stability and ability to maintain the proposed construction schedule.

Add new paragraphs 3.7.7 and 3.7.8 as follows:

3.7.7 Where provided in the *Contract*, the *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for *Work* or services required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*, and upon such assignment, the *Owner* shall have no further liability to any party for such contract.

3.7.8 The *Contractor* covenants that each subcontract or supply contract which the *Contractor* enters into for the purpose of performing the *Work* shall expressly provide for the assignment thereof to the *Owner* (at the option of the *Owner*) and the assumption by the *Owner* of the obligations of the *Contractor* thereunder, upon the termination of the *Contract* and upon written notice by the *Owner* to the other parties to such subcontracts or supply contracts, without the imposition of further terms or conditions; provided, however, that until the *Owner* has given such notice, nothing herein contained shall be deemed to create any contractual or other liability upon the *Owner* for the performance of obligations under such subcontracts or supply contracts and the *Contractor* shall be fully responsible for all of its obligations and liabilities (if any) under such subcontracts and supply contracts.

GC 3.8 LABOUR AND PRODUCTS

3.8.2 Delete paragraph 3.8.2 and substitute with the following:

Products provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, provincial and municipal building codes, fire safety standards, and all governmental authorities and regulatory agencies having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. *Products* brought on to the *Place of the Work* by the *Contractor* shall be deemed to be the property of the *Owner*, but the *Owner* shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever. The said *Products* shall be at the sole risk of the *Contractor*. Workmanship shall be, in every respect, first class and the *Work* shall be performed in accordance with the best modern industry practice.

3.8.3 Amend paragraph 3.8.3 by adding the words, “..., agents, *Subcontractors* and *Suppliers*...” after the word “employees” in the first line.

Add new paragraphs 3.8.4, 3.8.5, 3.8.6, 3.8.7, 3.8.8 and 3.8.9 as follows:

- 3.8.4 Upon receipt of a written notice from the *Owner*, the *Contractor* shall immediately remove from the *Place of the Work*, tradesmen and labourers whose conduct jeopardizes the safety of the *Owner's* operations. Immediately upon receipt of the request, the *Contractor* shall make arrangements to appoint an acceptable replacement.
- 3.8.5 Upon receipt of written notice from the *Consultant*, the *Contractor* shall remove from the *Place of Work*, tradesmen and labourers whose *Work* is unsatisfactory to the *Consultant* or who are considered by the *Consultant* to be unskilled or otherwise objectionable.
- 3.8.6 The *Contractor* shall cooperate with the *Owner* and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the *Work* at the *Place of the Work*, including cooperation to attempt to avoid *Work* stoppages, trade union jurisdictional disputes and other *Labour Disputes*. Any costs arising from labour disputes shall be at the sole expense of the *Contractor*.
- 3.8.7 The cost for overtime required beyond the normal *Working Day* to complete individual construction operations of a continuous nature, such as pouring or finishing of concrete or similar work, or *Work* that the *Contractor* elects to perform at overtime rates without the *Owner* requesting it, shall not be chargeable to the *Owner*.
- 3.8.8 All manufactured *Products* which are identified by their proprietary names or by part or catalogue number in the *Specifications* shall be used by the *Contractor*. No substitutes for such specified *Products* shall be used without the written approval of the *Owner* and the *Consultant*. Substitutes will only be considered by the *Consultant* when submitted in sufficient time to permit proper review and investigation. When requesting approval for the use of substitutes, the *Contractor* shall include in its submission any proposed change in the *Contract Price*. The *Contractor* shall use all proprietary *Products* in strict accordance with the manufacturer's directions. Where there is a choice of proprietary *Products* specified for one use, the *Contractor* may select any one of the *Products* so specified for this use.
- 3.8.9 Materials, appliances, equipment and other *Products* are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In such cases, the name of a manufacturer, distributor, *Supplier* or dealer is sometimes given to assist the *Contractor* to find a source *Supplier*. This shall not relieve the *Contractor* from its responsibility from finding its own source of supply even if the source names no longer supplies the *Product* specified. If the *Contractor* is unable to obtain the specified *Product*, the *Contractor* shall supply a substitute product equal to or better than the specified *Product*, as approved by the *Consultant* with no extra compensation. Should the *Contractor* be unable to obtain a substitute *Product* equal to or superior to the specified *Product* and the *Owner* accepts a different *Product*, the *Contract Price* shall be adjusted accordingly, as approved by the *Consultant*.

GC 3.9 DOCUMENTS AT THE SITE

- 3.9.1 Delete paragraph 3.9.1 in its entirety and substitute the following:

Notwithstanding paragraph 1.1.13, the *Contractor* shall keep one physical copy of the current *Contract Documents*, *Supplemental Instructions*, contemplated *Change Orders*, *Change Orders*, *Change Directives*, cash allowance disbursement authorizations, reviewed *Shop Drawings*, submittals, reports and records of meeting at the *Place of the Work*, in good order and available to the *Owner* and *Consultant*.

- 3.9.2 Add new paragraph 3.9.2:

The *Contractor* shall note on the *Contract Documents* all deviations in construction complete with revised dimensions to clearly identify the as-built conditions for all construction trades.

GC 3.10 SHOP DRAWINGS

- 3.10.1 Delete paragraph 3.10.1 in its entirety and replace with the following:

The *Contractor* shall provide shop drawings as described in the *Contract Documents* and as the *Consultant* may reasonably request. Unless a physical version of any *Shop Drawing* is absolutely necessary, the *Owner*, *Consultant* and *Contractor* agree that the *Shop Drawings* may be provided and retained in electronic format by way of a Universal Serial Bus (USB) flash drive device or another agreed upon electronic storage device capable of readily displaying and delivering electronic versions of the *Shop Drawings*, and which can be used to reproduce the same in physical format. Nothing herein shall prevent either the *Owner*, *Consultant*, or *Contractor* from reproducing physical versions of any *Shop Drawings* as needed. This paragraph shall not apply though to the *Contractor's* requirement under paragraph 3.9.1.

3.10.9 Delete paragraph 3.10.9 in its entirety and substitute the following:

At the time of providing *Shop Drawings*, the *Contractor* shall advise the *Consultant* in writing of any deviations in *Shop Drawings* from the requirements of the *Contract Documents*. The *Consultant* shall indicate the acceptance of such deviation expressly in writing. Where manufacturers' literature is submitted in lieu of scaled drawings, it shall be clearly marked in ink, to indicate the specific items for which review is requested.

Add new paragraphs 3.10.13, 3.10.14, 3.10.15, 3.10.16, 3.10.17 and 3.10.18 as follows:

3.10.12 Delete paragraph 3.10.12 and replace with the following:

The *Consultant* will review and return *Shop Drawings* and submittals in accordance with the schedule agreed upon in paragraph 3.10.3, The *Contractor* shall allow the *Consultant* a minimum of 10 Working Days to review *Shop Drawings* from the date of receipt. If resubmission of *Shop Drawings* is required, a further 10 Working Day period is required for the *Consultant's* review.

3.10.13 Reviewed *Shop Drawings* shall not authorize a change in the *Contract Price* and/or the *Contract Time*.

3.10.14 The *Contractor* shall prepare a *Shop Drawings* schedule acceptable to the *Owner* and the *Consultant* prior to the first application for payment. A draft of the proposed *Shop Drawings* schedule shall be submitted by the *Contractor* to the *Consultant* and the *Owner* for approval. The draft *Shop Drawings* schedule shall clearly indicate the phasing of *Shop Drawings* submissions. The *Contractor* shall periodically re-submit the *Shop Drawings* schedule to correspond to changes in the construction schedule.

3.10.15 Except where the parties have agreed to a different *Shop Drawings* schedule pursuant to paragraph 3.10.3, the *Contractor* shall comply with the requirements for *Shop Drawings* submissions stated in the *Specifications*.

3.10.16 The *Contractor* shall not use the term "by others" on *Shop Drawings* or other submittals. The related trade, *Subcontractor* or *Supplier* shall be stated.

3.10.17 Certain *Specifications* sections require the *Shop Drawings* to bear the seal and signature of a professional engineer. Such professional engineer must be registered in the jurisdiction of the *Place of the Work* and shall have expertise in the area of practice reflected in the *Shop Drawings*.

GC 3.11 USE OF THE WORK

3.11.1 In the second line between the words "permits" and "or" add, "by direction of the *Owner* or *Consultant*."

3.11.3 Add new paragraph 3.11.3 as follows:

The *Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment, or for other use before *Substantial Performance of the Work*, if, in the opinion of the *Consultant*, such entry and occupation does not prevent or substantially interfere with the *Contractor* in the performance of

the *Contract* within the *Contract Time*. Such entry or occupation shall neither be considered as acceptance of the *Work*, nor in any way relieve the *Contractor* from its responsibility to complete the *Contract*.

GC 3.12 CUTTING AND REMEDIAL WORK

Add new paragraphs 3.12.5 and 3.12.6 as follows:

- 3.12.5 Unless specifically stated otherwise in the *Specifications*, the *Contractor* shall do all cutting and making good necessary for the proper installation and performance of the *Work*.
- 3.12.6 To avoid unnecessary cutting, the *Contractor* shall lay out its work and advise the *Subcontractors*, when necessary, where to leave holes for installation of pipes and other work.

GC 3.13 CLEAN UP

- 3.13.1 At the end of the paragraph 3.13.1, add the following:

The *Contractor* shall remove accumulated waste and debris at least once a week as a minimum or as required by the nature of the *Work*.

- 3.13.2 In paragraph 3.13.2, in the fourth line add the word “materials” between the word “tools” and the words “*Construction Equipment*”.
- 3.13.3 In paragraph 3.13.3, in the first and second lines add the word “materials” between the word “tools” and the words “*Construction Equipment*”.

Add new paragraphs 3.13.4, 3.13.5, 3.13.6 and 3.13.7 as follows:

- 3.13.5 The *Contractor* shall clean up garbage during and after construction, and maintain the site in a neat and orderly condition on a daily basis. Prior to leaving the site at the end of construction, the *Contractor* shall make good all damage to the building and its components caused by the performance of the *Work* or by any *Subcontractor* or *Supplier*. The *Contractor* shall leave the site in a clean and finished state; remove all equipment and materials; remove all paint, stains, labels, dirt, etc. from the *Work*; and touch up all damaged painted areas.
- 3.13.6 Without limitation to or waiver of the *Owner's* other rights and remedies, the *Owner* shall have the right to back charge to the *Contractor* the cost of damage to the site caused by transportation in and out of the site by the *Contractor*, *Subcontractors* or *Suppliers*, if not repaired before final payment.
- 3.13.7 The *Contractor* shall dispose of debris at location and in a manner acceptable to the *Owner*, and authorities having jurisdiction in the area of the *Work* and the disposal area, and cover containers with tarpaulins tied in place to prevent scattering of debris on site and during transport.

GC 3.14 CONTRACTOR STANDARD OF CARE

Add a new General Condition 3.14 – CONTRACTOR STANDARD OF CARE as follows:

- 3.14.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise the standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract*, the performance of the *Contractor's* obligations, duties and responsibilities shall be judged against this standard. The *Contractor* shall exercise the same standard of care, skill and diligence in respect of any *Products*, personnel or procedures which it may recommend to the *Owner*.
- 3.14.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:

- .1 the personnel it assigns to the *Project* are appropriately experienced;
- .2 it has a sufficient staff of qualified and competent personnel to replace any of its appointed representatives, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation; and
- .3 there are no pending, threatened or anticipated claims, liabilities or contingent liabilities that would have a material effect on the financial ability of the *Contractor* to perform its work under the *Contract*.

GC 3.15 OCCUPANCY OF THE WORK

- 3.15.1 The *Owner* reserves the right to take possession of and use for any intended purpose any portion or all of the undelivered portion of the *Project* even though the *Work* may not be substantially performed, provided that such taking possession and use will not interfere, in any material way, with the progress of the *Work*. The taking of possession or use of any such portion of the *Project* shall not be deemed to be the *Owner's* acknowledgement or acceptance of the *Work* or the *Project*, nor shall it relieve the *Contractor* of any of its obligations under the *Contract*.
- 3.15.2 Whether the *Project* contemplates *Work* by way of renovations in buildings which will be in use or be occupied during the course of the *Work* or where the *Project* involves *Work* that is adjacent to a structure which is in use or is occupied, the *Contractor*, without in any way limiting its responsibilities under the *Contract*, shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures.

GC 3.16 RIGHT OF ENTRY

Add a new General Condition 3.16 – RIGHT OF ENTRY as follows:

- 3.16 The *Owner* shall have the right to enter upon and occupy the *Work*, in whole or in part for the purpose of placing fittings and equipment or for such other uses as it may wish. Both the *Owner* and the *Contractor* shall co-operate with the other, so as to permit the *Contractor* to complete the *Work* and the *Owner* to place fittings and equipment in the most efficient manner possible. Such entry and occupancy shall not be interpreted as acceptance of the *Work*, nor in any way relieve the *Contractor* from its responsibilities under the *Contract*.

GC 4.1 CASH ALLOWANCES

- 4.1.1 Delete the second sentence in paragraph 4.1.1
- 4.1.3 Amend paragraph 4.1.3 by adding the following after the word “*Consultant*”:

in the form of a Cash Allowance Disbursement Authorization (CADA) signed by the *Owner* and the *Consultant*.

- 4.1.4 Delete paragraph 4.1.4 in its entirety and substitute the following:

Where the actual cost of the *Work* under any cash allowance exceeds the amount of the allowance, any unexpended amounts from other cash allowances shall be reallocated, at the *Consultant's* direction, to cover the shortfall, and, in that case, there shall be no additional amount added to the *Contract Price* for overhead and profit. Only where the actual cost of the *Work* under all cash allowances exceeds the total amount of all cash allowances shall the *Contractor* be compensated for the excess incurred and substantiated, plus an amount for overhead and profit on the excess only, as set out in the *Contract Documents*.

4.1.5 Delete paragraph 4.1.5 in its entirety and substitute the following:

The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price* by *Change Order* without any adjustment for the *Contractor's* overhead and profit on such amount.

Add new paragraphs 4.1.8 and 4.1.9 as follows:

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

4.1.9 Cash allowances cover the net cost to the *Contractor* of services, *Products*, *Construction Equipment*, freight, unloading, handling, storage, installation, provincial sales tax, and other authorized expenses incurred in performing any *Work* stipulated under the cash allowances but does not include any *Value Added Taxes* payable by the *Owner* and the *Contractor*.

GC 4.2 CONTINGENCY ALLOWANCE

4.2.3 Add new paragraph 4.2.3.1 as follows:

Contingency Allowance Payment Authorization (CAPA), signed by the *Owner* and the *Consultant* shall be used to authorize expenditures under the contingency allowance.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

5.1.1 Delete paragraph 5.1.1 in its entirety.

5.1.2 Delete paragraph 5.1.2 in its entirety.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

Delete paragraph 5.2.2 in its entirety and substitute the following:

5.2.2 Applications for payment shall be dated the last day of each payment period, which is the last day of the month or an alternative day of the month agreed in writing by the parties. The amount claimed shall be for the value, proportionate to the amount of the *Contract*, or work performed and *Products* delivered and incorporated into the *Work* at that date. No amount claimed shall include products delivered and incorporated into the *Work*, unless the products are free and clear of all security interests, liens and other claims of third parties.

Each application for payment, except the first, shall include a statutory declaration, in the current CCDC 9A form, up to the date of the application for payment. Each application for payment (including the first the holdback upon Substantial Performance, and final payments), shall also include:

- .1 A certificate, issued by an agency or firm providing workers' compensation insurance to the *Contractor*, verifying that coverage is in force at the time of making the application for payment, and that coverage will remain in force for at least sixty (60) days thereafter.
- .2 A declaration by the *Contractor* verifying that the performance of the *Work* is in compliance with all applicable regulatory requirements respecting environmental protection, first safety, public safety and occupational health and safety.
- .3 A pre-approved schedule of values, supplied by the *Contractor*, for Divisions 1 through 14 of the *Work*, aggregating the total amount of the *Contract Price*.

- .4 A separate pre-approved schedule of values, supplied by each *Subcontractor*, for each of Division 15, 16, and 17 of the *Work*, aggregating the total amount of the *Contract Price*.
- .5 A Proper Invoice, and invoices to support all claims against the cash allowance.
- .6 An acceptable construction schedule pursuant to GC 3.5.

5.2.3 Amend paragraph 5.2.3 by adding the following to the end of that paragraph:

No amount claimed shall include *Products* delivered to the *Place of the Work* unless the *Products* are free and clear of all security interests, liens, and other claims of third parties.

Amend paragraph 5.2.7 and add new paragraphs 5.2.8, and 5.2.9 as follows:

- 5.2.7 Applications for payment of *Products* delivered to the *Place of the Work* or *alternate Owner approved secure location* but not yet incorporated into the *Work* shall be supported by such evidence as the *Consultant* may reasonably require to establish value and delivery of the *Products*.
- 5.2.8 The *Contractor* shall prepare and maintain current as-built drawings which shall consist of the *Drawings* and *Specifications* revised by the *Contractor* during the *Work*, showing changes to the *Drawings* and *Specifications*, which current as-built drawings shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* shall retain a reasonable amount for the value of the as-built drawings not presented for review.
- 5.2.9 Prior to each application for payment, the *Contractor* and the *Consultant* shall jointly review the progress of the *Work*.

GC 5.3 PROGRESS PAYMENT

- 5.3.1.2 In the first sentence amend as follows: After the words “issue to the *Owner*” delete “and copy to the *Contractor*”. After the words “after the receipt of the” add “complete”. Delete the word 10 and replace it with the word 5.

- 5.3.1.3 Delete subparagraph 5.3.1.3 in its entirety and substitute as follows:

the *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than 20 calendar days after the date of a complete certificate of payment is issued by the *Consultant*, unless, within 7 calendar days of the receipt of the certificate for payment issued by the *Consultant* it provides notice to the *Contractor* in the prescribed form that it refuses to pay all or a portion of the amount requested in the application for payment.

Add new paragraphs 5.3.2 and 5.3.3 as follows:

- 5.3.2 If the *Contractor* fails to provide all documentation as required by GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT, the *Contractor* or *Owner* shall be entitled to return the application for progress payment to the *Contractor* for completion. The 5-day review period by the *Consultant* and 20 day payment period by the *Owner* will commence upon receipt of a complete application for progress payment.
- 5.3.3 Payment will be mailed to the *Contractor*. The payment date shall be the date the cheque is mailed. Delay resulting from mail shall not be used in calculating payment date.
- 5.3.4 The onus is on the *Contractor* to secure necessary materials and equipment immediately following the award of the contract. In rare circumstances, the *Owner* may authorize a progress payment of some or all of the cost of materials and equipment ordered in advance, provided the *Contractor* obtains advanced written approval from the *Owner* and also provides a copy of the purchase order(s), packing slip(s) and

proof of paid invoice(s) from their supplier(s). The Owner will process payment only of the cost of the approved materials and equipment. The Contractor will own the materials and equipment and be responsible for storage, handling, damages, losses, etc., until Total Completion of the Work.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 Add to the end of the paragraph 5.4.1 the following:

Where a portion of the *Work* is ready for use or is being used for the purposes intended and the *Owner* and the *Contractor* agree not to complete the *Work* expeditiously, the price of the services or materials remaining to be supplied and required to complete the *Work* shall be deducted from the *Contract Price* in determining *Substantial Performance of the Work*.

5.4.2 Delete paragraph 5.4.2 in its entirety and substitute the following:

The *Consultant* will review the *Work* to verify the validity of the application and shall promptly, and in any event, no later than 30 calendar days after receipt of the *Contractor's* complete deficiency list and application, the *Consultant* shall:

- .1 prepare a final deficiency list incorporating all items to be completed or corrected. Each item is to have an indicated value for correction or completion. Determination of the value is defined in GC 5.10 – DEFICIENCY HOLDBACK. The final deficiency list complete with values is to be included with the *Consultant's* draft verification and shall be reviewed with the *Owner* prior to 5.4.2.2.
- .2 having completed 5.4.2.1, the *Consultant* shall:
 - .1 advise the *Contractor* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or
 - .2 state the date of *Substantial Performance of the Work* in a certificate and issue a copy of that certificate to each the *Owner* and the *Contractor* containing the information required by the applicable lien legislation.

5.4.3 Delete paragraph 5.4.3 in its entirety and substitute the following:

Following the issuance of the certificate of *Substantial Performance of the Work*, the following shall apply to completing the *Work*:

- .1 *Contractor* is to complete the *Work* within sixty (60) calendar days.
- .2 No payments will be processed between *Substantial Performance of the Work* and the completion of the *Work*.
- .3 The *Owner* reserves the right to contract out any or all unfinished *Work* if it has not been completed within sixty (60) days of *Substantial Performance of the Work* without prejudice to any other right or remedy and without affecting the warranty period. The cost of completing the *Work* shall be deducted from the *Contract Price*.

Add new paragraphs 5.4.4, 5.4.5, 5.4.6 and 5.4.7 as follows:

5.4.4 Within the time prescribed by the construction/builder's lien legislation in force at the *Place of the Work*, or where there is no legislation or no time prescribed, within a reasonable time of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall take whatever steps are required to publish or post a signed copy of the certificate, as is required by such legislation. If the *Contractor* fails to comply with this provision, the *Owner* may take the required steps pursuant to the legislation and charge the *Contractor* for any costs so incurred.

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

- .1 guarantees;
- .2 warranties;
- .3 certificates;
- .4 final testing and balancing reports;
- .5 distribution system diagrams;
- .6 spare parts;
- .7 maintenance manuals;
- .8 samples;
- .9 reports and correspondence from authorities having jurisdiction in the *Place of the Work*;
- .10 shop drawings;
- .11 inspection certificates;
- .12 red-lined record drawings from the construction trailer in two copies.

and other materials or documentation required to be submitted under the *Contract*, together with written proof acceptable to the *Owner* and the *Consultant* that the *Work* has been substantially performed in conformance with the requirements of municipal, governmental, and utility authorities having jurisdiction in the *Place of the Work*. The *Consultant* shall refuse to certify *Substantial Performance of the Work* if the submittals referred to in this paragraph 5.4.5 are not provided by the *Contractor*.

5.4.6 The *Owner* shall withhold, from amounts otherwise payable to the *Contractor*, an amount not to exceed one (1) percent of the *Contract Price* as security for the obligation of the *Contractor* to provide an electronic red-lined record drawing.

5.4.7 The publication by the *Contractor* of the Certificate of Substantial Performance of the Work shall constitute a waiver by the *Contractor* of all claims whatsoever against the *Owner* under this *Contract* whether, for a change in the *Contract Price*, extension of *Contract Time* or otherwise, except those made in writing, prior to the *Contractor's* application for payment upon *Substantial Performance of the Work*, and still unsettled.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

Add new subparagraph 5.5.1.3 as follows

5.5.1.3 submit a statement that no written notices of liens have been received by it

5.5.2 Amend paragraph 5.5.2 by adding the following sentence to the end of that paragraph:

A reserve fund may be retained by the *Owner* to secure the correction of deficiencies and/or warranty claims. Included in the reserve fund would be all *Consultant* and *Owner* costs related to the correction of deficiencies and/or warranty claims.

5.5.3 Delete paragraph 5.5.3 in its entirety.

5.5.5 Delete paragraph 5.5.5 in its entirety.

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

Delete GC 5.6 in its entirety.

GC 5.7 FINAL PAYMENT

5.7.1 Delete paragraph 5.7.1 in its entirety and substitute as follows:

When the *Contractor* considers that the *Work* is completed, as defined in the lien legislation applicable to the *Place of the Work* or if such definition does not exist, in accordance with other applicable legislation, industry practice or provisions which may be agreed to between the parties, the *Contractor* shall submit an application for final payment. The *Contractor's* application for final payment shall be accompanied by any documents or materials not yet delivered pursuant to paragraph 5.4.5, together with complete and final as-built drawings and:

.1 the *Contractor's* written request for release of the deficiency holdback, including a statement that no written notices of lien have been received by it;

.2 a Statutory Declaration CCDC 9A-2001.

The *Work* shall be deemed not to be completed until all of the aforementioned documents have been delivered, and the *Owner* may withhold payment in respect of the delivery of any documents in an amount determined by the *Consultant* in accordance with the provisions of GC 5.8 - WITHHOLDING OF PAYMENT.

5.7.2 Delete from the first line of paragraph 5.7.2 the word 10 and replace it with the word 5.

5.7.4 Delete from the second line of paragraph 5.7.4 the words, "5 calendar days after the issuance" and substitute the words "20 calendar days after receipt of".

GC 5.8 WITHHOLDING OF PAYMENT

Delete paragraph 5.8.1 and replace with the following:

5.8.1 If because of conditions reasonably beyond the control of the *Contractor*, there are items of work that cannot be performed, payment in full for that portion of the *Work* which has been performed as certified by the *Consultant* shall not be withheld or delayed by the *Owner* on account thereof, but the *Owner* may withhold, until the remaining portion of the *Work* is finished, only such an amount that the *Consultant* determines is sufficient and reasonable to cover the cost of performing such remaining work.

GC 5.10 DEFICIENCY HOLDBACK

Add a new General Condition 5.10 as follows:

5.10.1 Notwithstanding any provisions contained in the *Contract Documents* concerning certification and release of monies to the *Contractor*, the *Owner* reserves the right to establish a deficiency holdback, at the time of the review for *Substantial Performance*, based on a 200% dollar value of the deficiencies listed by the *Consultant*. The value of work outstanding for the calculation of *Substantial Performance of the Work* under the *Construction Lien Act* (Ontario) shall utilize the 100% dollar value. No individual deficiency will be valued at less than two hundred dollars (\$200.00). The *Owner* shall retain the entire deficiency holdback amount until completion of all of the deficiencies listed by the *Consultant* to the satisfaction of the *Consultant*.

GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7 and 6.1.8 as follows:

6.1.3 The *Contractor* agrees that changes resulting from construction coordination, including but not limited to, site surface conditions, site coordination, and *Subcontractor and Supplier* coordination are included in the *Contract Price* and the *Contractor* shall be precluded from making any claim for a change in the *Contract Price* as a result of such changes.

6.1.4 Labour costs shall be actual, prevailing rates at the *Place of the Work* paid to workers, plus statutory charges on labour including WSIB, unemployment insurance, Canada pension, vacation pay, hospitalization and medical

insurance. The *Contractor* shall provides these rates, when requested by the *Consultant*, for review and/or agreement.

- 6.1.5 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*, submitted in a format acceptable to the *Consultant* and including any costs associated with extensions in *Contract Time*.
- 6.1.6 When both additions and deletions covering related *Work* or substitutions are involved in a change to the *Work*, payment, including *Overhead* and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
- 6.1.7 No extension to the *Contract Time* shall be granted for changes in the *Work* unless the *Contractor* can clearly demonstrate that such changes significantly alter the overall construction schedule submitted at the commencement of the *Work*. Extensions of *Contract Time* and all associated costs, if approved pursuant to GC 3.4.2, are to be included in the relevant *Change Order*.
- 6.1.8 When a change in the *Work* is proposed or required, the *Contractor* shall within 10 calendar days submit to the *Consultant* for review a claim for a change in *Contract Price* and/or *Contract Time*. Should 10 calendar days be insufficient to prepare the submission, the *Contractor* shall within 5 calendar days, advise the *Consultant* in writing of the proposed date of submission of the claim. Claims submitted after the dates prescribed herein will not be considered.

GC 6.2 CHANGE ORDER

- 6.2.1 Add after the last sentence in the paragraph:

The adjustment in the *Contract Time* and the *Contract Price* shall include an adjustment, if any, for delay or for the impact that the change in the *Work* has on the *Work* of the *Contractor*, and once such adjustment is made, the *Contractor* shall be precluded from making any further claims for delay or impact with respect to the change in the *Work*.

Add new paragraph 6.2.3 as follows:

- 6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the *Consultant*.
 - .1 by estimate and acceptance of a lump sum;
 - .2 by negotiated unit prices which include the *Contractor's Overhead* and profit, or;
 - .3 by the actual cost to the *Owner*, such costs to be the actual cost after all credits included in the change have been deducted, plus the following ranges of mark-up on such costs:
 - .1 *Contractor's* mark-up on its own work:
 - .1 Overhead and Profit: 10%
 - .2 *Contractor's* mark-up on Subcontractor's work:
 - .1 Overhead and Profit: 5%
 - .3 *Subcontractor's* mark-up on its own work:
 - .1 Overhead and Profit: 10%
 - .4 *Subcontractor's* mark-up on Subcontractors work:
 - .1 Overhead and Profit: 5%

Add new paragraph 6.2.4 as follows:

6.2.4 All quotations will be submitted in a complete manner listing:

- .1 quantity of each material,
- .2 unit cost of each material,
- .3 man hours involved,
- .4 cost per hour,
- .5 *Subcontractor* quotations submitted listing items 1 to 4 above and item 6 below.
- .6 mark-up

Add new paragraph 6.2.5 as follows:

6.2.5 The *Owner* and the *Consultant* will not be responsible for delays to the *Work* resulting from late, incomplete or inadequately broken down valuations submitted by the *Contractor*.

GC 6.3 CHANGE DIRECTIVE

6.3.2 Delete in its entirety.

6.3.3 Delete in its entirety.

6.3.6.1 Amend paragraph 6.3.6.1 by deleting the final period and adding as follows:

- .1 *Contractor's* mark-up on its own work:
 - .1 Overhead and Profit: 10%
- .2 *Contractor's* mark-up on Subcontractor's work:
 - .1 Overhead and Profit: 5%
- .3 *Subcontractor's* mark-up on its own work:
 - .1 Overhead and Profit: 10%
- .4 *Subcontractor's* mark-up on Subcontractors work:
 - .1 Overhead and Profit: 5%

6.3.7.1 In subparagraph 6.3.7.1 insert “while directly engaged in the work attributable to the change” after the words “in the direct employ of the *Contractor*”.

6.3.7 At the end of paragraph 6.3.7 add the following:

All other costs attributable to the change in the *Work* including the costs of all administrative or supervisory personnel are included in *Overhead* and profit calculated in accordance with the provisions of paragraph 6.1.5 of GC6.1 – OWNER’S RIGHT TO MAKE CHANGES.

6.3.11 Delete in its entirety.

GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

6.4.2 Amend paragraph 6.4.2 by adding a new first sentence as follows:

Having regard to paragraph 6.4.1, if the *Contractor* believes that the conditions of the *Place of the Work* differ materially from those reasonably anticipated, differ materially from those indicated in the *Contract Documents* or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1,

it shall provide the *Owner* and the *Consultant* with *Notice in Writing* no later than five (5) *Working Days* after the first observation of such conditions.

Amend the existing second sentence of paragraph 6.4.2 in the second line, following the word “materially” by adding the words “or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1,”

6.4.3 Delete paragraph 6.4.3 in its entirety and substitute the following:

If the *Consultant* makes a finding pursuant to paragraph 6.4.2 that no change in the *Contract Price* or the *Contract Time* is justified, the *Consultant* shall report in writing the reasons for this finding to the *Owner* and the *Contractor*.

Add new paragraph 6.4.5 as follows:

6.4.5 No claims for additional compensation or for an extension of *Contract Time* shall be allowed if the *Contractor* fails to give *Notice in Writing* to the *Owner* or *Consultant*, as required by paragraph 6.4.2.

GC 6.5 DELAYS

6.5.1 Delete the words after the word “for” in the fourth line of paragraph 6.5.1, 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).”

6.5.2 Add after the words “public authority” in the first line of paragraph 6.5.2. “...which is not a Force Majeure event...”. Delete the words after the word “for” in the fourth line of paragraph 6.5.2, 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).”

6.5.3 Delete paragraph 6.5.3 in its entirety and replace with the following:

If the *Contractor* is delayed in the performance of the *Work* by *Force Majeure*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as a result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from the actions of the *Owner*.

Delete paragraph 6.5.4 in its entirety and replace with the following:

6.5.4 No extension or compensation shall be made for delay or impact on the *Work* unless notice in writing of a claim is given to the *Consultant* not later than ten (10) *Working Days* after the commencement of the delays or impact on the *Work*, provided however, that, in the case of a continuing cause of delay or impact on the *Work*, only one notice of claim shall be necessary.

Add new paragraphs 6.5.6, 6.5.7 and 6.5.8 as follows:

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 the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any sub-consultants, 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 Without limiting the obligations of the *Contractor* described in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS or GC 9.4 – CONSTRUCTION SAFETY, the *Owner* or *Consultant* may, by notice in writing, direct the *Contractor* to stop the *Work* where the *Owner* or *Consultant* determines that there is an imminent risk to the safety of 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 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 the reimbursement of the *Contractor's* costs as provided in paragraphs 6.5.1, 6.5.2 or 6.5.3.

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

GC 6.6 CLAIMS FOR A CHANGE IN THE CONTRACT PRICE

Delete GC 6.6 in its entirety.

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

Revise the heading to read **“OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT”**

7.1.2 Add the following after substantial degree: “, or the Contractor fails to conform to any relevant federal, provincial, or municipal law, regulation, by-law or other requirement, including, without limitation, any applicable health and safety act or regulation,

Add a new subparagraph 7.1.3.4 as follows:

7.1.3.4 An “acceptable schedule” as referred to in subparagraph 7.1.3.2. means a schedule approved by the *Consultant* and the *Owner* wherein the default can be corrected within the balance of the *Contract Time* and shall not cause delay to any other aspect of the *Work* or the work of other contractors, and in no event shall it be deemed to give a right to extend the *Contract Time*.

7.1.4.1 Delete sentence and replace with the following:

Correct such default and deduct the cost, including *Owner's* expenses, thereof from any payment then or thereafter due the *Contractor*.

7.1.5.3 In subparagraph 7.1.5.3 delete the words: “however, if such cost of finishing the *Work* is less than the unpaid balance of the *Contract Price*, the *Owner* shall pay the *Contractor* the difference;”

Delete paragraph 7.1.6 in its entirety and add new paragraphs 7.1.6, 7.1.7, 7.1.8, 7.1.9 and 7.1.10 as follows:

7.1.6 In addition to its right to terminate the Contract set out herein, the *Owner* may terminate this *Contract* at any time for any other reason and without cause upon giving the *Contractor* fifteen (15) *Working Days' Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the termination of the *Contract*, but in no event shall the *Contractor* be entitled to be compensated for any loss of profit on unperformed portions of the *Work*, or indirect, special, or consequential damages incurred.

- 7.1.7 The *Owner* may suspend *Work* under this *Contract* at any time for any reason and without cause upon giving the *Contractor Notice in Writing* to that effect. In such event, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of suspension and be compensated for all actual costs incurred arising from the suspension, including reasonable profit, for loss sustained upon *Products* and *Construction Equipment*, and such other damages as the *Contractor* may have sustained as a result of the suspension of the *Work*, but in no event shall the *Contractor* be entitled to be compensated for any indirect, special, or consequential damages incurred. In the event that the suspension continues for more than thirty (30) calendar days, the *Contract* shall be deemed to be terminated and the provisions of paragraph 7.1.6 shall apply.
- 7.1.8 In the case of either a termination of the *Contract* or a suspension of the *Work* under GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK, OR TERMINATE THE CONTRACT or GC 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall use its best commercial efforts to mitigate the financial consequences to the *Owner* arising out of the termination or suspension, as the case may be.
- 7.1.9 Upon the resumption of the *Work* following a suspension under GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT or GC 7.2 - CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* will endeavour to minimize the delay and financial consequences arising out of the suspension.
- 7.1.10 The *Contractor's* obligations under the *Contract* as to quality, correction, and warranty of the *Work* performed by the *Contractor* up to the time of termination or suspension shall continue after such termination of the *Contract* or suspension of the *Work*.

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

- 7.2.2 Add after the words "public authority" in the second line of paragraph 7.2.2. "...which is not a Force Majeure event...".
- 7.2.3.1 Delete subparagraph 7.2.3.1 in its entirety.
- 7.2.3.4 In subparagraph 7.2.3.4, delete the words "except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER".
- Renumber paragraph 7.2.5 as paragraph 7.2.6. Add a new paragraph 7.2.5 as follows:
- 7.2.5 If the default cannot be corrected within the 5 *Working Days* specified in paragraph 7.2.4, the *Owner* shall be deemed to have cured the default if it:
- .1 commences correction of the default within the specified time;
 - .2 provides the *Contractor* with an acceptable schedule for such correction; and,
 - .3 completes the correction in accordance with such schedule.

Delete paragraph 7.2.6 entirely and replace with the following:

- 7.2.6 If the *Contractor* terminates the *Contract* under the conditions described in GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination, as determined by the *Consultant*. The *Contractor* shall also be

entitled to recover the direct costs associated with termination, including the costs of demobilization and losses sustained on *Products* and *Construction Equipment*. The *Contractor* shall not be entitled to any recovery for any special, indirect or consequential losses, including loss of profit.

Add new paragraphs 7.2.7, 7.2.8 and 7.2.9 as follows

- 7.2.7 The *Contractor* shall not be entitled to give notice of the *Owner's* default or terminate the *Contract* in the event the *Owner* withholds certificates or payment or both in accordance with the *Contract* because of:
- (a) the *Contractor's* failure to pay all legitimate claims promptly, or
 - (b) the failure of the *Contractor* to discharge construction liens which are registered against the title to the *Place of the Work*.
- 7.2.8 The *Contractor's* obligations under the *Contract* as to quality, correction and warranty of the *Work* performed by the *Contractor* up to the effective date of termination shall continue in force and shall survive termination by the *Contractor* in accordance with paragraph 7.2.4.
- 7.2.9 If the *Contractor* suspends the *Work* or terminates the *Contract* as provided for in GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall ensure the site and the *Work* are left in a safe, secure condition as required by authorities having jurisdiction at the *Place of the Work* and the *Contract Documents*.

GC 8.1 AUTHORITY OF THE CONSULTANT

- 8.1.1 Add to line 3, prior to "findings", the words "interpretation and".

GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

- 8.2.1 Amend paragraph 8.2.1 by adding to the beginning "Except for those disputes enumerated in Paragraph 8.2.7 below", and changing part of the second line from "shall appoint a *Project Mediator*" to "may appoint a *Project Mediator*, except that such an appointment shall only be made if both the *Owner* and the *Contractor* agree."
- 8.2.4 Amend paragraph 8.2.4 by changing part of the second line from "the parties shall request the *Project Mediator*" to "and subject to paragraph 8.2.1 the parties may request the *Project Mediator*".

Delete paragraphs 8.2.6, 8.2.7 and 8.2.8 in their entirety.

Add new paragraph 8.2.6 as follows:

- 8.2.6 The dispute may be finally resolved by arbitration under the Rules for Arbitration of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, provided that both the *Contractor* and the *Owner* agree. If the *Contractor* and the *Owner* agree to resolve the dispute by arbitration, the arbitration shall be conducted in the jurisdiction of the *Place of the Work*.

Add new paragraphs 8.2.7, 8.2.8, 8.2.9, 8.2.10, 8.2.11, 8.2.12, and 8.2.13 as follows:

- 8.2.7 Notwithstanding the foregoing, either the *Contractor* or the *Owner* may submit the following disputes to construction dispute interim adjudication ("Interim Adjudication") as defined in Part II.1 of the Construction Act (Ontario) (the "Act"):
- 8.2.7.1 The valuation of services or materials provided under the Contract.
 - 8.2.7.2 Payment under the Contract, including in respect of a Change Order, whether approved or not, or a Contemplated Change Order.
 - 8.2.7.3 Disputes that are the subject of a notice of refusal to pay or non-payment under Part 5 hereof and/or Part I.1. (Prompt Payment) of the Act.

- 8.2.7.4 Amounts retained under section 12 (set-off by trustee) or under subsection 17 (3) (lien set-off) of the Act.
- 8.2.7.5 Payment of a holdback under section 26.1 (payment of holdback on annual basis) or 26.2 (payment of holdback on phased basis) of the Act.
- 8.2.7.6 Non-payment of holdback by the Board under section 27.1 of the Act.
- 8.2.7.7 Any other matter that the parties to the Interim Adjudication agree to in writing, or that may be prescribed by the Act.
- 8.2.8 An Interim Adjudication shall be conducted in accordance with the Act, the Regulations, and the following requirements:
[NTD: Board to consider including any other requirements.]
- 8.2.9 If the Owner or the Contractor (the “Initiating Party”) wish to refer a dispute to Interim Adjudication, it shall give to the other party (the “Responding Party”), the Consultant, and any other party required by the Act, written notice thereof, including the following:
 - 8.2.9.1 the names and addresses of the parties;
 - 8.2.9.2 the nature and a brief description of the dispute, including details respecting how and when it arose;
 - 8.2.9.3 the nature of the redress sought; and
 - 8.2.9.4 the name of a proposed adjudicator to conduct the Interim Adjudication.
- 8.2.10 The Responding Party who receives from the Initiating Party notice of the referral of a dispute to Interim Adjudication, shall respond in writing in accordance with the Act. The Responding Party shall either confirm that the proposed adjudicator is acceptable or propose an alternative adjudicator. If the parties cannot agree to a proposed adjudicator within five (5) days of the delivery of the initial notice of the referral of the dispute to Interim Adjudication, then the parties shall ask the Authority under the Act to appoint one.
- 8.2.11 The adjudicator agreed upon by the parties (the “**Adjudicator**”) shall have the following powers:
 - 8.2.11.1 Issuing directions respecting the conduct of the Interim Adjudication.
 - 8.2.11.2 Taking the initiative in ascertaining the relevant facts and law.
 - 8.2.11.3 Drawing inferences based on the conduct of the parties to Interim Adjudication.
 - 8.2.11.4 Conducting an on-site inspection of the Project.
 - 8.2.11.5 Obtaining the assistance of a merchant, accountant, actuary, building contractor, architect, engineer or other person in such a way as the adjudicator considers fit, as is reasonably necessary to enable him or her to determine better any matter of fact in question.
 - 8.2.11.6 Making a determination in the adjudication.
 - 8.2.11.7 Any other power that may be prescribed.
- 8.2.12 If the Adjudicator requests an extension of the deadline for the Adjudicator’s determination, the parties agree to grant the Adjudicator’s request, provided that the deadline is not extended by more than fourteen days.
- 8.2.13 The parties agree that a determination by an Adjudicator shall be final and binding on each party and no party to an Interim Adjudication shall attempt to arbitrate, or otherwise contest, the determination under the provisions of Paragraphs 8.2.1 to 8.2.6 hereof, or through any other process, except in accordance with the Act.

GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and substitute the following:

- 9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.14.1;

Delete paragraph 9.1.2 in its entirety and substitute as follows:

- 9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground or hidden utilities and structures indicated in or inferable from the *Contract Documents*, or that are inferable from an inspection of the *Place of the Work* exercising the degree of care and skill described in paragraph 3.14.1.

Add new paragraph 9.1.5 as follows:

- 9.1.5 With respect to any damage to which paragraphs 9.1.3 or 9.1.4 apply, the *Contractor* shall neither undertake to repair or replace any damage whatsoever to the work of other contractors, or to adjoining property, nor acknowledge that 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*. Where, however, there is danger to life, the environment, or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.

GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add a new subparagraph 9.2.5.5 as follows:

- 9.2.5.5 in addition to the steps described in subparagraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials.

- 9.2.6 Add the following to paragraph 9.2.6, after the word “responsible” in the second line:

...or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damages to the property of the *Owner* or others,...

- 9.2.8 Add the following to paragraph 9.2.8, after the word “responsible” in the second line:

...or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damages to the property of the *Owner* or others,...

Add new paragraphs 9.2.10 and 9.2.11 as follows:

- 9.2.10 The *Contractor*, *Subcontractors* and *Suppliers* shall not bring on to the *Place of the Work* any toxic or hazardous substances and materials except as required in order to perform the *Work*. If such toxic or hazardous substances or materials are required, storage in quantities sufficient to allow work to proceed to the end of any current work week only shall be permitted. All such toxic and hazardous materials and substances shall be handled and disposed of only in accordance with all laws and regulations that are applicable at the *Place of the Work*.

GC 9.4 CONSTRUCTION SAFETY

Delete paragraph 9.4.1 in its entirety and substitute as follows:

- 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*.

Add new paragraphs 9.4.2 to 9.4.10 as follows:

- 9.4.2 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:
- .1 the evidence of workers' compensation compliance required by GC 10.4.1;
 - .2 copies of the *Contractor's* insurance policies having application to the *Project* or certificates of insurance, at the option of the *Owner*;
 - .3 documentation setting out the *Contractor's* in-house safety programs;
 - .4 copies of any documentation or notices to be filed or delivered to the authorities having jurisdiction for the regulation of occupational health and safety at the *Place of the Work*.
- 9.4.3 The *Contractor* shall indemnify and save harmless the *Owner*, its agents, trustees, officers, directors, employees, consultants, successors, appointees, and assigns from and against the consequences of any and all safety infractions committed by the *Contractor* under the occupational health and safety legislation in force at the *Place of the Work* including the payment of legal fees and disbursements on a substantial indemnity basis.
- 9.4.4 The *Owner* undertakes to include in its contracts with other contractors and in its instructions to its own forces the requirement that the other contractor or its own forces, as the case may be, comply with the policies and procedures of and the directions and instructions from the *Contractor* with respect to occupational health and safety and related matters.
- 9.4.5 If the *Owner* is of the reasonable opinion that the *Contractor* has not taken such precautions as are necessary to ensure compliance with the requirements of paragraph 9.4.1, the *Owner* may take any remedial measures which it deems necessary, including stopping the performance of all or any portion of the *Work*, and the *Owner* may use its employees, the *Contractor*, any *Subcontractor* or any other contractors to perform such remedial measures.
- 9.4.6 The *Contractor* shall file any notices or any similar document required pursuant to the *Contract* or the safety regulations in force at the *Place of the Work*. This duty of the *Contractor* will be considered to be included in the *Work* and no separate payment therefore will be made to the *Contractor*.
- 9.4.7 Unless otherwise provided in the *Contract Documents*, the *Contractor* shall develop, maintain and supervise for the duration of the *Work* a comprehensive safety program that will effectively incorporate and implement all required safety precautions. The program shall, at a minimum, respond fully to the applicable safety regulations and general construction practices for the safety of persons or property, including, without limitation, any general safety rules and regulations of the *Owner* and any workers' compensation or occupational health and safety statutes or regulations in force at the *Place of the Work*.
- 9.4.8 The *Contractor* shall provide a copy of the safety program described in paragraph 9.4.7 hereof to the *Consultant* for delivery to the *Owner* prior to the commencement of the *Work*, and shall, ensure, as far as it is reasonably practical to do so, that every employer and worker performing work in respect of the *Project* complies with such program.
- 9.4.9 The *Contractor* shall arrange regular safety meetings, and shall supply and maintain, at its own expense, at its office or other well-known place at the job site, safety equipment necessary to protect the workers and general public against accident or injury as prescribed by the authorities having jurisdiction at the *Place of the Work*,

including, without limitation, articles necessary for administering first-aid to any person and an emergency procedure for the immediate removal of any injured person to a hospital or a doctor's care.

- 9.4.10 The *Contractor* shall promptly report in writing to the *Owner* and the *Consultant* all accidents of any sort arising out of or in connection with the performance of the *Work*, whether on or adjacent to the job site, giving full details and statement of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the *Contractor* to the *Owner* and the *Consultant* by telephone or messenger in addition to any reporting required under the applicable safety regulations.

GC 10.1 TAXES AND DUTIES

- 10.1.2 Amend paragraph 10.1.2 by adding the following sentence to the end of the paragraph:

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 and the *Owner* shall not be entitled to any credit relating to mark-up for overhead or profit on any decrease in such taxes. The *Contractor* shall provide a detailed breakdown of additional taxes if requested by the *Owner* in a form satisfactory to the *Owner*.

Add new paragraph 10.1.3 as follows:

- 10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or *Value Added Taxes* applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner*, assist with the application for any exemption, recovery or refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 10.2.2 Change "The *Owner*" to read "The *Contractor*", in the first line.

- 10.2.5 Amend paragraph 10.2.5 by addition the words "Subject to paragraph 3.4" at the beginning of the paragraph. Add the following to the end of the second sentence:

...and no further *Work* on the affected components of the *Contract* shall proceed until these directives have been obtained by the *Contractor* from the *Consultant*.

- 10.2.6 Amend paragraph 10.2.6 by adding the following sentence to the end of the paragraph:

In the event the *Owner* suffers loss or damage as a result of the *Contractor's* failure to comply with paragraph 10.2.5 and notwithstanding any limitations described in paragraph 12.1.1, the *Contractor* agrees to indemnify and to hold harmless the *Owner* and the *Consultant* from and against any claims, demands, losses, costs, damages, actions suits or proceedings resulting from such failure by the *Contractor*.

Add new paragraph 10.2.8 as follows:

- 10.2.8 The *Contractor* shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the *Work* as installed conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the *Owner's* occupancy or partial occupancy. The certificates are to be

final certificates giving complete clearance of the *Work*, in the event that such governmental authorities furnish such certificates.

GC 10.4 WORKERS' COMPENSATION

10.4.1 Delete paragraph 10.4.1 and replace with the following:

Prior to commencing the *Work*, and with each and every application for payment thereafter, including the *Contractor's* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor's* application for final payment, the *Contractor* shall provide evidence of compliance with workers' compensation legislation in force at the *Place of the Work*, including payments due thereunder.

GC 11.1 INSURANCE

Delete entirety of general condition and CCDC 41 and replace with the following:

11.1 Without restricting the generality of GC 12 – INDEMNIFICATION, the *Contractor* shall provide, maintain, and pay for the insurance coverage specified in GC 11.1 – INSURANCE. Unless otherwise stipulated, the duration of each insurance policy shall be from the date of commencement of the *Work* until the expiration of the warranty periods set out in the *Contract Documents*. Prior to commencement of the *Work* and upon the placement, renewal, amendment, or extension of all or any part of the insurance, the *Contractor* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements.

.1 General Liability Insurance

General liability insurance shall be in the name of the *Contractor*, with the *Owner* and the *Consultant* named as additional insured, with limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof, for itself and each of its employees, *Subcontractors* and/or agents. The insurance coverage shall not be less than the insurance required by IBC Form 2100, or its equivalent replacement, provided that IBC Form 2100 shall contain the latest edition of the relevant CCDC endorsement form. To achieve the desired limit, umbrella, or excess liability insurance may be used. All liability coverage shall be maintained for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*. Where the *Contractor* maintains a single, blanket policy, the addition of the *Owner* and the *Consultant* is limited to liability arising out of the *Project* and all operations necessary or incidental thereto. The policy shall be endorsed to provide the *Owner* with not less than 30 days' notice, in writing, in advance of any cancellation and of change or amendment restricting coverage.

.2 Automobile Liability Insurance

Automobile liability insurance in respect of licensed vehicles shall limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles *owned* or leased by the *Contractor*, and endorsed to provide the *Owner* with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage. Where the policy has been issued pursuant to a government-operated automobile insurance system, the *Contractor* shall provide the *Owner* with confirmation of automobile insurance coverage for all automobiles registered in the name of the *Contractor*.

.3 Property and Boiler and Machinery Insurance

(1) Builder's Risk property insurance shall be in the name of the *Contractor* with the *Owner* and the *Consultant* named as additional insured. The policy shall insure against all risks of direct physical loss or damage to the property insured which shall include all property included in the *Work*, whether owned by the *Contractor*

or the owner or owned by others, so long as the property forms part of the *Work*. The property insured also includes all materials and supplies necessary to complete the work, whether installed in the work temporarily or permanently, in storage on the project site, or in transit to the project site, as well as temporary buildings, scaffolding, falsework forms, hoardings, excavation, site preparation and similar work. The insurance shall be for not less than the sum of the amount of the contract price and the full value of products that are specified to be provided by the owner for incorporation into the work, if applicable, with the deductible of \$10,000.00 payable by the contractor. The insurance shall include the foregoing and, otherwise, shall not be less than the insurance required by IBC Form 4042 or its equivalent replacement provided that the IBC Form 4042 shall include the latest addition of the relevant CCDC endorsement form. The coverage shall be based on a completed value form and shall be maintained continuously until ten (10) days after the date of the final certificate of payment.

(2) Boiler and machinery insurance shall be in the name of the *Contractor*, with the *Owner* and the *Consultant* named as additional insured, for not less than the replacement value of the boilers, pressure vessels and other insurable objects forming part of the *Work*. The insurance provided shall not be less than the insurance provided by the “Comprehensive Boiler and Machinery Form” and shall be maintained continuously from commencement of use or operation of the property insured and until 10 days after the date of the final certificate for payment.

(3) The policies shall allow for partial or total use or occupancy of the *Work*.

(4) The policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Contractor* as their respective interests may appear. The *Contractor* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Contractor* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Contractor* shall be entitled to such reasonable extension of the *Contract Time*, relative to the extent of the loss or damage, as determined by the *Owner*, in its sole discretion.

(5) The *Contractor* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount at which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds and as provided in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 – PROGRESS PAYMENT. In addition, the *Contractor* shall be entitled to receive from the payments made by the insurer the amount of the *Contractor's* interest in the restoration of the *Work*.

(6) In the case of loss or damage to the *Work* arising from the work of other contractors, or the *Owner's* own forces, the *Owner*, in accordance with the *Owner's* obligations under paragraph 3.2.2.4 of GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS, shall pay the *Contractor* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as provided in GC 5.2 – APPLICATIONS FOR PROGRESS PAYMENT and GC 5.3 – PROGRESS PAYMENT.

.4 Contractors' Equipment Insurance

“All risks” contractors' equipment insurance covering construction machinery and equipment used by the *Contractor* for the performance of the *Work*, excluding boiler insurance, shall be in a form acceptable to the *Owner* and shall not allow subrogation claims by the insurer against the *Owner*. The policies shall be endorsed to provide the *Owner* with not less than 30 days' notice, in writing, in advance of cancellation, change or amendment restricting coverage. Subject to satisfactory proof of financial capability by the *Contractor* for self-insurance of his equipment, the *Owner* agrees to waive the equipment insurance requirement.

11.1.2 The *Contractor* shall be responsible for deductible amounts under the policies except where such amounts may be excluded from the *Contractor's* responsibility by the terms of GC 9.1 - PROTECTION OF WORK AND PROPERTY and GC 9.2 - DAMAGES AND MUTUAL RESPONSIBILITY.

11.1.3 Where the full insurable value of the *Work* is substantially less than the *Contract Price*, the *Owner* may reduce the amount of insurance required to waive the course of construction insurance requirement.

- 11.1.4 If the *Contractor* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and provide evidence of same to the *Contractor*. The *Contractor* shall pay the costs thereof to the *Owner* on demand, or the *Owner* may deduct the amount that is due or may become due to the *Contractor*.
- 11.1.5 All required insurance policies shall be with insurers licensed to underwrite insurance in the jurisdiction of the *Place of the Work*.

GC 11.2 CONTRACT SECURITY

- 11.2.2 Delete paragraph after the word “provided” and replace with the following:

Such bonds shall be issued by an insurer licensed under the *Insurance Act* to write surety and fidelity insurance, which has been approved by the *Owner*, authorized to transact a business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*, including all warranty and maintenance periods set out in the *Contract Documents*.

Add new paragraph 11.2.3 as follows:

- 11.2.3 It is the intention of the parties that the performance bond shall be applicable to all of the *Contractor*’s obligations in the *Contract Document* and, wherever a performance bond is provided with language which conflicts with this intention, it shall be deemed to be amended to comply. The *Contractor* represents and warrants to the *Owner* that it has provided its surety with a copy of the *Contract Documents* prior to the issuance of such bonds.
- 11.2.4 Add new paragraph 11.2.4 as follows:

The *Contractor* shall provide a Performance Bond in the amount of at least 50% of the total of the *Contract Price* plus the *Value Added Taxes* and a Labour and Material Payment Bond in the amount of at least 50% of the total of the *Contract Price* plus *Value Added Taxes*, which extends its protection to any *Subcontractors* supplying labour and materials to the *Work*, and guaranteeing the faithful performance of the *Contract*.

GC 12.1 INDEMNIFICATION

Delete General Condition 12.1 – INDEMNIFICATION in its entirety and substitute as follows:

- 12.1.1 The *Contractor* shall indemnify and hold harmless the *Owner*, its parent, subsidiaries and affiliates, their respective partners, trustees, officers, directors, agents and employees and the *Consultant* from and against any and all claims, liabilities, expenses, demands, losses, damages, actions, costs, suits, or proceedings (hereinafter called “claims”), whether in respect of claims suffered by the *Owner* or in respect of claims by third parties, that directly or indirectly arise out of, or are attributable to, the acts or omissions of the *Contractor*, its employees, agents, *Subcontractors*, *Suppliers* or any other persons for whom it is in law responsible (including, without limitation, claims that directly or indirectly arise out of, or are attributable to, loss of use or damage to the *Work*, the *Owner*’s property or equipment, the *Contractor*’s property or equipment or equipment or property adjacent to the *Place of the Work* or death or injury to the *Contractor*’s personnel).
- 12.1.2 The provisions of GC 12.1 - INDEMNIFICATION shall survive the termination of the *Contract*, howsoever caused and no payment or partial payment, no issuance of a final certificate of payment and no occupancy in whole or in part of the *Work* shall constitute a waiver or release of any of the provisions of GC 12.1.

GC 12.2 WAIVER OF CLAIMS

- 12.2.1 In the fourth line, add the words “claims for delay pursuant to GC 6.5 DELAYS” after the word “limitation”.
Add the words “(collectively “Claims”)” after “*Substantial Performance of the Work*” in the sixth line.
- 12.2.1.1 Change the word “claims” to “Claims” and change the word “claim” to “Claim”.
- 12.2.1.2 Change the word “claims” to “Claims”.
- 12.2.1.3 Delete paragraph in its entirety.
- 12.2.1.4 Change the word “claims” to “Claims”.
- 12.2.2 Change the words “in paragraphs 12.2.1.2 and 12.2.1.3” to “in paragraph 12.2.1.2”. Change the word “claims” to “Claims” in both instances and change the word “claim” to “Claim”.
- 12.2.3 Delete paragraph in its entirety.
- 12.2.4 Delete paragraph in its entirety.
- 12.2.5 Delete paragraph in its entirety.
- 12.2.6 Change the word “claim” to “Claim” in all instances in the paragraph.
- 12.2.7 Change “The party” to “The *Contractor*”. Change the word “claim” to “Claim” in all instances in the paragraph.
- 12.2.8 Change “under paragraphs 12.2.1 or 12.2.3” to “under paragraph 12.2.1”. Change both instances of the words “the party” to “the *Contractor*”. Change the word “claim” to “Claim” in all instances in the paragraph.
- 12.2.9 Delete paragraph 12.2.9 in its entirety.
- 12.2.10 Delete paragraph 12.2.10 in its entirety.

GC 12.3 WARRANTY

- 12.3.2 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words “Subject to paragraph 3.4.1, the...”
- Add new paragraphs 12.3.7 to 12.3.12 as follows:
- 12.3.7 Where required by the *Contract Documents*, the *Contractor* shall provide a maintenance bond as security for the performance of the *Contractor’s* obligations as set out in GC 12.3 WARRANTY.
- 12.3.8 The *Contractor* shall provide fully and properly completed and signed copies of all warranties and guarantees required by the *Contract Documents*, containing:
- .1 the proper name of the *Owner*;
 - .2 the proper name and address of the *Project*;
 - .3 the date the warranty commences, which shall be at the “date of *Substantial Performance of the Work*” unless otherwise agreed upon by the *Consultant* in writing.
 - .4 a clear definition of what is being warranted and/or guaranteed as required by the *Contract Documents*;
 - and
 - .5 the signature and seal (if required by the governing law of the *Contract*) of the company issuing the warranty, countersigned by the *Contractor*.

- 12.3.9 Should any *Work* be repaired or replaced during the time period for which it is covered by the specified warranty, a new warranty shall be provided under the same conditions and for the same period as specified herein before. The new warranty shall commence at the completion of the repair or replacement.
- 12.3.10 The *Contractor* shall ensure that its *Subcontractors* are bound to the requirements of GC 12.3 – WARRANTY for the *Subcontractor's* portion of the *Work*.
- 12.3.11 The *Contractor* shall ensure that all warranties, guarantees or other obligations for *Work*, services or *Products* performed or supplied by any *Subcontractor*, *Supplier* or other person in connection with the *Work* are obtained and available for the direct benefit of the *Owner*. In the alternative, the *Contractor* shall assign to the *Owner* all warranties, guarantees or other obligations for *Work*, services or *Products* performed or supplied by any *Subcontractor*, *Supplier* or other person in connection with the *Work* and such assignment shall be with the consent of the assigning party, where required by law, or by the terms of that party's contract. Such assignment shall be in addition to, and shall in no way limit, the warranty rights of the *Owner* under the *Contract Documents*.
- 12.3.12 The *Contractor* shall commence or correct any deficiency within 2 Working Days after receiving a notice from the *Owner* or the *Consultant*, and shall complete the *Work* as expeditiously as possible, except in the case where the deficiency prevents maintaining security or where basic systems essential to the ongoing business of the *Owner* and/or its tenants cannot be maintained operational as designed. In those circumstances all necessary corrections and/or installations of temporary replacements shall be carried out immediately as an emergency service. Should the *Contractor* fail to provide this emergency service within 8 hours of a request being made during the normal business hours of the *Contractor*, the *Owner* is authorized, notwithstanding GC 3.1, to carry out all necessary repairs or replacements at the *Contractor's* expense.

PART 13 OTHER PROVISIONS

Add new Part 13 OTHER PROVISIONS as follows:

GC 13.1 OWNERSHIP OF MATERIALS

- 13.1.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*. All *Work* and *Products* delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*. The *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*.

GC 13.2 CONSTRUCTION LIENS

- 13.2.1 In the event that a claim for lien is registered against the *Project* by a *Subcontractor*, *Sub-subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, the *Contractor* shall, at its own expense:
- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
 - .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.
- 13.2.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 13.2.1, the *Owner* may fulfil those requirements without *Notice in Writing* to the *Contractor* and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

- 13.2.3 Notwithstanding any other provision in the *Contract*, the *Consultant* shall not be obligated to issue a certificate and the *Owner* shall not be obligated to make payment to the *Contractor* if, at the time such certificate or payment was otherwise due:
- .1 a claim for lien has been registered against the *Project* lands, or
 - .2 if the *Owner* or mortgagee of the *Project* lands has received written notice of a lien, or
 - .3 the *Owner* or *Consultant* reasonably believe that any party has purported to retain title to *Products* or materials in respect of which an application for payment has been made.
- 13.2.4 Without limiting the foregoing, the *Contractor* shall, if requested by the *Owner*, defend, indemnify and save the *Owner* harmless from the amount of all such claims and the costs of defending any and all actions commenced against the *Owner* pursuant to the construction/builder's lien legislation in force at the *Place of the Work*, including the legal costs of the *Owner*, unless the lien was a direct result of a breach of the *Contract* by the *Owner* or the non-payment by the *Owner* of a valid charge or claim under the *Contract*.
- 13.2.5 GC 13.2 – CONSTRUCTION LIENS does not apply to construction/builder's liens claimed by the *Contractor*.

END OF AMENDMENTS TO CCDC 2 - 2008

GECDSB Privacy and Cyber Security Schedule (“Privacy Schedule”)

This Privacy Schedule forms part of the CCDC 2- 2008 Stipulated Price Contract (the “Contract”) dated [DATE] between Greater Essex County District School Board (the “Board”) and [insert name] (the “Contractor”) respecting the delivery of specified construction services (the “Services”) identified in the Contract.

Definitions

1. In this Schedule,
 - (a) **“Act”** means the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*, as amended from time to time;
 - (b) **“personal information”** means all verbal, written, or electronically transmitted and/or machine-reproduced information, documents, and/or recorded information about an identifiable individual, provided to or collected or created by Contractor as a result of the Contract with the Board;
 - (c) **“privacy breach”** shall mean the unauthorized collection, access, use or disclosure of personal information in a manner not permitted under the Contract or the Act and which compromises the security or privacy of such information.
 - (d) **“Schedule” or “Privacy Schedule”** shall mean this GECDSB Privacy and Cyber Security Schedule.
 - (e) **“in writing”** means direction, notification or information that is written either in paper form or in electronic form.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Board to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor securely collects, uses, discloses, stores, returns and destroys personal information provided by the Board in accordance with the Act.

Ownership

3. The Board shall own all personal information submitted to or created by the Contractor under this Schedule.
4. This Schedule shall not be construed to grant any interest to the Contractor in any personal information disclosed to it pursuant to this Schedule. The Contractor agrees that it shall not claim to have any rights, title or ownership in the personal information or any discoveries or inventions based on or derived from the personal information. Nothing contained herein shall be deemed or construed to create an agency relationship, partnership or joint venture between the Board and the Contractor. The Contractor acknowledges and agrees that any and all disclosures of personal information to it pursuant to this Schedule are on a non-exclusive basis and the Board is free to make similar or other disclosures to third parties. Further, nothing herein and nothing said or written in connection with the disclosure of the personal information constitutes a promise or undertaking to enter into further agreements.

Handling of personal information

5. Unless the Contract otherwise specifies or the Board otherwise directs in writing, the Contractor shall not directly or indirectly use, publish, make available, collect or disclose any personal information for any purposes not authorized in writing by the Board.
6. Unless the Contract otherwise specifies or the Board otherwise directs in writing, any access to or use of personal information that is not necessary for the performance of the Contractor’s contractual obligations with the Board is strictly prohibited.

7. Only those subcontractors, suppliers, agents, employees, or other persons performing any portion of the Services on the behalf of the Contractor and approved by the Board who require access to personal information (collectively, the “Agents”), on a need to know basis, to fulfill the Contractor’s obligations under the Contract or under this Schedule, shall have access to such information, provided that all such Agents shall have entered into a confidentiality agreement with the Contractor acknowledging that it or they are bound by the terms of this Schedule and are informed that the personal information is subject to the terms of this Schedule. Any breaches of the obligations of confidentiality contained in this Schedule by such Agents shall be treated as a breach of such obligations by the Contractor.
8. The Contractor shall not disclose any personal information to a third party unless authorized by the Board or compelled by law or court or court order. If the Contractor receives a request or order for access to personal information from a third party (the “Requester”), the Contractor must promptly advise the Requester to make the request to the Board . If the Contractor is legally compelled to disclose any personal information to a Requester, the Contractor must provide prompt notice to the Board before any disclosure to allow the Board to seek a protective order or other appropriate remedy to prevent or limit such disclosure, unless the Contractor is legally prohibited from doing so. The Contractor shall only disclose that portion of the personal information which the Contractor is legally compelled to disclose.
9. The obligations of confidentiality, non-disclosure and non-use hereunder shall indefinitely survive the expiration or sooner termination of this Schedule.

Subcontracting and Assignment

10. This Schedule shall not be assigned by the Contractor without the prior written consent of the Board. The transfer or issuance of shares of the Contractor sufficient to give control of the Contractor to anyone other than the present shareholder or shareholders shall, for the purpose of this Schedule, be deemed to be an assignment of this Schedule requiring the consent of the Board. The Contractor shall, at the request of the Board from time to time, provide the Board with a statutory declaration in a form satisfactory to the Board acting reasonably, wherein an officer of the Contractor discloses whether or not there has been any change in control of the Contractor.

Except as provided in this section, none of the rights or obligations hereunder shall be assignable or transferable by the Board without the prior written consent of Contractor. The Board shall be entitled, upon giving notice to Contractor, to assign this Schedule to another board of education (the “Permitted Assignee”), and upon such assignment and assumption of this Schedule by the Permitted Assignee and notice thereof being given to Contractor, the Board shall be relieved of any and all liability hereunder.

Storage

11. The Contractor shall store all personal information provided, collected or created under this Schedule only at its/its data host’s designated target servers located in [Insert Location]. The Contractor shall not process or transfer personal information to any portable or laptop computing device or any portable storage medium, unless that storage medium is in use as part of the Contractor’s designated backup and recovery processes and is encrypted.

In the event that the Contractor wishes to change its data host or the location of the servers hosting the personal information, the Contractor shall provide the Board sixty (60) days advance written notice of the proposed change. Should the Board not approve of the change, it shall notify the Contractor within thirty (30) days of its receipt of the Contractor’s notice. The Contractor shall then have ten (10) days to withdraw the change. If the Contractor fails or refuses to withdraw the change, the Board may immediately terminate this Schedule and any other contract between itself and the Contractor related thereto and, notwithstanding any term to the contrary in such contract, without

penalty, damages, costs or any other liability.

Security of personal information

12. The Contractor shall ensure the security and integrity of all personal information from and against all unauthorized collection, use, disclosure or destruction. The Contractor shall, in accordance with industry best practices, implement, use and maintain the most appropriate administrative, physical and technological security measures and procedures to fulfill its obligations with respect to ensuring the security and integrity of such personal information. These measures and procedures will be extended by contract to all Agents used by the Contractor.

Correction of personal information

13. The Contractor shall assist the Board in reviewing and/or correcting any personal information in the Contractor's custody or control.

Requests for access to personal information

14. If the Contractor receives a request for access to personal information from a person other than the Board, the Contractor must promptly advise the person to make the request to the Board unless the Contract expressly requires the Contractor to provide such access and, if the Board has advised the Contractor in writing of the name or title and contact information of an official of the Board to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Return and Disposal of personal information

15. At the expiry or termination of the Contract, or at such time as the Board may direct, the Contractor must do any or all of the following with respect to personal information as required by the Board:
 - (a) transfer to the Board all personal information transferred to or collected, created, maintained, or stored by the Contractor or its Agents in relation to this Schedule in a reasonably accessible format and within sixty (60) days; and/or securely and permanently destroy all copies, records, reproductions and derivatives (including back ups) of personal information transferred to or collected, created, copied, reproduced, maintained, or stored by the Contractor in relation to this Schedule within sixty (60) days and provide written confirmation of the secure and permanent destruction to the Board within thirty (30) days of such destruction.
 - (b) The obligations of the Contractor in this paragraph 15 to return and/or dispose of personal information shall indefinitely survive the expiration or sooner termination of this Schedule.

Inspection of personal information

16. In addition to any other rights of inspection the Board may have under the Contract or under statute, the Board may, at any reasonable time and on reasonable written notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection. The Contractor shall also provide the Board with copies of any third-party audits of the Contractor's information and security systems at reasonable intervals.
17. The provision of any personal information hereunder shall not constitute any representation, warranty, assurance, guarantee or inducement by the Board to the Contractor with respect to any personal information, which information is provided on an "as is" basis. No warranty as to the accuracy or completeness of any personal information is provided herein.

Compliance with the Act and directions

18. The Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to the Contractor as a service provider, including any

- applicable order of the commissioner under the Act; and
- (b) any commercially reasonable direction given by the Board under this Schedule, and any expense incurred in connection with such direction shall be reimbursed to the Contractor by Board.

Notice of privacy breach

19. If there is a privacy breach, the Contractor must immediately notify the Board in writing of the particulars of the breach and what steps it has taken or proposes to take to address, or prevent recurrence of, the breach, and take all reasonable steps to assist the Board, in attempting to minimize any potential or actual damages or losses resulting from such unauthorized disclosure. Thereafter, the Contractor shall provide the Board with information concerning the breach as reasonably requested by the Board.

Insurance

20. For the duration of the Contract, the Contractor shall maintain network security and privacy liability insurance with third party coverage in an amount not less than \$1,000,000.00 CDN, in addition to any other insurance required by the Board in the Contract. The Contractor shall provide the Board with a certificate of insurance evidencing such coverage within thirty (30) days of a written request by the Board.

Indemnification

21. The Contractor shall indemnify and save harmless the Board from:
- (i) any third-party claims resulting from a privacy breach caused by an act or omission of the Contractor or its Agents;
 - (ii) any costs incurred by the Board in responding to a privacy breach caused by the Contractor or its Agents; and
 - (iii) any damages incurred by the Board as a result of the Contractor's or its Agent's breach of the terms of this Schedule.

Despite anything to contrary, the foregoing indemnifications shall not be subject to any limitations of liability specified in the Contract. This indemnity shall survive the expiration or sooner termination of this Schedule.

The Contractor acknowledges that, in the event of any breach of the provisions of this Schedule, the Board might not be fully or adequately compensated by recovery of damages alone. Accordingly, the Contractor agrees that, in addition to any other relief to which the Board may become entitled, the Board will be entitled to seek temporary and/or permanent injunctive relief, and the Contractor agrees not to interfere with the Board doing so.

Termination of Contract

22. In addition to any other rights of termination which the Board may have under the Contract or otherwise at law, the Board may terminate the Contract by giving notice in writing with immediate effect of such termination to the Contractor (i) upon any failure of the Contractor or its Agents to materially comply with this Schedule or (ii) in the event of a material privacy breach.

Contract Documents

23. In the event of any conflict or discrepancy between the provisions of: (1) GECDSP Privacy and Cyber Security Schedule ("Privacy Schedule") and (2) the Contract, the Contract shall govern the relationship between the Board and the Contractor.

PART 1 GENERAL

1.1 INSTRUCTIONS

1. Unless specified otherwise, the following instructions shall apply to all sections of the work.
2. Conform to The latest Ontario Building Code, CEC CSA C22, CAN3-B44 and CSA W59.1 - latest amendments, where applicable, to the Canadian Code for Construction Safety, as currently amended, and to the Construction Safety Act, Ont. as currently amended, and to all other applicable codes and Building By-Laws hereinafter referred to as Codes; and to the requirements of the authorities having jurisdiction, including public utilities, referred to in the Contract Documents as the authorities.
3. Conform to regulations of Municipality having jurisdiction regarding clean up of tracking on streets and protection of sidewalks and curbs, and all other applicable laws, By-laws and Regulations.
4. Read General Work - Section 01015, for instructions and requirements regarding General Work and Services, Miscellaneous Work and Services and Temporary Work and Services. Trades requiring own offices, sheds, etc. shall provide, maintain, relocate and remove same in a manner satisfactory to Contractor.
5. Establish rates of wages, hours and conditions of work, in accordance with Provincial Codes and as generally recognized and accepted in locality. Wherever possible, give preference to use of local labour, building mechanics, suppliers and subcontractors.
6. Install and arrange ducts, piping, tubing, conduit, equipment and fixtures in such a way as to conserve head room and space as much as possible, to provide minimum interference and to be neat, orderly and tidy. Unless otherwise noted, run pipes, ducts, tubing and conduit vertical, horizontal and square with building grid. Conceal pipes, ducts, tubing and conduit above ceilings, behind furrings, in walls, except in mechanical rooms, equipment rooms and unfinished spaces, unless indicated or specified otherwise.
7. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the installation.
8. Definitions
 1. Wherever the words 'approved', 'satisfactory', 'directed', 'permitted', 'inspected', 'instructed', 'required', 'submit', 'ordered', or similar words or phrases are used in the Contract Documents, it shall be understood, unless the context provides otherwise, that the words 'by (to) the Architect' follow.
 2. The words 'by others' when used in the Specifications or on the Drawings

shall not mean by someone other than the Trade Contractor. The only means by which something shown or specified shall be indicated as not being in the Contract is by the use of the initials 'NIC' or the words 'not in (the) Contract', 'by Client', or by another Contractor.

3. Exposed: means when visible by the occupants at completion of the work, unless scheduled or specified otherwise.
4. The use of scope, related work, or similar articles in the specifications shall not relieve the contractor from their responsibility to assign the various parts of the work to the appropriate subcontractors and forces and shall not impose upon the Architect or Client the duty to arbitrate disputes between the Contractor and the Subcontractor, nor shall it relieve the subcontractors from their responsibility for carefully examining all the Drawings and Specifications and coordinating their work with each other and the Contractor.

1.2 CO-OPERATION

1. Co-operate and co-ordinate with other trades as required, for satisfactory and expeditious completion of work. Take field dimensions relative to work. Fabricate and erect work to suit field dimensions and field conditions. Provide forms, templates, anchors, sleeves, inserts and accessories required to be fixed to, or inserted in work, and set in place or instruct related trades as to their location. Pay cost of extra work caused by and make up time lost, as a result of failure to provide in adequate time, the necessary co-operative information of items to be fixed to, or built in.

1.3 MATERIALS

1. See Article 27 of the General Conditions.
2. Reject material damaged in transit. Store packaged materials in original undamaged containers with manufacturer's labels and seals intact. Handle and store materials in accordance with manufacturers' and suppliers' recommendations. Prevent damage. Remove from site and replace damaged materials.
3. Conform to the Products, tables and standards in Section 01016 for the following:
 1. Metals
 2. Gauges & Equivalent Thickness
 3. Glass
 4. Concrete, Masonry, Paving
 5. Finish for Aluminum, Baked on Coatings

6. Pencil Hardness Test
7. Finish for Aluminum, Hard Anodizing

1.4 EXAMINATION

1. The Contractor affirms that before tendering, they did examine the site and ascertain the extent and nature of all conditions affecting the performance of the work including the existing conditions; and including the location of all buried services which may have to be protected, removed or relocated. No extras will be allowed for anything which would have been revealed in the course of such an examination.
2. The Contractor affirms that before tendering they did examine the Specifications, Drawings, and other tender documents thoroughly. It shall be assumed that the Contractor thoroughly understands these documents, including those particular items about which questions have been asked and written instructions given.
3. Examine work upon which your work depends. Application of your work or any part of it shall be deemed acceptance of work upon which your work, or that part of it which has been applied, depends.
4. Drawings are in part, diagrammatic and incomplete, and are intended to convey scope of work and indicate general and approximate location, arrangement and size of fixtures, equipment, ducts, piping, conduit and outlets. Obtain more accurate information about locations, arrangement and sizes, from study and coordination of construction drawings, including architectural, structural, mechanical and electrical and become familiar with conditions and spaces affecting these matters before proceeding with work.
5. Where job conditions require reasonable changes in indicated location and arrangements, make changes at no extra cost to Client. Install and arrange ducts, piping, conduit, equipment and fixtures in such a way as to conserve head room and space as much as possible.

1.5 SCAFFOLDING

1. The Contractor shall provide at their own expense all manner of materials, labour, scaffolding, ladders, hand tools, and appliances necessary for the due execution and proper completion of work described herein, unless otherwise specified in tender specifications.
2. Erect scaffolding independent of walls. Use scaffolding so as to interfere as little as possible with other trades. When not in use, move scaffolding as necessary to permit installation of other work. Construct and maintain scaffolding in rigid, secure and safe manner. Remove scaffolding promptly when no longer required. Scaffolding must comply to Occupational Health and Safety Act.

1.6 FLOOR SURFACES

1. Adequately protect existing and new floors and finishes from damage. Take special measures when moving heavy loads or equipment on them.
2. Keep floors free of oils, grease, or other material likely to damage them, discolour them, or affect bond of applied finishes.
3. Once building is enclosed, keep floors as dry as possible after curing.

1.7 PROTECTION AND MAKING GOOD

1. Protect existing property, adjacent public and private property and work of other sections from damage while doing work.
2. Damaged work and property shall be made good (includes replacing, fixing, re-finishing) wherever possible by those performing work originally, but at expense of those causing damage.
3. Attach and fasten fixtures and fittings in place in safe, sturdy, secure manner so that they cannot work loose or fall or shift out of position during occupancy of building as a result of vibration or other causes in normal use of building.
4. If, during work, any buildings, curbs, walks, roads or landscaping are damaged, repair or replace them to the satisfaction of Architect and the local jurisdiction.
5. Protect glass and other finishes against heat, slag and weld spatter, by erecting sturdy plywood or other heavy shield.
6. If tape or strippable coatings are used to protect finished metal surfaces, do not allow them to become baked on or to thermoset.

1.8 IMPACT DRIVEN FASTENINGS

1. Do not use impact driven (explosive, hammer, etc., but not twist driven) fastening devices without written approval. Properly size holes in concrete and drill cleanly to avoid oversizing for expansion anchors. When drilling upward, use jig to hold drill steady and plumb.

1.9 ALTERATIONS AND MAKING GOOD

1. Wherever it becomes necessary to cut or interfere in any manner with existing services and apparatus, do so at such times as approved by the Architect. Give minimum advance notice of one week and provide sufficient information of such requirements.
2. Take into account existing installations to ensure best arrangement of pipes, conduit, ducts and mechanical, electrical and other equipment in available space. For critical locations, prepare interference and installation drawings

showing work of various sections as well as existing installations, for approval, before commencing work.

3. Comply with Section 01045 Cutting and Patching for additional information

1.10 STANDARDS

1. Where initials of an organization are used, followed by number or combination of numerals and letters, this designates a standard produced by the organization. Conform to issue of standard so designated, as amended and revised to date of contract. When designation does not indicate particular edition of standard edition current at date of Contract shall apply.
2. Wherever a standard confers upon a person, a body politic or a body corporate the right to approve, to select, to exercise authority or to interpret the standard, and refers to that person, body politic or body corporate as the Authority having jurisdiction, the Authority, the Engineer, the Department, the Purchaser, the Contracting Officer (e.g. U.S. Fed. Spec.) or by some other such designation, the Architect shall have the right to exercise the powers of any such person, body politic, or body corporate.
3. Where standards and manufacturer's instructions conflict with the Contract Documents, the Contract Documents shall govern.

1.11 FINISHED DIMENSIONS AND ELEVATIONS

1. See Article on Setting Out, in Section 01015. Give particular attention to finished dimensions and elevations of the work. Make finished work fit indicated spaces accurately. Make finished work flush, plumb, true to lines and levels and accurate in all respects

1.12 NON-PAYMENT

2. All those doing work or supplying materials shall notify the Architect in writing if the Contractor fails to make payment when due. Failing such notice, the Architect will assume that payments have been duly made.

1.13 CLEANING AND CONTRACT CLOSE-OUT

1. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
2. Store volatile wastes in covered metal containers and remove from premises daily.
3. Prevent accumulation of wastes which create hazardous conditions.
4. Provide adequate ventilation during use of volatile or noxious substances.
5. Use only cleaning materials recommended by manufacturer on surface to be

cleaned, and as recommended by cleaning material manufacturer.

6. See G.C. 3 of the General Conditions of the Contract.

7. Cleaning During Construction

1. The successful Contractor will be responsible to maintain the work areas and designated storage areas in a neat, orderly and clean condition and remove all excess materials and/or garbage from the site, daily.
2. Provide on-site containers for collection of waste materials and rubbish. Location to be co-ordinated with Architect.
3. Remove waste materials and rubbish from site on an ongoing basis.
4. Clean interior building work areas daily or as needed, until work is complete
5. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
6. Promptly as the work proceeds and on completion, each Contractor shall clean up and remove from the premises all rubbish, surplus materials and equipment resulting from their work. Follow General Contractor's instructions regarding disposal of rubbish.
7. Before final inspection, replace glass and mirrors that have been broken, damaged and/or etched during construction, or which are otherwise defective.
8. Include in Work final cleaning by skilled cleaning specialists on completion of construction.
9. Remove temporary protections and make good defects before commencement of final cleaning.
10. Remove dust, stains, paint spots, soil, grease, fingerprints and accumulations of construction materials, interior and exterior to the building. Perform cleaning in accordance with installer's instructions for each material. Final cleaning shall include:
 1. Cleaning and polishing of glass; porcelain, enamel and finish metals; washroom accessories.
 2. Vacuum cleaning of ceilings, walls and floors.
 3. Cleaning of floors.
 4. Cleaning of glazed wall surfaces.

5. Cleaning of hardware, mechanical fixtures, lighting fixtures, cover plates, and equipment, including polishing of their finish metal, porcelain, vitreous, and glass components.
6. Removing of visible labels and temporary protection coverings left on materials, components and equipment.
7. Cleaning of masonry and concrete, if so directed by the Architect.
8. Cleaning of wood panelling, millwork and doors.

8. Final Inspection and Closeout

1. Submit proposed closeout procedures and schedule of inspection to Architect for approval before final inspections commence.
2. Arrange for, conduct and document final inspections, closeout and take-over at completion of work of this specification in accordance with procedures described in OAA/OGCA TAKE-OVER PROCEDURES, OAA/OGCA Document No. 100, December 2007.
3. Substantial completion cannot be applied for until the building is approved for occupancy by the local Building Authority, maintenance manuals and as-builts have been submitted, operating instructions to the Client have been completed and percentage of completion as per the Construction Lien Act has been obtained.
4. Comply with Section 01700.

1.14 TRADEMARKS AND LABELS

1. Trademarks and labels shall not be visible in the finished work except for labels of ULC and other similar authorities and except where necessary to identify mechanical and electrical equipment, for maintenance and replacement and except where specified otherwise.
2. Except as provided in the foregoing paragraph, locate trademarks and labels on concealed or inconspicuous surfaces or remove by grinding if necessary or paint out where surface painted, if located conspicuously.

1.15 BURIED SERVICES

1. The Contractor shall be responsible for keeping records of all buried services. The subcontractors concerned shall provide the Contractor with all necessary dimensions required to accurately locate those services.

1.16 EXISTING SERVICES

1. Where work involves breaking into or connecting existing services, carry out work

at times directed by governing authorities, with minimum of disturbance to the operation of the facility, pedestrian and vehicular traffic.

2. Before commencing work, establish location and extent of service lines in area of work and notify Architect of findings.
3. Where unknown services are encountered, immediately advise Architect and confirm findings in writing.
4. Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.
5. Remove abandoned service lines to distance of six feet from foundations. Cap or otherwise seal lines at cut-off points, in manner approved by authorities having jurisdiction over service.
6. Record locations of maintained, re-routed and abandoned service lines. The sub-contractors concerned shall provide the General Contractor with all necessary dimensions required to accurately locate those services.
7. The appropriate Sub-contractor shall assume full responsibility for the locations and protection of all under and above ground utilities, such as water, sewer and gas mains and building connections, hydro and telephone poles, wires and conduits, etc. when excavating or digging below grade whether they are shown on the plans or not.
8. Where the location of any of these utilities has been shown on the plans, such information is not guaranteed. It is the appropriate Sub-contractor's responsibility to verify locations, invert elevations, etc., immediately after moving on the site. If for any reason the information obtained necessitates changes in procedures or design, advise the Architect at once. If this verification of existing conditions is not done at the outset and any problems arise, the responsibility for same will be entirely the Contractor's.
9. Contractor to provide temporary support of existing service lines and pipes where work requires excavation below existing lines for construction of new footings, foundations, etc.

1.17 EMBEDDED CONDUIT, PIPE AND SLEEVES

1. Concrete Slabs

1. All pipes and conduits shall be depressed to pass under concrete slabs on grade.
2. Sleeves, conduits and pipes which pass through suspended slabs, beams or walls, shall be in approved locations which do not impair the strength of the construction. Space them all not less than three diameters o.c.

1.19 SAFETY

1. The General Contractor will be responsible for submitting their safety program used in the ongoing operation of their company and any safety recommendations specifically relating to the tendered project.
2. Safety measures or procedures taken by the General Contractor i.e. site safety meetings, site construction fences, etc., will not relieve the Contractor of their responsibilities for the safety of persons and property, and for compliance with the federal, provincial and local statutes, rules, regulations and orders applicable to the conduct of the work.
3. Submit copies of all Safety Meeting Minutes to Architect and Client.
4. Comply with Section 01545.

1.20 OMISSIONS AND DISCREPANCIES

1. Notify Architect at once of discrepancies found in, or omissions from the drawings, specifications or other documents or if in doubt as to their meaning; Architect will send a written instruction to all Bidders. If a discrepancy exists, the Architect will issue an addendum to all Bidders to clarify or correct such discrepancies.
2. Neither Client nor Architect will be responsible for any verbal instructions.
3. Should any discrepancies or omissions go unreported to the Architect during tendering period, the proper interpretation shall be at the discretion of the Architect.

1.21 EXAMINATION

1. The site shall be accepted by the Contractor in their present condition. The Contractor will be held to have visited the site and to have carefully examined all conditions affecting the site, the work to be done there on, including the location of all services which may have to be protected, removed or relocated. The Contractor shall accept sole responsibility for any error or neglect on their part in this respect. Submission of Tender shall be deemed confirmation that tenderer has inspected site and is thoroughly conversant with existing conditions. No claims for extra payment will be considered for extra work, expense or difficulties encountered due to conditions on the site which were visible upon or reasonably inferable from an examination of the said site prior to the closing of tenders.
2. Examine the specifications, drawings and soils report thoroughly. Report to Architect all ambiguities, discrepancies, omissions, errors, departures from Building By Laws, or from good practice, discovered during examination as early in the tender period as possible to allow clarification by addenda to be issued to all bidders. No claims for extra payment will be considered for work, expense or difficulties which are reasonably inferable from an examination of the documents

prior to the closing of tenders.

3. The drawings and specifications complement each other and neither is to be considered alone. Hence, any item omitted in one, but mentioned or implied in the other, must be provided.
4. All changes to the contract documents which result in an extra or a credit to the contract amount are not to be executed until written instructions have been received and the extra or credit agreed to in writing by all parties to the contract.
5. The Contractor shall execute variations, alterations and substitutions which do not affect the contract amount as instructed by the Owner or its representatives.
6. Bidders finding discrepancies or omissions in the drawings or specifications shall at once notify the Architect who shall send written instructions to all bidders. Bidders may, during the tender period, be advised by addenda of any additions, alterations or deletions to the specifications and drawings. All such changes shall be covered by the tender and become part of the contract documents.
7. If any person submitting a bid on this project is in doubt as to the true meaning and intent of any part of the specifications or other documents, he must request an interpretation from the Architect. If such interpretation is not requested, the bids will be presumed to be based on the interpretation or directions that may be subsequently given by the Architect after award of the Contract, in accordance with the provisions of the Contract.
8. Prior to the closing date of tenders, any and all necessary clarifications of the specifications or other Tender documents will be in the form of written Addenda. The Architect will NOT be responsible for verbal instructions or any explanations or interpretation of Drawings and Specifications.
9. No questions concerning this project will be accepted by the Architect during the day of the tender closing date for 48 hours prior to the tender closing date.

1.23 PROCEDURES AND SUPPLY OF CRITICAL MATERIALS

1. Submission of a tender shall constitute the Tenderer's agreement that they will commence work immediately upon award of the Contract, and that they will execute the same without interruption until completion, including the furnishing of all necessary supplies and equipment for winter operations. Contractor shall assure themselves before submitting a tender that they are in a position to furnish adequate supplies of all materials, critical or otherwise, at such times necessary to ensure immediate commencement of the work and continuous operation without delays on the project. The Contractor shall include in their tender amount, sufficient sums for the purchase of critical materials from any source available. After award of the contract, the Client will not grant increases to the tender amount to obtain critical materials at premium prices, nor will delays or interruption of the work be tolerated.

1.24 LAWS, CODES AND REGULATIONS

1. The tenderer is assumed to have made themselves familiar with and abide by the Federal National Authorities, Provincial, Municipal and local laws, rules and regulations which in any manner affect those engaged or employed in the work, or in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Bidder shall discover any provisions in the drawings, specifications or contract which are contrary to or inconsistent with any law, rule of regulation, Contractor shall at once report it to the architect in writing.

1.25 WAGES

1. The General Contractor and all subcontractors shall adhere to the hours of work, the working conditions and rate of wages paid under the prevailing local conditions and/or requirements, paying not less than minimum wages established by customary standard in the locality for the same or similar class of work.

1.26 SITE ACCESS

1. Contractor to remove all debris from site daily.
2. Location of all trailers, storage units, and construction fences by contractor shall be reviewed and approved by the Client and Architect at a preliminary site meeting prior to contractor moving on to site.
3. Parking for construction workers shall be on site as directed by the General Contractor, only when parking spaces are available.
4. Site access for construction to be confirmed at first site meeting.

1.27 CONSTRUCTION SAFETY

1. Safety measures or procedures taken by the Contractor, i.e. site safety meetings, protective street hoarding, site construction fences, etc. will not relieve the contractor of their responsibilities for the safety of persons and property, and for compliance with the federal, provincial and local statutes, rules, regulations and orders applicable to the conduct of the work.
2. The Contractor shall be liable for any costs, fines, penalties, etc. levelled against the Client or Consultant due to violation of the Construction Safety Act by this Contractor or any Subcontractors on this project.
3. The Contractor shall be responsible for submitting to the Client their safety program used in ongoing operation of their company and any safety recommendations specifically relating to the tendered project.

1.28 PROJECT SCHEDULE

1. The successful bidder will be required within one (1) week after award of a Letter of Intent to forward to the Architect, a schedule indicating construction sequences, manpower and equipment required in order to complete the work. This schedule is to be posted on site at all times. Schedule is to be updated on a weekly basis.
2. When the Architect deems that the Contractor's work has fallen behind schedule, the contractor will provide the necessary manpower and work the necessary overtime to bring the work back on schedule at no cost to the Client.
3. Contractor shall commence shop drawings immediately once acceptance of tender has been given by the Client. A complete shop drawing and sample submission schedule is to be provided within seven days of tender award. This will be reviewed by Architect.
4. Commence construction on the Project as soon as Building Permit is obtained.

1.29 PROTECTION AND MAKING GOOD

1. Protect existing property, adjacent public and private property and work of other sections from damage while doing work.
2. Damaged work and property shall be made good wherever possible by those performing work originally, but at expense of those causing damage. The General Contractor is solely responsible for all subtrades and any damage.
3. Attach and fasten fixtures and fittings in place in safe, sturdy secure manner so that they cannot work loose or fall or shift out of position during occupancy of building as a result of vibration or other causes in normal use of building.
4. If, during performance of the work, any buildings, curbs, walks, roads or landscaping are damaged, repair or replace them to the satisfaction of Architect and the local jurisdiction at no additional cost to the Client.

1.30 MATERIALS AND EQUIPMENT

1. All materials and equipment supplied for the work shall be new, of the best quality, and in accordance with the latest applicable specifications of the Canadian Standards Association.
2. The particular method, material, procedure or equipment specified in this tender shall be used as a standard.
3. M.S.P.S. (Material Safety Data Sheets) for all materials being used on this project are to be kept on site and made available for use by all concerned.
4. Controlled substances: the use of any controlled substance of any kind must be reviewed by Client and written acceptance of its use obtained.

5. A bidder may submit an alternative method, material, procedure or equipment to that specified in the tender specifications. All alternatives shall be equal or superior to the standard specified in these tender documents and all unit prices along with overall product quantity cost is to be submitted. Alternates may not necessarily be accepted by the Architect.

Where particular products are specified and approved alternate manufacturers are listed, it is the responsibility of the contractor to ensure that any products carried in their tender from one of the approved manufacturer's meets or exceeds the original specified product.

Upon the alternate product shop drawing submission to the architect for review, all product data sheets (for specified and alternates) comparing the two products are to be submitted.

6. The bidder who furnishes an alternative method, material, procedure or equipment in place of the standard item specified shall furnish complete documented data including such information as chemical content and performance under laboratory tests which proves the quality and equality of the proposed alternative. This information shall accompany the bid. Note that the bidder who furnishes an alternative method, material, procedure or equipment in place of the standard item specified is responsible that the alternative will work with the Architectural layout, equipment will fit in the provided space and any revisions that will be required will be at the bidder's cost.
7. In all cases where alternative methods, materials, procedures or equipment are offered in response to this tender, the Owner shall make the final ruling on their acceptability.
8. During and upon completion of the work, the Contractor shall remove from the premises all surplus materials, equipment and debris.

1.31 ACCESS TO INFORMATION

1. All tenders, quotes and proposals are subject to the Municipal Freedom of Information and Protection of Privacy Act and will be disclosed where the Owner is required to do so for the purposes of complying with an Order of the Information and Privacy Commissioner.

1.32 GENERAL NOTES TO CONTRACTOR

1. The contractor will be required to keep and maintain a set of as-built drawings for each project. These drawings will be used for no other purpose than recording the exact location of buried or covered services and all changes to the contract documents. The as-built drawings will be submitted to the Architect along with guarantees, maintenance data, extra supplies, etc. at the substantial completion of the contract.
2. The contractor will turn over to the Architect at the completion of the contract all

projects' close out documents, material, etc. These documents, material, etc. including occupancy permit, will be accepted only with a transmittal and at no other time than when submitting a written request for substantial performance of the contract. For purposes of determining a value of this work it will be considered as **5%** of construction value.

3. The contractor is not to act on verbal instruction from the Client, Consultants, or Architect on work they consider to be extra to their contract scope. Extra work can only be authorized by the Architect and in a written form only. The written form must also include that this work is an extra to the contract scope, and the method by which extra costs will be tabulated.
4. Ensure the building is maintained weather tight, safe and secure. Furnish all temporary protection as may be required.
5. Remove and dispose of all resultant debris.
6. Work shall be done in accordance with best standard practice, unless special methods or performance standards are specified or given in writing by the Client. Only skilled mechanics shall be used where such are required to produce a first class job. Where required by code or other by-laws and regulations, trades people shall be licensed in their trades.
7. Use, install and handle manufactured materials in accordance with manufacturer's instructions.
8. Conform to the latest Ontario Building Code, CEC CSA C22, (latest Edition as currently amended) CAN3-B44, and CSA W59.1, where applicable, to the Canadian Code for Construction Safety, as currently amended, and to the Construction Safety Act, Ont. as currently amended, and to all other applicable codes and Building By-Laws hereinafter referred to as Codes; and to the requirements of the authorities having jurisdiction, including public utilities, referred to in the Contract Documents as the authorities.
9. Conform to regulations of Municipality having jurisdiction regarding clean-up of tracking on streets and protection of sidewalks and curbs, and all other applicable laws, By-laws and Regulations.
10. Any work not acceptable to the Architect or Client or local authorities shall be removed and replaced when and as directed by them. The cost of re-executing such work shall be borne by the Contractor.
11. All mechanical maintenance pads and penetrations to be by Mechanical Sections, and all electrical maintenance pads and penetrations to be by Electrical Sections.
12. The contractor shall have internet service on the jobsite for transfer of documents and drawings and shall maintain this service until the date of substantial performance of the contract.

13. The contractor shall maintain access to the buildings and portable buildings on site and shall restrict access to construction areas.
14. The contractor shall provide temporary drainage as required at construction access points to prevent the build-up of dirt and mud and the migration of this onto municipal streets. Periodic cleaning of municipal streets is to be provided when required and whenever specifically requested by the municipality.

PART 2 – PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1. EXAMINATION

1. Throughout the project, examine the work of all trades and promptly notify the Architect if any conditions do not or will not comply with the drawings and specifications.

2. SETTING OUT

1. Lay out work from control benchmarks and indicated verified reference points. The General Contractor shall have a qualified land surveyor, registered to practice in Province of Ontario and approved by Architect, verify accuracy of layout and certify that building foundations and finish grade levels and locations are in accordance with the contract documents. File certification with Building Department and Architect immediately after foundations are completed. Payment for the Land Surveyor will be carried out by the General Contractor not under the Cash Allowance.
2. The Land Surveyor shall provide four lines and one benchmark for the General Contractor to layout their work to. The General Contractor will provide these layout lines and benchmarks for work on all other areas once they begin work on the site.
3. Protect and preserve benchmarks and reference points. Inform Consultant immediately if bench marks or reference points are disturbed or damaged by any work and pay for their repair and/or replacement.
4. Locate and fix grid lines and locations of walls, partitions, shafts and all parts of the construction as work proceeds.
5. Verify grades, lines, levels and dimensions indicated, particularly with road and sidewalk elevation, and report any errors or inconsistencies to the Architect before commencing work. Confirm job dimensions at once to allow prompt checking of shop and other drawings.
6. As work progresses, provide and maintain benchmarks at each floor, giving exact elevation of finished floor.

3. PROTECTION

1. Conform to Ontario Building Code, latest amendments, and The Construction Health and Safety Act, all as currently amended.
2. Provide spare safety helmets for and enforce their use by Owner, Architect, their representatives and any authorized visitors to site.
3. Protect excavation, trenches, and buildings from damage by rain, water, ground water, backing up of drains or sewers and other water, frost and all other weather conditions. Do not allow footings or slabs to be placed on frozen ground. Do not permit excavations to reach full depth indicated when freezing temperature may be expected unless footings or slabs can be placed immediately after excavation

has been completed. Protect excavations from frost by placing of suitable approved insulating material to adequate depth, if placing of concrete is delayed and after placing of concrete until backfilling occurs or freezing conditions terminate. Provide necessary pumps (including spare pumps) and temporary drainage for keeping project free of water throughout construction period. Pump water to public sewers or ditches by approved means. Refer to soils report for details. Control grading around excavations to prevent surface water from draining into excavation and from damaging adjoining property.

4. Protect building from movement and damage, especially during filling and compaction and until elements are securely anchored and cannot be damaged or moved by filling or compaction. Obtain approval of authorities having jurisdiction for such work and make changes as required by them.
5. Provide temporary 6'-0" (1800 mm) high chain link fences complete with steel tubular top rail supports and steel posts, with chain link gates and locks, (conforming to Section 02711 Fencing), to enclose construction area, and pavement protection as required for protection of public, and of public and private property and as required by law and by authorities having jurisdiction. Erect sturdy railings around shafts, stair wells and the like to protect workers and public from injury. Equip foregoing protection with warning lights and signs. Alter, remove and relocate or replace hoardings, barriers, and entrances therein as required by authorities having jurisdiction and by the work. Hazards requiring such protection shall be eliminated as soon as possible and protection devices removed. Maintain fences, gates until construction is complete. Keep free from unauthorized signs.
6. Provide and maintain in working order, adequate, temporary Canadian Underwriters labelled, chemical solution (soda acid) Class A.1, fire extinguishers and locate in prominent positions to approval of authorities having jurisdiction.
7. Utilities and Services - Before starting the work contact the Public Utilities for location of underground services.

4. AS BUILT DRAWINGS

1. Maintain as work progresses, accurate records of changes to the Drawings and concealed services. Accurate locations, depth, size, and type of underground utilities shall be included in these as built drawings. The General Contractor will be supplied with clear prints of the floor plans for making these recordings. As built drawings will be reviewed at each site meeting and must be properly maintained to receive Architect's approval before the monthly certificate draw will be approved.
2. Keep a daily record showing progress of the work and all factors affecting the work, i.e., weather, strikes, accidents, shipping delay, etc.
3. The General Contractor shall also supply as built drawings in AutoCad 2012 (or later) by a professional drafting service. Approval shall be obtained by the Architect for approval of the professional drafting service.
4. Completed as built drawings and instruction and warranty manuals shall be submitted prior to requesting substantial completion.

5. STORAGE AREA

1. Storage Area: General Contractor to provide storage area at site for products and tools. Include construction and operating hardware, with security locks, as required. Separate storage for painter's materials and tools from other storage areas. Locate storage area where directed by Architect and provide security.

6. WASHROOM CONVENIENCES

1. General Contractor to provide washroom facilities as per the Construction Health and Safety Act updated as required for Covid -19. for use of subcontractors and employees. Facilities shall be provided with a screen and contents shall be removed regularly during construction. Maintain it without offense to neighbourhood. At completion of building, washroom facilities and contents shall be removed, and the ground carefully levelled and cleared. Employees on work must avail themselves of this convenience. It shall be to the satisfaction of local Health Authority.
2. Use of permanent toilets is forbidden.

7. TEMPORARY DRAINS

1. Excavations and building site shall be kept free from water at all times by means of trenches to sewers or pits from which it shall be pumped away and disposed from the site.

8. TEMPORARY WATER SERVICE

1. The General Contractor shall provide and pay for all temporary water and connections for water used for construction operations until the building is complete and turned over to the Owner. The Contractor will pay for the supply cost from the local municipality. Water for compaction and watering of sod shall be trucked to the site and paid by for the General Contractor.

9. TEMPORARY TELEPHONE

1. The General Contractor shall provide and pay for a private telephone until their work is complete.

10. TEMPORARY ELECTRICAL SERVICE

1. The General Contractor shall pay all temporary light and power necessary to the operations under this contract, including all connections necessary to supply to the Trade Contractors on site. The Contractor will pay for the cost of electrical power supply from the local P.U.C. utility only.

11. TEMPORARY HEATING

1. Provide temporary heat, heating equipment, and shelter, to keep that work which requires protection from cold, adequately warm and sheltered from elements and to allow it to be done safely and well, maintaining minimum temperature of 16

degrees Celsius (60 degrees F.) when finishing is being done and when building is closed in, until completion of work. Provide heating for materials affected by cold, both in storage and during construction. Construction requiring heat shall be suitably enclosed.

2. Do not use salamanders. Use temporary heaters of forced warm air type, operated in well-ventilated location and vented to exterior, or radiant panel type. If used in areas of completed building, provide protection on floors and adjacent surfaces to prevent damage to floors and adjacent surfaces, particularly when re-fuelling.
3. Provide temporary heat for interior spaces to maintain a minimum temperature of 16 degrees Celsius (60 degrees F.) throughout the building at all times once the building is enclosed.

12. TEMPORARY USE OF PERMANENT HEATING SYSTEM

1. Permanent heating and ventilation system may be used for temporary heating and ventilation only if the Architect gives their approval to do so in writing, and when piping is complete, all units are connected, all pumps and valves are installed and operating properly, all strainers are installed and permanent or temporary filters are installed, and entire system has been tested and is safe operating condition, and when no further shut-down of system will be necessary for future conditions.
2. Do not use air distribution system until permanent or temporary filters are in place. Filter air distribution system to prevent dirt and dust from entering units via return air. Keep unused ducts sealed to prevent entry of air. Replace or clean filters frequently during construction to minimize entry of dirt. Clean (if cleanable) or replace filters before turning over system to Owner.
3. Put system in charge of fully trained and experienced operator at all times. If required, operators shall be selected jointly by Owner and Contractor with a view to permanent employment by Owner upon completion. Operators shall qualify as set out in Operating Engineers Act, if applicable.
4. Clean, maintain and repair heating and ventilation system as require throughout its use during construction. Notify manufacturer and Architect immediately before turning over new heating equipment to Owner so that heating items may be checked for possible damage during temporary heating period. Make good damage to heating and air distribution equipment. Replace all worn parts and turn over system to Owner in clean, new condition, operating with circulating water properly treated chemically.
5. Permission might be given by the Architect in writing only upon 100% operation completeness of the systems. Neither the Owner nor the Architect are under any obligation to grant permission to use permanent heating system during construction period.

13. TEMPORARY SERVICE ROADS

1. The Contractor work closely with the subdivision developers to shall construct and

maintain in good condition, such temporary service roads, culverts that may be necessary to provide safe, convenient and adequate access for materials, and other supplies at all times while the General Contractor is working on site, all to the approval of the Architect. NOTE: The Contractor shall protect existing roads, sidewalks, curbs and provide mud mats to the satisfaction of the Local Authorities and the Subdivision developers and replace any that become damaged due to any operations under this contract.

14. STORAGE SHED

1. Provide and erect where directed, weathertight shed of suitable size. Contractors and subcontractors shall provide their own workshops and storage sheds for entire length of construction. At no time may existing buildings or new additions be used for storage of materials.

15. DELIVERY AND STORAGE OF MATERIALS

1. Arrange for early deliveries necessary for execution of work without delay and have materials on job well in advance of the time it is needed.
2. Deliver, store and handle materials to exclude foreign material and prevent damage, soiling or breakage.
3. Materials to be stored on site, which need to be protected from weather shall be so protected.
4. Packaged materials shall be delivered in packages with manufacturer's seals and all labels intact.

16. BUILDING AND PREMISES

1. Owner reserves right to take over any completed portion prior to specified completion date, provided it does not affect completion of remaining work.
2. If Owner is forced to occupy building or parts thereof prior to completion, but after date of Substantial Performance, Contractor shall not be entitled to indemnity for interference with the performance of the work.

17. OWNERSHIP OF MATERIALS

1. All work or material delivered on the site or premises to form part of the works shall be considered the property of the Owner and shall not be removed without the consent of the Architect, but the Contractor shall have the right to and shall remove the surplus materials after he has completed the work. If so directed by the Architect, such surplus materials shall be removed at any time prior to the completion of the work.
2. All materials which are to be removed from the existing site and are not called for to be re-used or specifically called for in the specifications to be turned over to the Owner, shall become the property of the General Contractor and shall be removed from the site.

18. DETAILS AND MEASUREMENTS

1. Ensure that necessary job dimensions are taken and trades are coordinated for the proper execution of the work. Assume complete responsibility for the accuracy and completeness of such dimensions, and for co-ordination.
2. Verify that work, as it proceeds, is executed in accordance with dimensions and positions indicated which maintain levels and clearances to adjacent work, as set out by requirements of the drawings, and ensure that work installed in error is rectified before construction continues.
3. Check and verify dimensions referring to work and interfacing of services. Dimensions, when pertaining to work of other trades, shall be verified with trade concerned.
4. Do not scale directly from the drawings. If there is ambiguity or lack of information, immediately inform the Consultant and await his instructions before proceeding. Be fully responsible for rectifying, altering or redoing any work resulting from disregarding this clause.
5. All details and measurements of any work which is to fit or to conform with work installed shall be taken at the site.
6. Should revised drawings be issued after work has commenced, Contractor shall immediately return to Architect previous drawings which refer to said work. The Contractor will be held responsible for work being carried out in accordance with said revised drawings.

19. WORKMANSHIP

1. Work shall be done in accordance with best standard practice. Only skilled mechanics shall be used where such are required to produce a first class job.
2. Use, install and handle manufactured materials, equipment and appliances in strict accordance with manufacturer's directions and instructions, unless specified otherwise.

20. FROST PROTECTION

1. Provide proper frost protection, including heating for materials to ensure scheduling of work without delay.
2. Similar protection shall be given to work done.
3. Work or materials damaged by frost shall be replaced by Contractor.
4. Snow and ice shall not be allowed to remain on any part of structure, except finished roofs, and shall be removed by Contractor.

21. PROJECT MEETINGS

1. Arrange regular meetings at two week intervals and notify the representatives of

the Owner, Architect, Engineer and each subcontractor concerned with the current progress.

2. Contact all subcontractors concerned at least 24 hours in advance and request their presence at job meeting.
3. Review approved progress schedule for rapid and efficient completion of work according to Contract requirements, with suppliers of materials and subcontractors.
4. Post and forward copies of progress schedule for advice of interested parties.
5. Record the minutes of each meeting and send copies to all attending and interested parties not later than two days after the meeting. In addition, send copies to the Architect, Consultants and Owner. Contractor to provide updated change order register and shop drawing register attached to each record of minutes to indicate exactly what has been issued and the status of approvals and/or distribution.
6. Keep Architect informed of progress, delays and of potential delays during all stages of work to avoid delays.

22. BROKEN GLASS

1. Replace all broken, damaged or scratched glass and mirrors. Glass which has been broken, scratched or damaged in installation shall be replaced by installer.

23. TREE PROTECTION

1. Protect tops, trunks and roots of existing trees on project site that are to remain. Box, fence or otherwise protect trunks of existing trees which may be subject to construction damage before any work is started. Do not permit heavy equipment or stockpiles within branch spread. When approved, remove interfering branches without injury to trunks and cover scars with tree paint.
2. Wherever excavating is required within branch spread of trees that are to remain, do not cut tree roots, but tunnel or trench under or around roots by careful hand digging and without injury to roots.

24. MAINTENANCE MANUALS

1. As soon as possible and in no event later than request for substantial completion check and assemble in three ring binder, all shop drawings, all warranties and guarantees submitted by manufacturers, suppliers and subcontractors and as called for throughout Specifications. Assemble three copies of recommended operation and maintenance procedures (such as flooring, equipment, roofing). Present three matching binders to Architect for submission to Owner. Furnish a complete index in each binder listing its contents in detail and stamp and sign the cover page of each and every manual. Also ensure that the manuals are stamped and signed on the cover page by subcontractor submitting them. Note: A **5%** holdback will only be released when all documents approved by the Consultants have been turned over to the Owner. Note this amount is in addition

to the values identified in Mechanical/Electrical Sections.

2. Recommended maintenance procedures shall contain warnings concerning the use of maintenance materials or practices which might injure the product covered by the recommended maintenance procedure. Should any product be injured or damaged by faulty maintenance or practices not warned against in the maintenance manual, then the Contractor shall rectify such damage or injury.
3. Complete maintenance manuals shall be submitted prior to requesting release of Holdback.

25. FIRE PROTECTION AND ACCESS TO EQUIPMENT AND EXITS

1. Take necessary precautions to eliminate fire hazards and to prevent damage to work, equipment and other property both public and private having to do with the work. Inspect work of this contract at least once a week for this purpose.
2. Provide and maintain in working order suitable Underwriters' labelled fire extinguishers and locate in prominent positions, to approval of authorities.
3. When welding, brazing and performing any operation with an open flame, a portable fire extinguisher shall be kept within 10 feet (3000 mm) of the operator at all times.
4. Store and locate materials and equipment packed in cardboard cartons, wood crates and other combustible containers in orderly and accessible manner. Place approved types of firefighting equipment in vicinity of materials or equipment packed in this type of crate or carton until permanent fire protection and equipment are available.
5. Store all rags and waste containing oil, grease or other flammable materials in an approved metal container and remove from the site at the end of each working day.
6. Only fire resistant tarpaulins are permitted on site.
7. Locate temporary buildings and storage areas in relation to their hazards and probability of damage to existing buildings under construction. Unless constructed of non-combustible materials, wherever possible locate them at least 33 feet (10 m) away from buildings. If constructed of combustible materials separate these structures into small, detached units.
8. Provide and maintain free access at all times from the street to fire hydrants and to outside connections for standpipes or other fire extinguishing equipment whether permanent or temporary. Do not place material or construction equipment within 10 feet (3 m) of hydrants or connection, nor between them and centre line of the street.

Maintain free access at all times to control valves and hose on fire lines within building and to all portable extinguishers.

9. Install fire doors and put into operating condition at the earliest possible time.

10. Comply with requirements of 01545 Safety Requirements.

26. SAFETY

1. Take all precautions necessary to protect and safeguard workers from dangerous conditions including the recommended Covid -19 precautions as well as protection from fumes; lead paints, etc.; asbestos; and silica hazardous to health.
2. Comply with requirements of 01545 Safety Requirements.

27. ADJACENT BUILDING

1. Particular attention shall be paid to prevention of fire and elimination of fire hazards which would endanger new work or existing property.
2. No existing footings, foundations, pipe lines, electrical conduit and wiring shall be undermined or otherwise damaged or endangered by digging, butting of any other operation in the performance of the work of this Contract. Any existing work so affected shall be immediately repaired and made good to the Architect's satisfaction at the Contractor's expense.
3. Active services to the adjacent buildings shall be protected.
4. In case of damage to active services, notify Architect, Utilities and Authorities immediately and make all required repairs under direction of appropriate utility. Carry out repairs during off hours if required.

28. NOTES TO GENERAL CONTRACTOR

1. Ensure that the building is maintained weathertight and secure. The General Contractor shall furnish all temporary protection, enclosures, tarpaulins, etc., as may be required to weatherproof openings in the work.
2. Demolish and clean up all existing trees, scrub and debris and any other items found on the site not indicated to remain.
3. The General Contractor shall carry out all removal and disposal of all resultant debris.
4. In case of damage to active services, notify Architect, Utilities and authorities immediately and make all required repairs under direction of appropriate utility. Carry out repairs during off hours if required. In absence of specific requirements or direction, plug or cap unused or abandoned utility lines at least 3 feet (1000 mm) outside of new building walls, or as required by utilities, codes and authorities.
5. The location of construction shacks and trailers to be approved by the Architect and Owner.
6. Take all precautions necessary to protect and safeguard workers from dangerous conditions including fumes, lead and silica products that may be present during the construction that are hazardous to health.

7. Restore disturbed areas to original condition unless shown otherwise on drawings or stated in specifications.

29. CONSTRUCTION PARKING

1. Parking will not be permitted in on site parking lot. Existing parking is reserved for school staff and visitors.

30. PROTECTION FOR OFF-SITE & PUBLIC PROPERTY

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

31. SIGN AND ADVERTISEMENTS

1. Construction sign to be supplied and installed by Contractor. Locate as directed by Architect. All costs for the installation of the sign to be included in Base Tender Sum (not part of Signage Allowance). The Board to approve sign layout prior to sign production.
2. Erect no other signs, except those signs which are necessary to give direction or for safety, or warning signs, without the Architect's permission. Where other signs are required or wanted, obtain Architect's approval.

32. PROTECTION OF BUILDING FINISHES & EQUIPMENT

1. Provide protection for finished and partially finished building finishes and equipment during performance of work.
2. Provide necessary screens, covers, hoardings as required.
3. Be responsible for damage incurred due to lack of or improper protection. Replace or repair finishes or equipment so damaged.

33. SECURITY

1. When work at site has progressed as to become attractive for vandalism or theft, engage a recognized security guard agency to provide security service at times when tradesmen are not present in substantial numbers. Continue service until after time of Substantial Performance and the Owner has occupied the building.
2. Extent of security services shall be at the discretion of the Contractor. Note that the fit, finish and new appearance of the finished building will not be comprised. Materials, products, finishes, etc. damaged due to vandalism are to be restored and/or replaced to an as-new condition.

PART 3 – EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION

1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

1. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard, warranties on products; special warranties; and comparable products.
2. Related Requirements:
 1. Section 01500 – Substitutions (for requests for substitutions).

1.3 DEFINITIONS

1. **Products:** Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
2. **Named Products:** Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
3. **New Products:** Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
4. **Comparable Product:** Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
5. **Basis-of-Design Product Specification:** A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation.

In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

6. **Subject to Compliance with Requirements:** Where the phrase "Subject to compliance with requirements" introduces a product selection procedure in an individual Specification Section, provide products qualified under the specified product procedure. Submit a comparable product request, if applicable.

1.4 REFERENCE STANDARDS

1. The Standards listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.
2. Aluminum Association (AA)
 1. AA ADM (2010) Aluminum Design Manual
 2. AA ASM-35 (2000) Specifications for Aluminum Sheet Metal Work in Building Construction Manual Series Section 5
 3. AA DAF-45 (2003; Reaffirmed 2009) Designation System for Aluminum Finishes
 4. AA PK-1 (2009) Pink Sheets: Designations and Chemical Composition Limits for Aluminum Alloys in the Form of Castings & Ingot
3. American National Standards Institute (ANSI)
 1. ANSI H35.1/H35.1M – Standard Specification for Aluminum-Alloy 6061-T6
4. American Standard for Testing and Materials (ASTM)
 1. ASTM A653/A653M-18: Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
 2. ASTM B221M-14: Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire Profiles and Tubes
 3. ASTM B308/B308M-10: Standard Specification for Aluminum-Alloy 6061-T6 Standard Structural Profiles.

4. ASTM B361-16: Standard Specification for Factory-Made Wrought Aluminum and Aluminum-Alloy Welding Fittings.
5. Canadian Standards Association
 1. SA Standard CAN3-S157-M83: Strength Design in Aluminum.
 2. CSA Standard S190-1969: Design of Light Gauge Aluminum Products.
 3. CSA Standard S244-1969 "Welded Aluminum Design and Workmanship".

1.5 ACTION SUBMITTALS

1. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven (7) days of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
 1. Form of Architect's Approval of Submittal: As specified in Section 01300 – Submittals.
 2. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
3. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01300 submittals. Show compliance with requirements.

1.6 QUALITY ASSURANCE

1. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

1. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
2. Delivery and Handling:
 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
3. Storage:
 1. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 2. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 3. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 4. Protect stored products from damage and liquids from freezing.
 5. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.8 PRODUCT WARRANTIES

1. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under

requirements of the Contract Documents.

2. **Manufacturer's Warranty:** Written warranty furnished by individual manufacturer for a product and specifically endorsed by manufacturer to Owner.
3. **Special Warranty:** Written warranty required by the Contract Documents to provide specific rights for Owner.
4. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution.
 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 2. See other Sections for specific content requirements and requirements for submitting special warranties.
 3. Submittal Time: Comply with requirements in Section 0700 – Contract Closeout.

PART 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

1. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
 6. Or Equal: For products specified by name and accompanied by the term "or equal," or "or approved equal," or "or approved," comply

with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.

7. Submit additional documentation required by Architect through Construction Manager in order to establish equivalency of proposed products. Evaluation of "or equal" product status is by the Architect; whose determination is final.

2. Product Selection Procedures:

1. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.

1. Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."

2. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.

1. Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."

3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

1. For approval of products by unnamed manufacturers, comply with requirements in Section 01500 - Substitutions for convenience.

2.2 COMPARABLE PRODUCTS

1. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied.

2. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
 1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
 2. Evidence that proposed product provides specified warranty.
 3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
 4. Samples, if requested.
3. Submittal Requirements: Approval by the Architect of Contractor's request for use of comparable product is not intended to satisfy other submittal requirements. Comply with specified submittal requirements.

2.3 METAL

1. Where a product is named in the Specifications by one of the following names or by any name followed by the number of one of the following articles, the product shall conform to the standard named in the corresponding article, except as specified or indicated otherwise.
2. Aluminum (A1)
 1. Bar, rod, wire, extruded shapes; architectural: CSA HA. Series (AA/AnS1 6063) (Alcan 50S) condition T5.
 2. Bar, rod, wire, extruded shapes; Structural: CSA HA Series (AA/ANS1 6061) (Alcan 65S) Condition T6.
 3. Plate, sheet, coil; utility: CSA HA Series Alloy MC10, (AA/ANS1 3003) (Alcan D3S); condition H14 (sheet, coil), F (plate).
 4. Plate, sheet, coil; anodizing: CSA HA Series Alloy 990C, (AA/ANS1 1100) (Alcan D2S); condition H14.
 5. Specially anodized aluminum (hard anodized): (AA-M21 or M12C22A42) conform to Finishes, Aluminum, Hard Anodized (FA.HA)

attached to Section 01016.

6. Painted aluminum: conform to Finishes, Aluminum, Baked on Coatings FABC attached to Section 01016.
7. Anodized Aluminum: AA-M21 or M12C22A31.
8. Aluminum for elevated floor plates: (Bruce EDP) US Fed. Spec. QQ-A-591c, Ty A380 (mil-HDBK-H1C code 20087).
9. Aluminum sand casting: (signs, etc.) AA 443.0.

3. Sheet Gauges

1. Gauges and equivalent thicknesses of sheet, plate, coil and strip shall conform to the table of gauges and equivalent thicknesses (GET) attached to Section 01016. See 1.3.4 and 1.3.6 special application of gauges to structural sheet.

4. Galvanized Sheet Steel

1. ASTM A525 and 526, commercial quality sheets, plain commercial galvanized, stretcher levelled, or temper rolled to stretcher levelled standard of flatness if specified.
2. Same as 1.3.1 except wipe coated instead of plain commercial galvanized.
3. Same as 1.3.1 except mill phosphatized instead of plain commercial.
4. ASTM A446 structural quality, Grades A or B, max. permissible working stress: Grade A, 20,000 psi; Grade B, 22,400 psi. plain commercial galvanized. Gauges shall apply to core sheet and shall be msg. Coating thickness shall be added to core thickness to determine thickness of coated sheet (see 1.2.1).
5. Same as 1.3.4 except wiped coated instead of plain commercial, with a coating not less than .050 oz. per sq. ft. (see 1.1.4).
6. Same as 1.3.4 except wiped coated instead of plain commercial galvanized (see 1.2.1).
7. Preparation for painting, in ship, ASTM D2092-68.

5. Copper Metals

1. Nickel Silver (white bronze): Anaconda American Brass Alloy 796 (leaded nickel silver) (has higher zinc content than any of the nickel

silvers in ASTM B122-71a):

Copper	45%
Zinc	42%
Nickel	10%
Lead	1%
Manganese	2%

2. Sheet copper and strip copper for roofing, flashing and building construction: ASTM B370, cold rolled temper, 16 oz. or as specified otherwise.
3. Monel: (nickel 63-70%, approx. 5% other metals, remainder copper) plate, sheet, strip, hot rolled, annealed and pickled, ASTM B127; (Inco Monel 400).
4. All applicable copper metals: ASTM B248.
5. Architectural Bronze (Red Brass), ASTM B36, No. 3 (85% CU + 15% NI).
6. Stainless Steel
 1. Plate, sheet and strip: CSA G110.6-1968, Type 302 or 304 as specified, or as specified otherwise; finish: No. 4 unless specified otherwise.
 2. Structural shapes and bars, CSA G110, 4-1968, Type 302, 304 or 316 as specified; No. 4 finish unless specified otherwise.
7. Sheet Steel
 1. Sheets, cold-rolled carbon steel, commercial quality, ASTM A366 stretcher levelled or temper rolled to stretcher levelled standard of flatness if specified.
 2. Porcelain enamelling steel, ASTM A424, Commercial Quality, Type 1 or 2.
 1. Same as 1.6.1 except special quality for electro deposited coatings.
 2. Same as 1.3.4. except un-galvanized.
 3. Hot-rolled, carbon steel sheets and strip, structural quality ASTM A570-70, 5 grades (stair treads, risers, etc.).
 4. Hot-rolled carbon steel sheet and strip, commercial quality ASTM A569-66T.

5. Prepainted:

1. CSSB1 Technical Bulletin No. 5, as currently amended (modified silicone alkyd, 2000).
2. CSSB1 Technical Bulletin No. 5, as currently amended, except humidity resistance 5000 hours; salt spray resistance 400 hours; resistance to accelerated weathering 2500 hours (fluoropolymer, 10,000).
3. CSSB1 Technical Bulletin No. 5, as currently amended, except humidity resistance 3000 hours (silicone alkyd, 5000).

2. Sheet Steel (Cold Rolled)/Structural Steel (Hot Rolled)

1. When steel thickness is indicated by gauge or by decimal fractions of inches, it is sheet steel (1.6) or galvanized sheet steel (1.3) or stainless steel (1.5). When steel thickness is indicated by common fractions of inches, it is structural steel (1.8). However, some sheet steels are structural quality, (i.e. having guaranteed strength).

3. Structural Steel

1. CAN/CSA G40.21-M87, 38W or 44.

4. Soldering Materials

1. Solder: Solder for Div. 15 to conform to Div. 15 specifications. Under no circumstances shall any lead containing solder be used on any potable water piping systems throughout the project.
2. Flux: on stainless steel:
 1. Muriatic acid killed by the addition of zinc until all effervescence stops and no excess of zinc remains; improved by the addition of a small amount of ammonium chloride, plus 10% acetic acid; or
 2. muriatic acid: ferric chloride: nitric acid 90:50:3, by weight; or
 3. Approved commercial flux designed especially for use with stainless steel, such as EutecSol 682, or approved equal.
3. Flux: on copper and galvanized steel:
 1. killed muriatic acid as specified in 1.9 b.1; or
 2. suitable rosin type.

5. Galvanizing

1. All steel except (1.3), CSA G164 Hot Dip Galvanizing of irregular Shaped Articles. Must be done after all welding complete. No welding of galvanized products allowed.

6. Welding Materials

1. CSA W59, CSA W 55.2; for stainless steel, ASTM A371; for aluminum, ASTM B285.

7. Metal Filler

1. Epoxy: Hysol 6C epoxy adhesive kit (or 4297 in bulk) manufactured by Hysol (Canada) Limited or approved equal.

8. Plating (Electrodeposited Coatings)

1. Cadmium (on steel): ASTM A165, Type NS (13 mu), OS (7.6 mu), TS (3.8 mu).
2. Chrome (on steel): ASTM B.456, Fe Ni20b Cr r unless specified otherwise, bright unless dull specified.
3. Chrome (on copper and copper-base alloys): ASTM B456, Type FC unless KC or QC specified; bright unless dull specified. (In this case FC is thick and QC is thin.)
4. Weight of zinc coating and thickness to be added to base metal to determine thickness of coated material.

(Source: ASTM A-446, Tables 2 and 4)

Coating Class oz. Per sq. ft.	Triple-Spot Test, Minimum Check Limited oz. per sq. ft.	Thickness in
2.75	2.35	0.0041
2.5	2.1	0.0037
2.25	1.85	0.0033
2	1.65	0.003
1.75	1.4	0.0026
1.5	1.15	0.0022
1.25 commercial	0.9	0.0019

Wipe Coated (Colourbond 0.25 0.0005
or Satin coat in Canada
only)

NOTE: Light Commercial not available in Canada.

1. Paint

1. Shop primer on steel: CAN/CGSB 1-GP-40d.
2. Bituminous paint: CAN/CGSB 1-GP-108c.
3. Baked enamel on steel: primer, CA/CGSB 1-GP-81e, Type 2; finish CANCGSB 1-GP-88e, baking alkyd enamel.
4. Baked enamel on aluminum: FA.BTAE, attached to Section 01016.

PART 3 EXECUTION - Not Used

END OF SECTION

PART 1 GENERAL

1.1 CASH ALLOWANCES

1. Comply with requirements of G.C. 4.1 Cash Allowances.
2. Include the following Cash Allowances in the Contract Price. These allowances shall be expended in whole or in part, when authorized by the Architect in writing. The unused portion of the Allowances shall be credited to the Owner.
3. The Contract Price and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowance.

No refund of overhead and profit will be expected on any unspent portion of Cash Allowances. Likewise, no overhead and profit will be allowed on total amount by which all Cash Allowances are exceeded.

4. Expend cash allowance as directed by the Consultant in writing. Allowance will be adjusted to actual cost, but no adjustment will be made to Contractor's charges including overhead and profit which are included in the Contract Price.
5. Cash allowances are designed for work and services deemed to be necessary by the Owner, from time to time, throughout the execution of the Work. Where a cash allowance refers to an item or category of work already included in the Contract Documents, it shall be assumed to cover work or services in addition to that included, unless specifically indicated otherwise.
6. Contractor may be required from time to time, to assist in tendering of certain items of work or services covered by allowance, as directed by Consultant.
7. Material Supply Items:
 1. Scope for material supply items covered by Cash Allowance includes:
 1. Net cost of material.
 2. Applicable taxes and duties.
 3. Delivery to site.
 2. In addition to above scope covered by Cash Allowance, include in Contract Price costs for:
 1. Handling at site, including unloading, uncrating, storage and hoisting.
 2. Protection from elements, from damage.

3. Labour, installation, and finishing.
 4. Other expenses required to do cash allowance work (i.e., contract co-ordination).
 5. Overhead and Profit.
8. Material and Installation Items:
 1. Scope of each material and installation item covered by Cash Allowance includes:
 1. Net cost of material.
 2. Applicable taxes and duties.
 3. Delivery to site.
 4. Handling at site, including unloading, uncrating, storage and hoisting.
 5. Labour, installation, and finishing.
 2. In addition to above scope covered by Cash Allowance include in Contract Price costs for:
 1. Protection from elements, from damage.
 2. Overhead and Profit.
 3. Other expenses required to do cash allowance work (i.e., contract co-ordination).
9. Inspection and Testing Work:
 1. Scope for inspecting and testing covered by Cash Allowance includes:
 1. Net cost of testing laboratory services and field inspection.
 2. In addition to above scope covered by Cash Allowance include in Contract Prices for:
 1. Overhead and Profit.
 2. Supply of material tested, patching and completion of work tested.
 3. Other testing on re-testing work specified in Section 01400.
 4. Other expenses required to do cash allowance work (i.e., contract co-ordination)

10. The following is a breakdown of the Cash Allowance Items **to be included** in the Contract Price:

1.	Security <ul style="list-style-type: none"> Card Access System at one ex. building entry door 	\$5,000 +HST
2.	Communication & PA <ul style="list-style-type: none"> Supply and installation of voice/data network for the new portables. Extend existing system. Supply and installation of public address system for the new portables. Extend existing system. Testing, certification, and documentation of voice/data and public address systems. 	\$18,000 +HST
3.	Mobile Washroom <ul style="list-style-type: none"> Service connection for mobile washroom unit 	\$3,000 +HST
4.	Testing and Inspection <ul style="list-style-type: none"> Geotechnical 	\$3,000 +HST
5.	Building Permit	\$11,000 +HST
SUMMARY OF CASH ALLOWANCES		\$40,000 + HST

This total amount is to be included in the Base Bid Amount.

11. Progress payments on accounts of work authorized under cash allowances shall be included in the Consultant's monthly certificate for payment. Copies of invoices are to be submitted to substantiate claims.

1.2 CONTINGENCY ALLOWANCE

1. Include the following Contingency Allowance not including HST in the Contract Price. Said Contingency Allowance shall be expended in whole or in part when authorized in writing by the Architect. Changes designated as Contingencies by the Architect, shall be paid for out of the Allowance and the Contract Sum shall not be adjusted until the accumulated value of changes so designated, exceeds the Allowance or until the completion of the work. Should the accumulated value of Contingencies be less than the Allowances on completion of the work, the Contract Sum shall be reduced by the difference between the value of the Contingencies and the Allowances. Should the total value of the Contingencies exceed the Allowance, the Contract sum shall be increased by the excess of the value over the Allowance.
2. The Contractor shall not include in his Contract Sum for overhead and profit. Such fees shall be included by the Contractor at the time any work is authorized.
3. **Contingency Allowance** (Amount to be included in the Contract Price):

\$20,000 + HST (note this is in addition to the cash allowances listed above)

PART 2 – PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

1. Requirements and limitations for cutting and patching the Work.

1.2 RELATED SECTIONS

1. General Requirements - Section 01010
2. General Work - Section 01015
3. Individual Sections - Cutting and patching incidental work of the section. Advance notification to other sections required.

1.3 SUBMITTALS

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

1.4 GENERAL

1. Execute cutting, fitting, and patching including excavation and fill, to complete the Work.
2. Fit the several parts together, to integrate with other work.

3. Uncover work to install ill-timed work.
4. Remove and replace defective and non-conforming work.
5. Remove samples of installed work for testing if requested by Consultant.
6. Provide openings in non-structural elements of Work for penetrations of mechanical and electrical work.

1.5 INSPECTION

1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
2. After uncovering, inspect conditions affecting performance of work.
3. Beginning of cutting or patching means acceptance of existing conditions.

1.6 PREPARATION

1. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of project from damage.
2. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.

1.7 PERFORMANCE

1. Execute work by methods to avoid damage to other work, and which will provide proper surfaces to receive patching and finishing.
2. Use material to match existing.
3. For a change in material submit request for substitution under provisions of Section 01500 – Substitutions.
4. Employ qualified trade contractor to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight exposed surfaces.
5. Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools not allowed without prior approval.
6. Restore work with new products in accordance with requirements of Contract Documents.
7. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
8. Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection.

END OF SECTION

PART1- GENERAL

1.1 SUMMARY

1. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
2. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.

1.2 SUBMITTAL PROCEDURE

1. Provide submittals electronically in Portable Document Format (PDF) as per Architect's Contract Administration System Software 01805, in accordance with GC 3.10 of CCDC Document 2, 2008 and as revised in the Supplementary General Conditions, as required in various sections of these specifications and on the drawings.
2. Submissions must be clear, to scale, complete, specific and correctly transmitted.
3. Submittals are to be numbered in the sequence which they are submitted. Submittal numbering to be as follows 001, 002, 003 etc.
4. Processing: To avoid the need to delay installation as a result of the time required to process submittals such as samples and shop drawings , allow enough time for submittal review, including time for resubmittals.
 1. Allow Consultant five (5) working days to respond to Request for Information (RFI).
 2. Allow ten (10) days for initial review of shop drawings and samples. Allow additional time if the Consultant must delay processing to permit coordination with subsequent submittals.
 3. The Consultant will return to the Contractor indicating that, the items been:
 1. Reviewed (no re-submittal required).
 2. Reviewed as indicated (no submittal required).
 3. Revise and resubmit (re-submittal required).

4. Review by the Consultant is for the sole purpose of ascertaining conformance with the general design concept. This review shall not mean that the Consultant approves the detail design inherent in the shop drawings, responsibility for which shall remain with the Subcontractor, and such review shall not relieve the Subcontractor of his responsibility for errors / omissions in the shop drawings or of his Documents. The Contractor is responsible for dimensions to be confirmed and correlated at the job site, for information that pertains solely to the processes or techniques of construction and installation and for co-ordination of all sub-trades.
5. The Contractor will advise all Trades, Subcontractors and suppliers of the limits of the Consultant's responsibility with respect to Shop Drawings and other submittals.
6. If an intermediate submittal is necessary, process the same as the initial submittal.
7. No extension of contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing

1.3 SHOP DRAWINGS

2. Review submittals prior to submission. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated by the General Contractor and identified as to specific project will be returned without being examined and considered rejected.
3. Notify, in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
4. Verify field measurements and affected adjacent work are coordinated.
5. Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.
6. Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant review.
7. Keep one reviewed copy of each submission on site.
8. Submit Shop Drawings as per following list:

LIST SHOP DRAWINGS

<u>Section</u>	<u>Title</u>
10950	Manufactured Specialties
Mechanical	Refer to mechanical Specifications
Electrical	Refer to electrical specifications

1.4 SAMPLES

1. Submit samples as listed in List of Samples below.
2. Samples of materials, both manufactured and otherwise, proposed for the use on the work shall be submitted to the Architect for approval as required by the Contract Document and/or reasonably required by the Architect. The work shall be in accordance with approved samples. All samples shall be supplied and delivered to the Architect free of charge. The approval of samples shall not be construed as an acceptance of work subsequently carried out.
3. Samples shall be labelled indicating date of submission, name of project, names of contractor and manufacturer, and complete identification of locations at which materials are to be installed.

LIST OF SAMPLES

<u>Section</u>	<u>Title</u>
03300	Cast-in-place Concrete

1.5 EXTENDED WARRANTIES

1. In addition to the warranty requirements of GC 12.3 of CCDC Document 2, 2008, and as revised in the Supplementary General Conditions, the Contractor shall note that the following extended warranty periods are required by the Contract Documents for the individual items under respective Sections.

LIST OF WARRANTIES

<u>Section</u>	<u>Title</u>
02610	Asphalt Paving - 2 years
02935	Seeding – 1 years
10950	Manufactured Specialties - 2 years
Division 21,22,23,25	Refer to Mechanical Sections
Division 26,27,28	Refer to Electrical Sections

1.6 MAINTENANCE MANUALS

LIST OF MAINTENANCE MANUALS

<u>Section</u>	<u>Title</u>
10950	Manufactured Specialties
Division 21,22,23,25	Refer to Mechanical Sections
Division 26,27,28	Refer to Electrical Sections

1.7 EXTRA MATERIAL

1. Submit extra material as specified in the following Sections:

<u>Section</u>	<u>Title</u>
Division 21,22,23,25	All items indicated in these sections
Division 26,27,28	All items indicated in these sections

CERTIFICATE OF PAYMENT APPLICATION FORM

NOTE: HST TO BE INCLUDED IN EACH OF THE FOLLOWING VALUES:

Contractor: _____

Application No. _____

Work: _____

Date: _____

Period Covered: _____

Description	Contract Amount	% To Date	Value Performed To Date	Value Previously Performed	Value Current Period	Balance to Complete
This Section to show breakdown of Contract such details as:						
General Conditions	\$	\$	\$		\$	\$
Excavation						
Concrete Footings						
Concrete Walls, Cash Allowances, Hardware, etc.						
SUB-TOTAL						
Change Orders No. 1 No. 2 No. 3						
TOTAL CONTRACT						

SUMMARY (HST to be included in all items)

Value of Work Completed to date	\$ _____
Less Holdback of 10%	\$ _____
Holdback Released	\$ _____
Current Holdback (Net Retained)	\$ _____
Sub-Total	\$ _____
Less Previous Certificates	\$ _____
Amount of this Claim	\$ _____
Total of H.S.T. included above	(\$ _____)
GENERAL CONTRACTOR'S H.S.T. NO. _____	

PART 1 GENERAL

1.1 DESCRIPTION

1. See Individual Specifications Sections for full listing of inspections and approvals.
2. Architect, consultant or testing inspector's approvals required:
 1. Consultant's approval before interfering with existing services and apparatus. One week notice to be given. Section 01010.
 2. Architect's approval of work schedule (Progress Schedule) - 01310.
 3. Architect's approval of temporary fence and layout - 01015.
 4. Architect's and Consultant's approval of substitutions - 01500.
 5. Consultant's approval of footing bearing soil compaction - 02200.
 6. Consultant's approval of compaction - 02200.
 7. Architect's and Consultant's approval of cast-in-place concrete materials, and tests - 03300.
3. Notify Architect:
 1. Notify Architect for Deficiency Inspection upon agreed Substantial Completion.
 2. Notify Architect for One-Year Holdback Inspection.
 3. Notify Client for Two-Year Roofing Inspection for Extended Warranties
 4. Notify Client for Two Year Inspection of Extended Warranties
 5. Notify Client for Three Year Inspection of Extended Warranties.
 6. Notify Client for Five Year Inspection for Extended Warranties.
 7. Notify Client for Ten Year Inspection for Extended Warranties.
4. Submit samples for approval.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 CONSTRUCTION SIGNAGE AND ADVERTISEMENTS

1. Construction sign to be supplied and installed by Contractor as detailed on the drawings. Locate as directed by Architect. All costs for the installation of the sign to be included in Base Tender Sum (not part of Signage Allowance). The Owner and Architect to approve sign layout prior to sign production.
2. Erect no other signs, except those signs which are necessary to give direction or for safety, or warning signs, without the Architect's permission. Where other signs are required or wanted, obtain Architect's approval.

PART 2 – PRODUCTS Not Used

PART 3 – EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 GENERAL

1. This section details Construction Manager's responsibilities in preparation, submission and maintenance of construction schedules with form and requirements for periodic revisions. The Sub-Contractors shall provide the Construction Manager with their schedule of work and co-ordinate the work with Construction Manager and the Work Progress of other trades on site.

1.2 REQUIREMENTS INCLUDE

1. Schedule, form, content.
 1. Stages/Phased Construction.
 2. Schedule Revisions.

1.3 SCHEDULES REQUIRED

1. Submit the following schedules:
 1. Construction Progress Schedule.
 2. Submittal Schedule for Shop Drawings and Product Data and Shades.
 4. Product Delivery Schedule. Include required decision dates for finishes and colours.
 5. Sub-schedule showing submittals, review times, procurement schedules, and delivery dates.

1.4 FORMS OF SCHEDULES

1. Prepare schedules in form of horizontal bar chart (GANTT, or C.P.M. network). Provide separate horizontal bar column for each trade or operation, or separate activity for each operation that can be completed independently of other operations or trades. Provide as follows:
 1. Order: Chronological order of beginning of each item of work.
 1. Identification: Identify each column by distinct graphic delineation.
 2. Horizontal Time Scale: Identify first workday of each week.
 3. Scale and Spacing: To allow space for updating.
 4. Minimum Sheet Size: 11" x 17" for electronic submission.

1.5 SUBMITTALS SCHEDULE

1. Include schedule for submitting shop drawings, product data, and samples. Co-ordinate with section 01300 requirements. Incorporate into Preliminary Progress Schedule and Weekly Schedule updates.
2. Indicate dates for submitting, review time, resubmission time, float time, and last date for meeting fabrication schedule.
3. Include dates when SUBMITTALS and delivery will be required for the Owner-furnished products if applicable.
4. Include dates when reviewed submittals will be required from the Consultant.

1.6 PRODUCT DELIVERY SCHEDULE

1. Include dates for delivery of products specified in Section 01020 - Allowances, if applicable.
2. Include dates for products furnished by Owner, if applicable.
3. Submit a schedule of required equipment order dates and delivery dates for products and/or assemblies which involve insignificant production time or fabrication time and/or will significantly affect the project schedule if not available when needed.

1.7 CONSTRUCTION PROGRESS SCHEDULE

1. Submit a preliminary construction schedule and phasing plan within ten working days of notification of bid acceptance, for approval.
2. Incorporate approved preliminary schedule in construction schedule specified in
3. Submit a bar-chart progress schedule a minimum of seven (7) days before first progress application for payment. Prepare schedule in sufficient detail to indicate timing of major activities during phased progress of the Work and which will ensure completion of the Work on or before schedule.
4. On schedule indicate a time bar for each major construction activity to be performed at the site, properly sequenced and co-ordinate with other activities of work. Itemize activities in sufficient detail that no one bar exceeds two months in duration (separate long running trades such as Masonry into Logical Sub-Sections). Allow sufficient space below planned time bar for another time bar to record actual progress.
5. Show dates for commencement and completion of all activities. Estimate duration period and float (contingency) time for each activity.
6. Show projected percentage of completion for each activity as of the date of submission of monthly progress payment applications and/or to the date of submission of schedule when requested.

7. Indicate actual progress of each activity to date of submission of schedule. Indicate current status of all activities to date of submissions of schedule by showing where behind, on or ahead of planned schedule.
8. Show changes occurring since previous submission of schedules:
 1. Major changes to scope
 2. Activities modified since previous submission
 3. Revised projections of progress and completion
 4. Other identifiable changes.
 5. Confirm commencement, duration and completion dates of all activities with subcontractors, subtrades and suppliers.
 6. Deliver to Consultant, at the end of each calendar month with progress application a project status report derived from evaluation of Schedule.
 7. Include in this report updated schedule together with such supporting narrative and such graphical presentations necessary to clearly outline the progress of Work, areas of current and anticipated problems, effect of changes on schedules of major trade subcontractors and proposed corrective action.
 8. Be aware that the nature and day-to-day functioning of the Owner will have precedence over any phasing and arranged schedule, and stoppage of the work with good reason, and changes to the schedule may be made by the Owner on an as needed basis without prior notice and at no extra cost to the contract. The Contractor shall take this into account and shall co-ordinate and co-operate with the Owner and reschedule the work to accommodate the Owner's requirements.
 9. Lengthy shutdowns and disruptions of services will not be tolerated, and strict attention shall be paid to minimizing any disruption.
 10. Schedule required work in occupied areas in co-ordination with the Owner and such schedule be approved by the Owner prior to start of the work. Provide two weeks minimum notice when work in existing area is required

1.8 STAGED/PHASE CONSTRUCTION

1. Prepare and submit sub-schedules for each separate stage of Work when pertinent to the project.
2. Provide sub-schedules to define critical portions of prime concern to master schedule.
3. Describe start and stop, float time and affected other work.

1.9 WEEKLY SCHEDULE UPDATE AND MANPOWER LOADING

1. Use the Construction Progress Schedule as a basis for reporting on a weekly basis the complete status of construction progress, scheduled activities and manpower loading on the project.
2. There will be an Owner/A/Consultant/ Construction Manager /Trade Contractor meeting every second week to review the project status. Provide a detailed 2-week work schedule (based upon the Construction Progress Schedule) outlining work activities and manpower requirements planned for that period.
3. Identify current and anticipated problems and delays with respect to the past work period the effects of said problems on the overall schedule and proposed corrective measures.
4. Submit to Consultant two days prior to site meetings (every second week) the following:
 1. Updated Construction Progress Schedule.
 2. Outline of anticipated work activities for the forthcoming period.
 3. Outline of required and/or anticipated manpower levels (by trade) for the forthcoming period.
 4. Problems or delays experienced and/or anticipated.
 5. Proposed corrective measures to react to problems or delays.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1. Division One - General Requirements is a part of this Section and shall apply as if repeated here.

1.2 APPOINTMENT AND PAYMENT OF INSPECTION COMPANIES

1. Inspection and Testing Companies for various trades will be appointed by the Consultant where specifically stated or required.
2. The cost of inspection and testing will be paid out of an allowance provided under Section 01020, except where tests or inspections reveal work not in accordance with the Contract, the Construction Manager shall bear the cost of such tests and additional tests as the Consultant requires to verify the acceptability of corrected work.

1.3 RESPONSIBILITIES

1. The Consultant will supply drawings and specifications as required for the use of the respective inspection and testing authorities and advise the Construction Manager of the Company appointed for the respective work.
2. The Construction Manager shall advise the Consultant and the respective Inspection and Testing authority not less than five (5) working days prior to the commencement of any work to be inspected or tested and ensure that proper facilities and co-operation is provided and that no work is carried out without the required inspection and testing.
3. Proper storage shall be provided for storing concrete specimens at the job site at the required temperature and free from vibration or injury.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 ACCEPTABLE PRODUCTS

1. First item named or specified by catalogue number meets specifications in all respects regarding performance, quality of material and workmanship, and is acceptable to the Consultant.
2. Items, other than first named, meeting specifications regarding quality of materials and workmanship only, are acceptable to the Consultant, if they also meet performance, match the first named product in colour and texture, etc. and/or capacities specified and can be accommodated within the space allotted.
3. General approval indicated by inclusion of other manufacturers named is subject to final review of submitted samples of shop drawings, performance data and test reports.
4. Where the Construction Manager uses equivalent products other than that first named, on which design is based, the Construction Manager shall be responsible for all details of installation including product size, arrangement, fit, colour, etc. and maintenance of all required clearances. Construction Manager shall prepare and submit revised layouts to indicate arrangement of all affected piping, ductwork, conduit, lighting, equipment, etc. Failure by Construction Manager to provide such drawings may be considered indication that additional costs associated with equivalent products such as revisions to surrounding architectural finishes, structural components, or the need for larger motor starters, larger power feeders, space revisions to associated product equipment, controls, etc. shall be included in Bid price.

1.2 APPROVAL REQUIRED

1. The Contract is based on the materials, equipment, and methods described in the Contract Documents.
2. The Consultant will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Consultant to evaluate the proposed substitution.
5. Do not substitute materials, equipment, or methods unless such substitution has been specifically approved for this work by the Consultant, in writing.

1.3 "OR EQUAL"

1. Where the phrase "or equal", "approved equal", or "equal as approved by the Consultant" occurs in the Contract Documents, do not assume that materials, equipment, or methods will be approved by the Consultant.

2. The decision of the Consultant shall be final.

1.4 AVAILABILITY OF SPECIFIED ITEMS

1. Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the work.
2. In the event specified items will not be so available, notify the Consultant prior to receipt of bids.
3. Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Construction Manager, will be back-charged as necessary and shall not be borne by the Owner.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

1. Safety measures
2. Fire protection
3. Overloading precautions
4. Falsework
5. Scaffolding

1.2 CONSTRUCTION SAFETY MEASURES

1. Observe and enforce construction safety measures required by National Building Code (Part 8) and Ontario Building Code (latest edition as currently amended), Provincial Government, Workplace Safety & Insurance Board and municipal statutes and authorities.
 1. In particular, the Ontario Construction Safety Act, the regulations of the Ontario Department of Labour and Ontario Hydro Safety Requirements shall be strictly enforced.
 2. In the event of conflict between any provisions of above authorities the most stringent provisions will apply.

1.3 MATERIAL SAFETY DATA SHEETS

1. Submit Material Safety Data Sheets (MSDS) for any product to be used, installed or applied inside of the building if said product may emit toxic fumes and/or noxious odours.
2. Submit Material Safety Data Sheets for any product which is known to or suspected of creating a health hazard or discomfort when used in confined spaces, including but not limited to the following:
 1. Adhesives
 2. Solvents
 3. Sealants (Caulking, etc.)
 4. Other products which may give off air borne particles after installation
 1. Any other product as direct by Consultant/Consultants.
 5. The required Material Safety Data Sheets to be submitted prior to ordering

material or product for use as a part of the Work

3. The Owner may withhold payment for work of a subtrade or section until MSD Sheets for products supplied by that subtrade or section have been submitted, reviewed by Consultant and found to be acceptable.
4. Refer to Section 01700 - Project Close-Out for requirements regarding Certificates of Compliance.

1.4 MATERIALS SPECIFICALLY EXCLUDED

1. Asbestos and/or asbestos - containing products are not permitted. Submit Material Safety Data Sheets for any product suspected of containing asbestos if so requested by Consultant. Examples of some materials requiring close scrutiny and/or confirmation include:
 1. Insulation and/or jacketting for pipes, ducts, motors, pumps, etc. - not permitted if any asbestos is present.
2. Transite drainage pipe - whether buried or above grade - not permitted.
3. Solder for all piping is to be lead-free. "Lead Free" shall mean solder which contains less than 0.030% of lead when dissolved in fluoroboric and nitric acids and tested by inductively coupled argon plasma atomic emission spectroscopy. Steelbond 281 and Silverbrite are acceptable solder products.
4. The mechanical Construction Manager shall provide an affidavit signed by the principal of the company, on company letterhead, that all of the solder used on the project was either one of the two acceptable products or that the solder used (identified by brand name) meets or exceeds the testing criteria.
5. The Owner shall undertake random testing of the soldered joints. Should testing provide that the solder used was not as specified, the Owner shall take legal action against the Construction Manager as appropriate.
6. All paint and finish coatings are to be lead and mercury-free. Submit Material Safety Data Sheets confirming that these products are free of all lead and/or mercury compounds.

1.5 FIRE SAFETY REQUIREMENTS

1. Comply with requirements of the local municipal fire department with respect to continuous fire safety on the job site.
2. Comply with fire safety requirements of other construction related authorities (Workplace Safety & Insurance Board, Ministry of Labour, construction trade unions, etc.). If more than one authority issues similar requirements, the more stringent shall govern.

3. The appropriate clauses of the Ontario Building Code relating to fire protection shall be strictly followed.
4. Provide and maintain free access to temporary or permanent fire hydrants and other fire protection equipment during performance of work required by insurance companies having jurisdiction and governing codes, regulations and by-laws.

1.6 OVERLOADING

1. Ensure no part of Work is subjected to a load which will endanger its safety or cause permanent deformation.

1.7 FALSEWORK

1. Design and construct falsework in accordance with latest issue of CSA S269.1-.

1.8 SCAFFOLDING

1. Design and construct scaffolding in accordance with latest issue of CSA-S269.2.

1.9 LIST OF MINIMUM SAFETY

1. Include all provisions for construction safety such as fences, hoarding along streets, storage provisions facilities, sanitation facilities, fire protection, electrical supply, temporary heat, ventilation, construction equipment with its supports and guards, stairs, platforms, ladders, scaffolds, guardrails, walkway lighting and morality lighting, work around asbestos lead, silica and fumes, all as required by the Construction Safety Act and Regulation, latest edition of the Province of Ontario, as well as all other applicable regulations of Jurisdictional Authorities.

1.10 OWNER SAFETY REQUIREMENTS

1. The Construction Manager will take all necessary steps to protect personnel (workers, visitors, general public, etc.) and property from any harm during the course of the contract.
2. All work procedures will be in accordance with Owner legislated standards.
3. All equipment shall be in safe operating condition and appropriate to the task.
4. The Construction Manager shall ensure that only competent personnel are permitted work on site. The owner will throughout the term of the contract also remove from the site any persons not observing or complying with safety requirements.
5. The Construction Manager shall provide competent personnel to implement their safety programs and ensure that the owner's standards and those of the Ontario Health and Safety Act are being complied with.

6. Plant Services or the Consultant will monitor every week to ensure that safety requirements are met and that safety records are properly kept and maintained. Continued disregard for safety standards can cause the contract to be cancelled and the Construction Manager or subcontractors removed from site.
7. The Construction Manager will report to the Owner, Consultant and jurisdictional authorities any accident or incident involving Construction Manager, owner or public personnel and/or property arising from the Construction Manager's execution of the work.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 FIRES

1. Open fires and burning of rubbish are not permitted on the site.

1.2 DISPOSAL OF WASTES

1. Do not bury rubbish and waste materials on site.
2. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
3. All removal of waste products and debris resulting from the work must be audited and source-separated to comply with the most current version O.Reg 102 103 Industrial, Commercial and Institutional Source Separation Programs under the Environmental Protection Act and the 3 R's Regulation.

1.3 DRAINAGE

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

1.4 SITE CLEARING AND PLANT PROTECTION

1. Refer to Division 2.

1.5 POLLUTION CONTROL

1. Provide and maintain temporary erosion and pollution control features including mud mats and siltation fences as per the Bruce County- Town of Mildmay and Ontario provincial standard details and requirements installed under this contract or previously installed.
2. Control emissions from equipment and plant to local authorities' emission requirements.
3. Prevent sandblasting and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
4. Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Provide dust control for temporary roads.

1.6 NOISE CONTROL

1. Adhere to local noise bylaws.
2. Equip vehicles and equipment with efficient noise attenuation devices (mufflers) to minimize noise levels in vicinity of Site
3. Where necessary place noise attenuation devices (barriers) around stationery pumps and compressors.

1.7 WASTE MANAGEMENT CONTROL

1. Prepare Waste Audit and Waste Reduction Plans in accordance with O.Reg. 102/94 made under the environmental Protection Act for Waste Audits and Waste Reduction Work Plans. Ensure these plans are prepared prior to construction or demolition work proceeds on Site.
2. Prepare and implement a Source Separation Program in accordance with Ont. Reg. 103/94 made under the environmental Protection Act for Industrial Commercial source Separation Programs. Ensure program is implemented prior to construction or demolition work proceeds on Site.
3. Post plans on Site where most workers will see them and allow any worker to view plans who makes such a request.
4. The following set of definitions are intended to augment terms provided within this Article:

1.8 3 R: REDUCE (REDUCTION), REUSE, RECYCLE

1. REDUCE (REDUCTION) - Reduction involves actions to minimize quantity of waste at source and consequently, assumes highest priority in hierarchy of 3R activities.
2. REUSE - Direct reuse of products which otherwise would become waste, provides another means of diverting quantity of waste destined for landfill.
3. RECYCLE - Recycling involves collection of materials for use as feedstock in manufacturing of new products. Recycling can be most effectively accomplished if recyclable materials have been source separated at point of generation.
4. SOURCE SEPARATION - Purposeful segregation of materials from designated solid waste stream into specific material types at point of generation to facilitate recycling.
5. SOURCE SEPARATED MATERIALS - Specific types of materials that have been purposefully segregated from municipal waste into specific material types at point of generation.
6. CONSTRUCTION BUSINESS - Business enterprise employing more than 50 persons out of 1 office involved in building, renovation and repair of immobile structures, including soil excavation and landscaping.

7. DEMOLITION BUSINESS - Business enterprise employing more than 50 persons out of 1 office involved in dismantling any immobile structure, facility or dwelling.
8. Apply waste management activities of reduction, reuse and recycling of waste materials during construction and/or renovation of this Contract.
9. Construction/Demolition Businesses shall be required to source separate in accordance with Ont. Reg. 103/94, for purposes of recycling, following materials:
 1. corrugated cardboard
 2. wood waste (i.e., non-treated dimensional lumber, manufactured wood)
non-painted gypsum board
 3. ferrous metals
 4. Brick and Portland cement concrete
10. Submit agreement as requested to include source separation of above identified materials and other waste diversion activities during construction phase.
11. Requirements: During construction phase, Construction Manager shall be required to comply with following program requirements:
 1. Identify sorting, storage and disposal requirements anticipated during construction to maximize waste diversion.
 2. Establish reduction, reuse and on-site source separation activities during construction.
12. Identify haulers and recycling companies that have entered into agreement with or have expressed willingness to enter into such agreement with Construction Manager.
13. Identify person responsible for source separation program.
14. Establish effective education and information program for on-site employees, including training sessions, use of signs, and designated waste diversion program.
15. Establish cooperative agreements with Sub-Construction Managers/trades to abide by waste diversion program.
16. Construction Manager shall be willing to allow monthly on-site visits by Consultant to review waste management/recycling program.
17. Immediately upon notification of award of Contract, and before starting work on Site, submit fully completed "Subcontractor Participation Form" appended to this Section to the Consultant.
18. Construction Managers shall provide evidence that they can and shall implement required waste diversion program. Provision of evidence includes, but

is not limited to following:

1. Written agreements with Sub-Construction Managers that they will participate in waste diversion program.
2. Letters from reuse/recycling markets that they are in position to accept designed materials.
3. Action plan prepared by Construction Manager for meeting objectives of waste diversion program; and
4. Contract Sum shall include costs for implementing waste diversion program.

1.9 HAZARDOUS MATERIALS

1. See Section 00840 Hazardous Materials.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

For source separation program to be effective, it is important for Subcontractor Managers/trades to work cooperatively with your company. To ensure this cooperative arrangement will be carried out, you may wish to ask Subcontractor Managers/trades companies to sign this agreement.

1.	Company Name	
	Address	
	Signature	
2.	Company Name	
	Address	
	Signature	
3.	Company Name	
	Address	
	Signature	
4.	Company Name	
	Address	
	Signature	

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

1. Systems demonstration
2. Document submission
3. Project commissioning
4. Inspection and takeover procedures

1.2 SYSTEM DEMONSTRATION

1. Prior to final inspection, demonstrate operation of each system to the Owner and Consultant.

1.3 DOCUMENTS

1. Collect reviewed submittals in Section 01010 and 01300 and assemble documents executed by subcontractors, suppliers, and manufacturers. Submit as per requirements in Section 01010 - General Requirements.
 1. Provide bonds fully executed and notarized.
 2. Submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and monies remaining due.
 3. Architect will issue a final change order reflecting approved adjustments to Contract Sum not previously made.

1.4 PROJECT COMMISSIONING

1. Expedite and complete deficiencies and defects identified by the Consultant.
2. Review record "as-built" drawings for completeness and then have "as-built" AutoCad 2010 or later drawings completed by a professional drafting service and provide "as-builts" on computer disks.
3. Review Cash and Contingency Allowances in relation to Contract Price, change orders, hold-backs and other Contract Price adjustments.
4. Submit required documentation such as statutory declarations, Workplace Safety & Insurance Board Certificates, certificates of approval or acceptance from regulating bodies.
5. Attend "end-of-work" testing and break-in or start-up demonstrations.
6. Review inspection and testing reports to verify conformance to the intent of the

- documents and that changes, repairs or replacements have been completed.
7. Meet with structural consultant and inspection and testing consultant to co-ordinate completion, testing approvals.

1.5 INSPECTION/TAKEOVER PROCEDURES

1. The requirements of OAA/OGCA Document No. 100 "Take-Over Procedures" also govern applicable take-over procedures for this Contract.
2. Prior to application for certificate of Substantial Performance, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete and/or corrected and the building is clean and in condition for occupancy. Notify the Architect, in writing, of satisfactory completion of the Work and request an inspection.
3. During the Consultant inspections, lists of deficiencies and defects will be tabulated. Correct same.
4. When the Consultants consider deficiencies and defects have been corrected and it appears requirements of the Contract have been performed, make application for certificate of Substantial Performance. Refer to CCDC 5B, General Conditions GC 5.6 for specifics to application.
5. All utility meters to be read and transferred into the Owner's name.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 RELATED SECTIONS

1. Environmental Protection – Section 01560

1.2 DUST AND CLEANING REQUIREMENTS

1. Standards:

1. Maintain project in accordance with the latest edition of the Occupational Health and Safety Act.

2. Hazards and Dust Control:

- .1 Provide adequate ventilation during use of volatile or noxious substances.
- .2 Prevent spread of dust beyond the construction site by wetting, or by other means suitable for conditions, as it accumulates.
- .3 Provide Tack Mats at entrances to prevent dust and dirt from being traced through the project as required. Dispose of mats and replace on regular basis with new mat.

3. Floors:

- .1 Keep troweled concrete floors free from oils, grease or other materials likely to damage them, discolour them or affect bond of applied finishes. Once building is enclosed, keep floors as dry as possible after curing.
- .2 To prevent soiling or damage to finish flooring where pedestrian traffic occurs after the flooring has been installed, install and maintain reinforced kraft paper temporary protection, secured in place and with joints sealed by reinforced pressure sensitive tape.
- .3 Install plywood panels of minimum 1/4" thickness over completed finish flooring materials on which further construction work is performed or delivery of products is made, or both. Seal joints between panels with reinforced pressure sensitive tape.

1.3 MATERIALS

1. Use only cleaning materials recommended by manufacturer of surface to be cleaned.
2. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION

3.1 DURING CONSTRUCTION

1. Execute cleaning to ensure that building, grounds, and public properties are maintained free from accumulations of waste materials and rubbish. Keep site clear of snow, mud and pooling of water due to severe rain. Ensure that work is not stopped because of failure to provide access to site.
2. Wet down dry materials and rubbish to prevent blowing dust.
3. At reasonable intervals during progress of Work, clean site and public properties and dispose of waste materials, debris and rubbish.
4. Unless otherwise specified, salvaged material resulting from construction, and surplus materials and construction debris shall become property of Contractor, who shall dispose of it away from site.
5. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for Substantial Performance or occupancy.
6. Obtain from each Subcontractor, instructions which designate proper methods and materials to be used in final cleaning and submit such instructions to the Consultant. Include Instructions in Manufacturer's Data Book specified in Section 01300.
7. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
8. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.2 FINAL CLEANING

1. At completion of Work, remove waste materials, rubbish, tools, equipment, machinery, and surplus materials, and clean all surfaces exposed to view; leave project clean and ready for occupancy.
2. Employ experienced workers, or professional cleaners, for final cleaning.
3. In preparation for Substantial Performance or occupancy, conduct final inspection of interior and exterior surfaces exposed to view, and of concealed spaces.

4. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from all sight-exposed interior and exterior finished surfaces; polish resilient and ceramic surfaces so designated to shine finish. Vacuum carpet.
5. Clean and polish glass and mirrors.
6. Repair, patch and touch up marred surfaces to specified finish, to match adjacent surfaces.
7. Broom-clean paved surfaces; rake clean other surfaces of grounds.
8. Clean filters, exposed ductwork, and structure.
9. Clean bulbs and lamps and replace those burned out.
10. Clean diffusers and grilles.
11. Clean sinks, faucets, and water closets and controls.
12. Remove snow and ice from access to building.
13. Maintain cleaning until project, or portion thereof, is occupied by Owner.

3.3 REMOVAL OF TEMPORARY FACILITIES

1. Completely remove temporary facilities from site, making good any damage when no longer required.

END OF SECTION

PART 1 GENERAL

1.1 DESCRIPTION

1. The printed forms outlined below shall form the basis of communication between the Consultant and the Construction Manager. Copies of forms unrelated to the issuance of monies, shall be kept on the site; neatly filed and readily accessible to the parties concerned.

1.2 TRANSMITTAL RECORD

1. A record of material issued by the Consultant or Construction Manager.

1.3 GENERAL REVIEW REPORT

1. A progress report completed by the Consultant or Consultant on a regular basis.

1.4 PROPOSED CHANGE

1. A description of contemplated changes to the Contract.

1.5 CASH ALLOWANCE CHANGE ORDER

1. Assignment of money for work executed under the Cash Allowance Section.

1.6 CHANGE ORDER

1. Assignment of money for work executed beyond the financial limits of the Contract.

1.7 CHANGE DIRECTIVE

1. A description of a change in the work when the Owner requires the Contractor to proceed with a change in the work prior to the Owner and the Contractor agreeing upon the adjustment in Contract Price and Contract Time.

1.8 CERTIFICATE FOR PAYMENT

1. For release of contract money based on monthly progress draws.

1.9 SUPPLEMENTAL INSTRUCTIONS

1. A description and/or clarification for the purpose of recording a clarification or interpretation of the contract documents or giving directions on problems resulting from field conditions.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 NEWFORMA SOFTWARE SYSTEM

1. This project will be administered through the Consultant using the NEWFORMA software system.
2. The Construction Manager is required to use this internet-based software for ALL project communications, RFIs, quotations, project schedule, shop drawing log, change log, RFI log, etc., including all administrative forms as outlined in Section 01800 and construction schedules as outlined in Section 01310. All shop drawings, interference drawings and as-built drawings shall be submitted electronically through the Newforma Info Exchange in PDF format and shall be numbered in the order which they are submitted. Numbering shall be in the following format; 001, 002, 003, etc. Submittals will not be deemed as received unless delivered through Newforma Info Exchange.
3. Utilization of this system does not require the purchase or download of the Newforma software. The Consultant will send an email notification which will automatically provide online access to the Newforma Info Exchange specific to this project.

1.2 NEWFORMA INSTRUCTIONS

1. You will receive an email instructing you how to get into the system (click on link). The system is self-explanatory as to the "use" for Submittals (Shop Drawings) and RFIs. Refer to attached screen shots.
2. When issuing Submittals and RFIs, the following people are to always be COPIED (not addressed to):

Linda Butler **lbutter@plusvg.com**
3. Shop Drawings are to be issued as "Submittals". There is a place on the Submittal section to put in the Construction Manager's "expected response date" – please ensure that is filled in. Submittals are to be numbered in the sequence which they are submitted. Numbering to be as follows; 001, 002, 003, etc. (NOTE: as per the contract, the Consultant has 10 working days to respond).
4. RFIs: There is a place on the RFI section to put in the Construction Manager's "expected response date" – please ensure that is filled in. RFI's are to be numbered in the sequence which they are submitted. Numbering to be as follows; 001, 002, 003, etc. (NOTE: as per the contract, the Consultant has 5 working days to respond)
5. RFCs: (all Construction Manager quotations to be submitted as an RFC) RFC's are to be numbered in the sequence which they are submitted. Numbering to be as follows; 001, 002, 003, etc.

6. Submittals and RFI's requiring consultant review other than the Consultant shall be sent via Newforma directly to the respective consultant. The +VG Project Manager as well as the persons noted above shall be copied on all submittals and RFI's.
7. All shop drawings, interference drawings and as-built drawings shall be submitted electronically through the Newforma Info Exchange in PDF format. Submittals will not be deemed as received unless delivered through Newforma Info Exchange.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1. Conform to Sections of Division 1 as applicable.

1.2 REFERENCE STANDARDS

1. All reference standards to be latest issue, including amendments
2. ASTM D698-91
3. CAN3-A23.1-M90
4. OPSS 1010-93 "Materials Specifications for Aggregates".

1.3 REQUIREMENTS OF REGULATORY AGENCIES

1. All Standards to be latest issue with amendments.
2. Ontario Building Code.
3. The Construction Safety Act and all other regulations of the Ontario Ministry of Labour or local by-laws relating to the work of this Section.

1.4 PROJECT CONDITIONS

1. Protection

1. Underground Services: Notify Public Utilities in advance of planned excavations adjacent to their services. Take care not to damage or displace encountered services. When such services are encountered notify Architect immediately and protect, brace and support them. Advise Architect which services require adjustment, relocation or abandonment. Where work on these services become necessary use following procedure:

1. **Essential Services:** Make necessary repairs only to maintain essential services satisfactory to Architect and authorities having jurisdiction.
2. **Known Services:** Repair promptly at no expense to Owner.
3. **Unknown Services:** Repair promptly on Architect's instruction. Submit complete breakdown of cost of such work. Amount approved will be added to Contract Sum.

2. Shoring and trench timbering, in addition to requirements of local authorities shall be carried out in accordance with requirements of The Occupational Health and Safety Act, 1991 and Regulations for Construction Projects, and all other applicable regulations of

Ontario Ministry of Labour. In addition, follow the recommendations of Construction Safety Association brochure "Shoring and Timbering in Trenches", 1981, wherever applicable.

3. Shoring and Bracing

1. Provide necessary shoring and bracing for excavations to existing premises including fences. Submit method of shoring and bracing for review before installing. Maintain shoring and bracing during work. Remove when no longer required and when notified.
2. Shoring and bracing shall properly retain the banks of excavations and prevent caving-in or displacement or damage to surrounding or adjacent buildings or other property.
3. Retain shoring and bracing until all other work affected thereby is carried out.
4. Erect shoring and bracing free of footings, foundations, walls or other such work so it may be removed entirely or in sections when it is no longer required and when directed, without causing damage or injury to the Work or adjacent property.
5. Submit drawings showing the methods of shoring and bracing to be used. Drawings shall be engineered and stamped by a Certified Engineer from the Province of Ontario. Submit calculations if requested by the consultant.

5. Sub-Surface Conditions

1. Sub-surface investigation was carried out by Englobe in October 2016.
2. A copy of their Report Reference No. 160-P-0011637-0-01-100-GE-R-0001-00 is included in the Soil Report - Section 02010 in this specification for your review.
3. The information given in this report was obtained for the use of the Owner in the execution of the design. It is presented in good faith to assist the Contractor. No guarantee is made or implied as to its detailed accuracy for every site location. It is incumbent upon the Sub-Contractor to make any additional tests to obtain any additional information deemed necessary for the proper execution of the work, at no additional cost to the Owner.

1. To perform all the work not done or included in Excavation, Trenching & Backfilling (Building Area) - Section 02300. All work called for in this section is to be performed. If the work called for is in excess of work required in Geotechnical Report and/or on the Civil Drawings this section shall govern. At Landscape areas if the Landscape drawings or specs conflict with the work described in this section the Landscape drawings & specs shall govern.

- 1.6 In general, the work of this section shall include the clearing, grubbing, excavating, engineered fill, backfilling and rough grading for all the asphalt, sidewalk & landscaping areas which are indicated on the drawings (at all site areas beyond building walls).

- 1.7 UNIT PRICES

1. Provide in the Form of Tender, all requested unit prices.
2. Unit rates to include all labour, materials and applicable taxes for completion of the work.
3. Unit rates shall be used for both additions and deletions to the Contract subject to the mark-up or credit allowances specified in the Tender Form.
4. Additional payment in accordance with the agreed units prices shall be made only for additional work authorized by the Architect in writing.
5. Additional payment will not be made for accidental over-excavation by the Contractor.

- 1.8 DRAWINGS

1. Site Plans

1. Refer to Architectural Site Plan drawings A1.0, and Existing Topographic Survey which are included to show the existing and final grades.
2. Final contours are to be maintained as closely as possible with due allowance for "blending" of grades for drainage away from the building.

- 1.9 ENVIRONMENTAL REQUIREMENTS

1. Comply with the requirements of the following Federal and Provincial Legislation related to the transportation use and disposal of ANY existing contaminated fill materials discovered and being excavated from site.
2. Federal Transportation of Dangerous Goods Act.
3. Ontario Regulation number 309: Liquid industrial and hazardous waste regulation.

4. All such waste shall be carried by an approved Ministry of the Environment Haulage carrier and disposed of at a Ministry of the Environment approved receiving facility.

1.10 CO-ORDINATION & CO-OPERATION

1. Co-ordinate the work of this Section with the work of all other Sections in accordance with the General Instructions.
2. Co-ordination and co-operation is particularly important with the following Sections: Landscaping, Site Servicing, Concrete Walks and Curbs, Asphalt Paving, Cast-In-Place Concrete, and Mechanical Excavation.
3. Particular care shall be taken in coordinating the work of this Section with the Trade Contractors performing related work.

1.11 EXAMINATION

1. Examine the site for the purpose of determining the conditions prevailing there, which may affect the work of this Section, including available access to the site, site contours, etc.
2. Determine the nature and location of all existing services below and above ground, which may affect the work of this Section.

PART 2 PRODUCTS

2.1 MATERIALS

1. Class "B" Granular: imported granular material in accordance with O.P.S.S. Specification Form 1010 for Granular 'B' specification form 1010
2. Class "A" Granular: imported in accordance with current O.P.S.S. Form 1010 for Granular 'A' Specification Form 1010.
3. Granular material shall be free draining and not susceptible to frost action as determined by current O.P.P.S. Methods.
4. Backfill and Fill at Landscaped, Seed and Sodded Areas: Clean excavated materials free from waste materials, debris, rubbish, frozen portions, muskeg, organic or cohesive matter and rocks larger than 100 mm (4") in diameter. If sufficient quantity of material is not available from excavation, use imported fill having same, or better characteristics.
5. Clear crushed aggregate: clear, clean, screened stone, in size between 10 mm and 25 mm.
6. Topsoil: Use from site topsoil stockpile and import additional topsoil as required to meet finish grades as indicated on drawings. Provide topsoil

depth specified minimum 12" (300mm) at all seed and sodded areas and 24" (600mm) depth at all planting beds. Refer to specifications on seeding sodding and plantings. Coordinate depth of topsoil with landscape architect specs and drawings. Additional topsoil shall be fertile, friable natural loam containing 4% minimum organic matter for clay loams and 2% minimum organic matter for sandy loams with acidity range of 5.5 PH to 7.5 PH and capable of sustaining vigorous growth.

7. Submit representative samples of the proposed materials to the inspection company for testing and approval for use on this project two weeks prior to using.
 1. Supply only those materials approved for use on this project by the inspection company.
 2. NOTE: Slag content in any imported granular material is not acceptable

2.2 SOURCE QUALITY CONTROL

1. All materials shall be subject to test and inspection by a testing and inspection company appointed by the General Contractor.
2. Cost of testing will be paid for by the Owner in accordance with the General Conditions.
3. Provide access to pits in quarries for the personnel of the inspection company.
4. Provide representative samples of materials as may be required by the inspection company at no cost to the Owner.

PART 3 EXECUTION

3.1 EXAMINATION

1. Examine the site for the purpose of determining the conditions prevailing there which may affect the work of this Section, including available access to the site, and existing ground water conditions.
2. Determine the nature and location of all existing services above and below ground which may require protection during the construction operation, or otherwise affect the work of this Section.

3.2 PREPARATION

1. Clearing

1. Clear and remove obstructions to excavating. Remove trees and

stumps not required to be retained.

2. Clear site of all rubbish, rocks, boulders, tree stumps and other useless materials and debris, remove from site and dispose of unless instructed otherwise.
3. Cut all dead trees and remove stumps and roots to a minimum depth of 600 mm below proposed finished grade.
4. Burying of useless materials on the site is permitted only when approved in writing by the Architect.
5. Do burying only in areas designed by the Architect and do so in strict accordance with all applicable laws and regulations.
6. Be responsible for obtaining the necessary permits and assume all costs.
7. Bury to such depth and in such manner so as not to affect landscape work.
8. Backfill with approved fill and compact.

2. Topsoil and Stripping

1. Strip area of Site to be excavated or graded free of topsoil and stockpile good re-usable topsoil as approved by the consultant in the open play area where directed by Architect. Remove all unapproved topsoil and all other excavated materials from the site. Dispose of contaminated materials in conformance of Federal and Provincial Legislation requirements.
2. All areas designed for landscape, sod and seeding or paving or the construction of structures, shall be stripped of all topsoil and organic matter to its full depth taking care not to contaminate with any sub-soil. Refer to Site Plan drawings.
3. All stripped topsoil shall be stockpiled in areas so designated by the Landscape Architect.
4. Topsoil will be re-used for landscape work, unless specified otherwise.
5. Commence topsoil stripping only after designated areas have been cleared of scrub, weeds, brush stumps, rocks and other deleterious materials. Such materials shall be removed from the site and disposed of by the contractor.

3. Lines and Levels

1. Establish accurate lines and levels as required and supply batter

boards, line stakes and templates and establish permanent reference lines and benchmarks required.

3.3 PERFORMANCE

1. General

1. After stripping of topsoil, do all necessary rough grading, excavating, and filling, where required, to establish the sub-grade under all areas to the extent, elevations and depth required for completion of work.
2. Level of sub-grade shall be to the depths specified, after compaction of sub-grade and of materials placed thereon to allow for finished grades shown on drawings.
3. Remove all unsuitable material, soft and/or unstable areas in sub-grade to approved depth and backfill with clean, approved fill material.
4. Provide for uniform slopes between points for which finished grades are shown on drawings. Meet and blend with existing grades in a smooth manner.
5. Establish smoothly rounded grades at top and toe of slopes and banks.
6. Do not grade when soil is wet or frozen.
7. Compact sub-grade behind curbs, walls, and under paving and other hard surfaces to the specified density. Compact sub-grade below future portable classroom area.
8. Preparations of sub-grade:
 1. Scarify sub-grade on which topsoil is to be placed, to the minimum depths specified.
 2. Scarify sub-grades under areas which are to be raised by placing fill to minimum depth of 3" (75 mm) to provide a good bond and prevent slipping of fill.
9. Fill material shall be clean, free of topsoil and organic matter and debris, and shall be approved by the Architect before placing. On site excavating material may be used for filling when approved by the Architect.
10. Where required, supply and spread approved fill materials to raise existing grades to the specified sub-grade level, as shown on the drawings for new finish elevations.
11. Place fill in loose layers, not exceeding 200 mm in depth and

compact each layer to a minimum dry density of ninety-five percent (95%) of the maximum Standard Proctor Density, before placing subsequent layers.

12. The surface shall be shaped at all times to ensure adequate surface run-off and prevent ponding and scouring.
13. Keep excavation free of water by bailing, pumping or a system of drainage as required and provide pumps, suction and discharge lines or well points of sufficient capacity and maintain until such time as the permanent drainage system is installed or until Architect agrees to its removal. Take all necessary measures to prevent flow of water into excavation.
14. Water discharged from de-watering systems shall be equal to or better in quality than the receiving stream or sewer storm water and shall be free of pollutants. Provide settling ponds and/or other treatment facilities as required to treat discharges at no cost to Owner.
15. Supply and install additional erosion controls and temporary sedimentation ponds, plastic tubing and temporary catch basins, as required to prevent erosion and contamination of sediment onto other properties or into waterways.
16. Maintain existing and any additional erosion controls until sod has been installed or seed areas have been growing for 6 months then remove all temporary erosion controls.

2. Below Building Excavation

1. Refer to Specification Section 02300 for all areas below building area.

3. Roadways, Parking Lots, Concrete Walks and Curbs Excavation

1. Excavate and rough grade at roadways, parking lots and hard surfaced areas to suit layouts shown on the drawings.
2. At roadways and paved parking areas (heavy duty asphalt areas), excavate to remove all topsoil, organic matter or deleterious material to a depth not less than 790 mm below the final asphalt grade but not less than sufficient depth to remove all topsoil, asphalt, soft and compressible materials to expose competent subgrade soil level.
3. At medium duty asphalt areas excavate to remove all topsoil, organic matter or deleterious material to a depth not less than 540 mm below finished grade but not less than sufficient depth to remove all topsoil, asphalt, soft and compressible materials to expose competent subgrade soil level.

4. At concrete walk areas and curbs, excavate to a minimum depth of 790 mm below finished grade **but not less** than sufficient depth to remove all top soil, soft and compressible materials to expose competent subgrade soil level.
5. Slope and shape subgrade towards catch basins and subgrade subdrains with 2% fall at roads and a minimum 1% at parking areas. (See drawing for further details.) Proof-roll existing sub-grade after excavation and shaping with a heavy vibratory roller.
6. Sub-excavate any soft or compressible materials and fill with modified Granular "B" compacted to 100% of SPMD.
7. Provide rock removal and excavation where encountered at site service areas to obtain required depths.

4. General Backfilling

1. Prior to placing backfill, proof roll the exposed subgrade thoroughly with a smooth heavy roller to compact any loose zones. Sub-excavate any soft or compressible materials.
2. Proceed promptly with backfilling as work progresses after obtaining Architect's review.
3. Remove shoring material during backfilling.
4. Inspect moisture content of fill prior to placing. Limit addition of water only to extent required to provide optimum moisture content for compaction. Puddling or flooding with water to compact fill is not permitted.
5. Place all backfill and engineered fill in 200 mm (8") thick maximum layers. Compact each layer before placing next using approved mechanical equipment until compaction and level is reached.
6. Areas adjoining vulnerable building components which cannot be thoroughly compacted by drawn equipment, shall receive equivalent compaction with mechanical tampers.
7. Fill shall be free of frost, snow and ice and in no instance shall fill be placed on frozen snow, or ice covered ground.

5. Backfilling Below Building

1. Refer to Specification Section 02300- Excavation, Trenching & Backfilling (Building Area).

6. Roadways, Parking Lots and Hard Surfaced Areas, Fill

1. Refer to specification sections; 02600 Concrete Walks and Curbs, and 02610 Asphalt Paving for compacted fill work

7. Rough Grading

1. Rough grade all areas around the building in accordance with the site plan and required and existing grades, and as directed by the Architect. Co-ordinate this work with work of other sections.
2. Areas to receive sod or seeding shall be rough graded to an elevation 12" (300 mm) below finished grade.
3. Slope ground so that water will drain at all times away from the building.
4. Rough graded areas shall be cleanly raked free of coarse material and left ready for final grading.

8. Installation of Topsoil

1. Spread a minimum of 12" (300 mm) topsoil over entire sodded and seeded areas and 24" (600mm) topsoil at all planting beds and tree locations. Existing topsoil on site to be spread over all sodded and seeded areas. Provide additional topsoil if required.
2. Depth indicated is compacted depth.
3. Spread topsoil on prepared subgrade of the work site.
4. Fine grade and loosen topsoil to produce a smooth even surface free from debris, sod, stones and roots over 1" (25 mm) in diameter. Eliminate rough spots and low areas. Prepare loose friable bed by means of cultivation and subsequent raking.
5. Compact (85% Standard Proctor Density) unless indicated otherwise elsewhere.
6. Meet and match all existing turf areas, curbs, manholes and catch basin frames in a smooth uniform line to the satisfaction of the Architect.
7. Co-ordinate with Landscape contractor for installation of topsoil to be installed at all areas to be seeded, sodded and hydraulic seeded.

3.4 PROTECTION OF EXCAVATIONS

1. Protect adjacent construction and underground services from damage resulting from the excavation operations and from frost penetration.

3.5 PROTECTIVE MEASURES

1. Furnish all necessary barriers and other protection around open excavations. For other barriers and hoardings, consult General Works Section.
2. Maintain barricades in good condition at all times until they are no longer required.

3.6 FIELD QUALITY CONTROL

1. All materials and workmanship shall be subject to test and inspection by a testing and inspection company appointed by the General Contractor.
2. A representative (inspector) of the testing and inspection company will make random site inspections.
3. Sieve analysis, SPMDD tests for fill materials and field density tests of the compacted fill materials will be made by this inspector to ensure that the specified standard of work is achieved.
4. All excavation, placing and compaction procedures will be subject to the approval of the inspector.
5. Materials which fail to achieve the specified standard of compaction shall be re-compacted or replaced as directed by the Inspector.
6. The cost of testing will be paid for by the Cash Allowance Section 01020 in accordance with the General Conditions.
7. Provide access to the work for the personnel of the testing and inspection company.
8. The compaction tests are performed on behalf of the Owner to satisfy the Architect that the requirements of the Contract Documents have been met. They are not intended as a substitute for the contractor's quality control program.

3.8 CLEAN-UP

1. At the completion of the work of this Section, remove any excess materials, debris and equipment from the site.
2. Remove from work site all contaminated excavated material and dispose at an approved dump site in conformance with all Federal and Provincial Legislation for disposal of contaminated materials.

END OF SECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1. Division 1, General Requirements are a part of this Section and shall apply as if repeated here.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

1. O.P.S. Specification Form 310A "Specification for Hot Mix Patching".
2. O.P.S. Specification Form 310, "Construction Specification for Hot Mixed, Hot Laid Asphaltic Concrete".
3. O.P.S. Specification Form 1150, "Material specification for Hot Mixed, Hot Laid Asphaltic Concrete".
4. ASTM D698-91 "Test Methods

1.3 ENVIRONMENTAL CONDITIONS

1. Asphalt shall be laid only when base is dry and weather conditions are suitable.
2. H.L. 8 Binder course Asphaltic Concrete Base shall be laid at minimum temperature of (46 degrees F.), (8 degrees C.) and rising.
3. H.L.3 (fine aggregate) Surface Course Asphaltic Concrete shall be laid at minimum temperature of (46 degrees F.), (8 degrees C.) and rising.

1.4 WARRANTY

1. The work under this section shall be warranted in accordance with the Conditions of G.C. 12.3 of CCDC-2-2008, but for a period of two years after the date of Architect's Certificate of Completion.

1.5 SPECIAL PROTECTION

1. Barricade paved surfaces from traffic until surfaces are ready for normal traffic.

1.6 SCOPE OF WORK

1. Supply and install 250mm thickness of Granular B sub-base course at all medium and light duty asphalt areas. (This sub-base is below the 150mm Granular A Base.). Refer to site plan for locations of medium and light duty asphalt.
NOTE: Provide additional Granular B where required to raise grades to suit

new finish grades.

2. Supply and install specified minimum 150 mm thickness of Granular A Base course at all medium and light duty asphalt paved areas.
3. Supply and install Asphaltic HL3 finish layer to specified 40mm compacted thickness over 60mm of HL8 for heavy duty asphalt areas.
4. Supply and install asphaltic HL3 finish layer of 50mm at all medium duty areas indicated on the drawings.
5. Paint all the markings indicated on the site plan A1.1.

PART 2 PRODUCTS

2.1 MATERIALS

1. Granular "A" and "B": in accordance with O.P.S. Specification Form 1010 - 93.
 1. Note: Slag content in any imported granular material is not acceptable.
2. H.L.4 Binder: asphaltic concrete material shall conform to O.P.S. Specification Form 1150-93.
3. H.L.3 or H.L.3A Asphaltic Concrete: asphalt concrete material shall conform to O.P.S. Specification Form 1150-93.
4. Paving Paint: O.P.S. Specific approved "Traffic Paint" conforming to CGSB 1-GP-74M and AMDT May-81, white alkyd traffic paint.
5. Asphaltic Primer: to CAN/CGSB-16.1-M77 Grade Mc-70.

2.2 SOURCE QUALITY CONTROL

1. Cost of testing will be paid from the Testing and Inspection Allowance in accordance with Division 1.
2. Provide access to pits in quarries for the personnel of the Inspection Company.

PART 3 EXECUTION

3.1 GRANULAR SUB-BASE AND BASE UNDER ROADWAYS, DRIVEWAYS, PARKING AREAS AND WALKWAYS

1. Carefully lay out areas to be paved to required lines and levels. Proof roll subgrade and remove all soft spots.

Note: Granular base course to extend a minimum 12" (300 mm) beyond the edge of the paving areas.

2. Install specified minimum 250mm thickness of Granular 'B' sub-base at **medium and light duty** areas under 150mm Granular 'A' by this section. Compact to 100% SPMDD.
3. Install specified minimum 150mm thickness of Granular 'A' at **medium and light duty** areas above Granular "B" base, by this Section. Compact to 100% SPMDD.

3.2 INSTALLATION OF ASPHALT PAVING

1. At all **medium duty** paved areas over the compacted Granular "A", apply one layer of 60mm H.L.8 compacted then install one layer of 40mm H.L.3 compacted. Compact as outlined in O.P.S. Specification Form 310 to at least 96.5% Marshall Density. Total thickness of compacted asphalt shall not be less than combined thickness of 100mm. Sweep and clean base layer and prime prior to installing top layer.
2. At all **light duty** paved areas install one layer of 50mm HL3 over compacted granular base consisting of 300mm of Granular B and 150mm of Granular A material.
3. Temperature of asphalt shall not be less than 245 degrees F. (120 degrees C.) after spreading and prior to initial rolling.
4. Use mechanical spreaders and compact using rollers of sufficient size and weight as specified by O.P.S. Specification Standard.
5. Maintain specified slopes, elevations and "crowns" as shown on the site plan and in accordance with good construction practice to maintain positive drainage to storm sewers and eliminate ponding. If ponding occurs asphalt will be neatly cut out and reinstalled to eliminate ponding.
6. Refer to 3.1.1 above for "dressing" of shoulders.

3.3 PATCHING AND TYING IN

1. If and when patching is required, the area to be patched shall be cut out to its entire thickness and repaved making sure that the edges are primed, and compacting is equal to that outlined in O.P.S. Specification Form 310A.
2. Where "tying in" to existing asphalt pavement, neatly cut existing asphalt to full depth. Prime existing edges and "iron in" as required to provide neat, smooth and intersection to approved grades.

3.4 FIELD QUALITY CONTROL

1. All materials and workmanship shall be subject to test and inspection by a testing and inspection company appointed by the Architect.
2. Cost of testing and inspection will be paid from the Testing and Inspection Allowance in accordance with Division 1, except as noted hereafter.
3. Provide representative samples of the materials as requested by the testing and inspection company at no additional cost to the owner.
4. The cost of any additional testing and/or the cost of replacement of any part of the asphalt work resulting from failure of the asphalt to meet the test requirements, shall be borne by the contractor.
5. Where field tests have been cut as block samples from the in-place asphalt concrete, replace and make good to the satisfaction of the architect.
6. Notify the testing company of the paving schedule, sufficiently in advance so that tests may be made.

3.5 PROTECTION AND CLEAN-UP

1. Exercise care in paving operation adjacent to curbs, lighting standards, sidewalks, etc., so as not to damage these items. Make good any damaged items to the satisfaction of the Architect.
2. At the completion of the work of this Section, remove from the site all tools, equipment, surplus material, and debris.

3.6 PAVEMENT MARKINGS

1. Lay out lines and markings for all parking, road and play area lines on entire site as indicated on drawings and obtain Architect's approval prior to painting. Apply 4" (100 mm) wide lines for parking, use mechanical application equipment. End and edge limit of each line to have clean, sharp 90 degree corners with no over spray fogging. Thickness of paint application to be consistent throughout and obtain uniform density with sharp edges. Under sprayed lines shall be repainted.
2. Install hatched line markings for handicapped markings, handicapped symbols, medians and crosswalk markings and game lines as indicated on drawings.
3. Paint shall be best grade per OPS standards and shall be installed at minimum rate of 3 sq. m./litre. Yellow lines to have 2 coats of paint.

END OF SECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1. Conform to Sections of Division 1 as applicable.

1.2 SCOPE OF WORK

1. This Specification applies to all soil areas at ground level within the scope of work of this project.
2. Amend per this Specification and re-use existing stockpiled topsoil and fill material located on site to the greatest extent possible. For use in sodded, seeded and/or planting areas.

1.3 RELATED WORK

1. Seeding - Section 02935

1.3 MATERIAL

1. Contractor to supply and install existing topsoil stockpiled on site to the greatest extent possible and imported topsoil where required.

1.4 SOURCE QUALITY

1. Samples of imported topsoil to be provided. Testing is required for both existing topsoil stockpiled on site and imported topsoil and will be carried out and paid for by the Contractor. Testing will determine suitability for tree, shrub and turfgrass growth, basic fertilizer requirements, % organic matter, evidence of toxic or other deleterious substances that would affect plant growth. Test results are to be submitted to the Landscape Architect for approval.

PART 2 PRODUCTS

2.1 MATERIALS

1. Existing soil for re-use or imported topsoil: screened, mixture of mineral particulates, micro-organisms and organic matter which provides suitable medium for supporting intended plant growth.
 1. Soil texture based on The Canadian System of Soil Classification, to consist of 40-60% sand, 20-40% silt, 6-10% clay, and contain 2-5% organic matter by weight.
2. Fertility: major soil nutrients present in following ratios:
 1. Nitrogen (N): 20 to 40 micrograms of available N per gram of topsoil.

2. Phosphorus (P): 10 to 20 micrograms of phosphate per gram of topsoil.
3. Potassium (K): 80 to 120 micrograms of potash per gram of topsoil.
4. Calcium, magnesium, sulphur and micro-nutrients present in balanced ratios to support germination and/or establishment of intended vegetation.
3. Contain no toxic elements or growth inhibiting materials.
4. Free from all debris; stones over 40 mm diameter; coarse vegetative material, 10 mm diameter and 100 mm length, occupying more than 2% of soil volume.
5. Consistency: friable when moist.
6. Planting soil mix for planting of trees, shrubs and perennials for areas outlined in drawings: mix 3 parts topsoil (per 2.1.1 above) with 1 part compost. Incorporate bonemeal into planting soil at rate of 3 kg/cu.m. of planting soil mixture.
 1. To have minimum 5% organic matter by weight.
7. Compost: A mixture of soil and decomposing organic matter used as a fertilizer, mulch, or soil conditioner. Compost is processed organic matter containing 40% or more organic matter as determined by the Walkley-Black or LOI test. Product must be sufficiently decomposed (i.e. stable) so that any further decomposition does not adversely affect plant growth (C:N ratio below 25), and contain no toxic or growth inhibiting contaminants. Composted bio-solids must meet the requirements of the Guidelines for Compost Quality, Category A produced by the Canadian Council of the Ministers of the Environment (CCME), latest edition.
8. Fertilizer:
 1. Complete commercial synthetic fertilizer with minimum 65% insoluble nitrogen.
 2. Formulation ratio: as required per soils test as outlined in 1.5.1.
9. Bonemeal:
 1. Raw, steamed bonemeal, finely ground with a minimum analysis of 3% nitrogen and 20% phosphoric acid.

PART 3 EXECUTION

3.1 PREPARATION OF SUBGRADE

1. The entire site will be rough graded to the approval of the Consulting Engineer.
2. Verify that grades are correct. If discrepancies occur, notify Consulting Engineer and Landscape Architect and do not commence work until further instructed.
3. Grade soil, eliminating uneven areas and low spots, ensuring positive drainage.
4. Remove debris, roots, branches, stones in excess of 50 mm diameter and other deleterious materials. Remove soil contaminated with calcium chloride, toxic materials and petroleum products. Remove debris that protrudes more than 75 mm above surface. Dispose of removed material off site.
5. Coarse cultivate entire area that is to receive topsoil to depth of 100 mm. Cross cultivate those areas where equipment has compacted soil.

3.2 PREPARATION OF TOPSOIL AND PLANTING SOIL

1. Existing stockpiled fill material to be blended with imported compost material to create specified topsoil and planting soils.
2. Thoroughly blend and screen soils on site to meet requirements of this specification.
3. Remove all materials not required from site.

3.3 PLACING AND SPREADING OF TOPSOIL AND PLANTING SOIL MIXES

1. Place approved soil mixes after Consulting Engineer has accepted subgrade.
2. Spread soil mixes in uniform layers not exceeding 150 mm, over unfrozen subgrade free of standing water.
3. Spread topsoil to following minimum depths after settlement and compaction: 150 mm for all seeded and sodded areas.
4. Spread planting soil to following minimum depths after settlement and compaction: 600 mm for all planting areas as shown on drawings.
5. Manually spread soil mixes around trees and obstacles.

3.4 APPLICATION OF FERTILIZER

1. Mix fertilizer thoroughly to full depth of topsoil. Do not apply fertilizer to planting soil mix.

3.5 FINISH GRADING

1. Grade to eliminate rough spots and low areas and ensure positive drainage. Prepare loose friable bed by means of cultivation and subsequent raking.
2. Ensure finished grades conform to approved grading plans.
3. Consolidate topsoil to leave surfaces smooth, uniform and firm against deep foot printing.

3.6 ACCEPTANCE

1. The Consultant will inspect topsoil in place and determine acceptance of material, depth of topsoil and finish grading.

3.7 SURPLUS MATERIAL

1. Dispose of materials not required off site.

END OF SECTION

1. GENERAL 1. GENERAL REQUIREMENTS

1. Conform to Sections of Division 1 as applicable.

2. RELATED WORK

1. Topsoil and Finish Grading - Section 02920.

3. SCHEDULING

1. Seed after frost has left ground and before June 1.

2. PRODUCTS 1. SEED

1. Canada 'Certified' seed, in accordance with Government of Canada 'Seeds Act' and 'Seeds Regulations'.
2. In packages individually labelled in accordance with 'Seeds Regulations' and indicating name of supplier, seed mix content, germination rate, and date bagged.
3. Seed Mix #1:

40%	Turf-Type Perennial Ryegrass
30%	Turf-Type Tall Fescue
30%	Kentucky Bluegrass
15%	Hard Fescue

Seed at rate of 6 lbs. /1000 square feet.
Supplier: Ontario Seed Company, Waterloo, ON.
Phone: (519) 886-0557.

2. WATER

1. Potable, available on site.

3. FERTILIZER

1. To Canada 'Fertilizers Act' and 'Fertilizers Regulations'.
2. Complete synthetic, slow release with minimum 50% of nitrogen content in urea formaldehyde form.
3. Fertilizer as required by soils test per Section 02920 – Topsoil and Finish Grading.

3. EXECUTION 1. WORKMANSHIP

1. Do not perform work under adverse field conditions such as frozen soil, excessively wet or dry soil or soil covered with snow, ice or standing water.

2. SEED BED PREPARATION

1. Verify finished grades are correct and have been accepted by Consulting Engineer per approved grading plans.
2. Prepare surfaces per Section 02920 - Topsoil and Finish Grading.
3. Remove dead vegetation prior to seeding.
4. Lightly cultivate area to 25 mm depth immediately prior to seeding.

3. FERTILIZING PROGRAM

1. If required by the soils test per Section 02920 – Topsoil and Finish Grading, apply one application at the time of seeding at the rate specified in the soils test.
2. Spread half of required amount of fertilizer in one direction and remainder at right angles and water in well.
3. Additional fertilizer applications may be required to properly establish turf. This is to be determined by consultant.

4. SEED PLACEMENT

1. Use 'Brillion' type mechanical landscape seeder which accurately places seed at specified rate, and rolls in single operation.
2. Sow seed uniformly at rates outlined in 2.1.3.
3. Sow half of required amount of seed in one direction and remainder and right angles.
4. Protect seeded areas against damage with snow fence hoarding as deemed necessary by Owner.

5. MAINTENANCE DURING ESTABLISHMENT PERIOD

1. Perform the following operations from time of seeding to time of acceptance:

1. Water seeded area to maintain optimum soil moisture level for germination and continued growth of grass. Control watering to avoid washouts.
2. Repair and reseed dead or bare spots to allow establishment of seed prior to acceptance.
3. Fertilize per 3.3 above.
4. Cut grass to 65 mm when it reaches a height of 90 mm. Remove clippings that will smother grassed areas. A minimum of two mowings is required. Additional mowings may be required to meet the requirements of this Section at no additional cost to the Owner.
5. Eliminate all weeds by manual or mechanical means.
6. Damage resulting from erosion, washout, or any other cause shall be repaired immediately by the Contractor at no additional cost to the Owner.
7. Check the site for broken branches, leaves, paper and similar material to keep the area reasonably clean at all times. Remove all extraneous material from the site. No material shall be burned on the site. Paved areas and lawns shall be kept clean at all times.

6. ACCEPTANCE

1. Seeded areas will be accepted by the Consultant provided that:
 1. Areas are uniformly established without eroded, bare or dead spots.
 2. Seeded areas have been cut within 24 h prior to acceptance.
 3. Areas seeded in fall will be accepted in the following spring, one month after start of growing season provided acceptance conditions are fulfilled.
 4. Areas have been maintained weed free.
 5. Plants are healthy, dense, well-rooted, of good colour and in a vigorous growing condition.
 6. All areas have been fertilized per 3.3 above.

7. WARRANTY

1. Seeded areas shall be guaranteed for one (1) year after acceptance.

2. Only seed which is rooted in place and exhibiting vigorous healthy growth at the time of inspection will be deemed to have met the terms of the warranty.
3. Seeded areas which show deterioration, bare spots, or failure to take root and thrive, shall be re-seeded and maintained for an additional sixty (60) days of growing season according to all the requirements as described in this section. The additional sixty (60) days shall be carried over into the following growing season where required.

END OF SECTION

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1. Division One, General Requirements, is a part of this Section and shall apply as if repeated here.

1.2 STORAGE

1. Materials shall be protected from damage and kept dry during delivery and while stored at job site.
2. Do not store materials in areas where glazing is not complete or concrete completely dry.

1.3 STANDARDS

1. Materials and workmanship shall conform to the requirements of the Ontario Building Code as currently amended.

PART 2 PRODUCTS

2.1 MATERIALS

1. Sawn lumber shall be No. 2 spruce, pine or fir of best merchantable lumber, straight and sized, shaped to the correct dimensions from the nominal sizes noted on the drawings and specified herein. Lumber shall be well-seasoned stock, free from large loose resinous knots, shake, waned edges, splits, dry rot or other defects which would impair its strength or durability.
2. Moisture content of all lumber for rough carpentry, at time of building-in, shall not exceed 17%.
3. Wood Preservative: C.C.A. (chromium copper arseniate) by "Wolmanized".
4. Rough Bucks, Battens, Blocking, Framing: Eastern Spruce, Jack Pine or Fir No. 2 or better.
5. Exterior Rough Bucks Batten Blocking, Framing and Plywood and Interior Wood Attached to Masonry or Concrete: Jack Pine No. 2 or better "Wolmanized" pressure treated wood conforming to C.S.A. 081.1-M1983. Sizes as indicated on drawings and/or as required. All pressure treated lumber shall bear the trademark "Wolmanized" and bear a mark certifying conformance with AWPB Standard LP-2 or LP-22.
7. Fire Retardant Lumber: to be CSA 080.20 DRICON FRT Lumber and plywood distributed by J. Brewer (Canada) Ltd; (519) 621-7701. Sizes as indicated on drawings and/or as required.

8. Grounds, Nailing Strips, Strapping, Furring: Eastern Spruce or Jack Pine Construction Grade allowing 10% to 15% standard grade.
9. Plywood Sheathing: Construction grade and paint grade good one side fir plywood sheathing, exterior type, conforming to C.S.A. 0121-M1978. Square edge or T&G as required.
10. Galvanized Nails and Spikes, Carriage Bolts, Screws and Washers: Hot dipped galvanized nails and spikes for exterior work and mill galvanized for interior work.
11. Nails, Spikes and Staples: To C.S.A. B111-1974, plain finish. Use spiral thread nails.
12. Adhesive: Waterproof wood adhesive.

PART 3 EXECUTION

3.1 WORKMANSHIP

1. Work shall be executed by skilled mechanics according to best practice, as specified herein and indicated on drawings.
2. Lay out work carefully and to accommodate work of other trades. Accurately cut and fit, erect in proper position, true to dimensions, align, level, square, plumb, adequately brace and secure permanently in place.
3. Bore holes for bolted work true to line and same size as bolts, drive into place for snug fit, use plate or washer to prevent nut from bearing directly on wood, and turn up nuts, bolts and lag screws tight at time of installation and again immediately before being concealed with other work or at completion of work.
4. Give painter sufficient notice so that untreated or unprimed carpentry items or materials shall be primed immediately upon delivery to site.
5. Co-operate with others engaged in work on the building to the end that proper unity of action will assure the orderly progress of the work. Do necessary boxing and protecting of sills, jambs, corners, and the like. Construct scaffold, ramps, and other temporary staging necessary.

3.2 WOOD PRESERVATIVE

1. Treat fresh cut ends of pressure-treated Jack Pine with two coats of end preservative.

3.3 ROUGH HARDWARE

1. Supply rough hardware such as nails, bolts, nuts, washer, screws, clips, strap iron, and hardware for temporary enclosures.

3.4 ROOF CURBS, BASES AND SUPPORTS

1. Construct pressure treated wood roof curbs for ventilation ducts, fan bases, etc., as detailed or required by other trades. Construct suitable approved pads to receive duct supports. Note tops of all curbs for roof top units shall be a minimum 14" (350 mm) above finished roof surface.

3.5 ROUGH BUCKS, GROUNDS, BLOCKING, STRAPPING, FURRING

1. Furring, blocking or strapping indicated is not to be regarded as exact or complete. Location and methods of securing these pieces to option of Contractor. Provide adequate nailing.
2. Cut grounds and screeds in long lengths as practical with square ends. Erect to create true, plumb planes and fasten rigidly in place.
3. Provide minimum 2" x 4" (38 mm x 89 mm) blocking as necessary for attachment of base, trim, cabinets, fixtures, hardware, miscellaneous specialties, equipment and the like unless indicated otherwise. Cut ends square and fasten rigidly to building structure.
4. Rough bucks shall be minimum 2" (38 mm) thick wood of width indicated, set straight, true and plumb, braced and fastened securely in place.
5. For general strapping, set treated wood strips vertically spaced 16" (400 mm) on centre, unless otherwise indicated. Shim so faces form a true plane. Provide intermediate horizontal strapping at all joints to wall finishes applied over grounds.

3.6 FRAMING

1. Frame walls, partitions, roofs, platforms, etc., as indicated. Note: metal studs supplied and installed under Section 09110 – Metal Stud and Ceiling Suspension Systems.
2. Set wood joists 16" (400 mm) o.c. unless otherwise noted, using a single bottom plate and double top plates. Double studs at openings and triple at corners and partition intersections. Provide one row of horizontal bridging of same material as studs.

3.7 BLOCKING

1. Provide minimum 2 x 4 (38 mm x 89 mm) blocking or size as required for secure attachment of base, trims, cabinets, fixtures, miscellaneous specialties, equipment etc. and the like unless specified otherwise. Cut ends square and fasten rigidly to building structure. Coordinate blocking requirements with work of sections listed in 1.4 of this section.

3.8 FIRE RETARDANT WOOD

1. Electric and Telephone Backboards and Panel Boards: Supply and install 19 mm thick backboards and panel boards, fire pressure treated, fir plywood. Consult electrical drawings for locations and requirements. Provide wood strapping as required. Fasten to wall using fasteners and spacing suitable to wall type to provide secure, sturdy installation which will carry equipment load without damaging.

END OF SECTION