

**McLean Centre Renovation  
Contract # 2018-02**

**Bid Documents**

## **LIST OF CONSULTANTS**

- B+H Architects - Design & Executive Architect
- Entuitive Corporation - Structural
- Mulvey & Banani - Electrical
- The Mitchell Partnership - Mechanical
- LRI Consulting Engineers - Code

No.	Title	Date	Consultant	Page Nos.
<b>PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP</b>				
<b>Introductory Information</b>				
00 00 01	TITLE PAGE	January 12, 2018		1 Only
00 01 05 (R0)	LIST OF CONSULTANTS	January 12, 2018		1 Only
00 01 10 (R0)	TABLE OF CONTENTS	January 12, 2018		1 thru 5
00 01 15 (R0)	LIST OF DRAWINGS	January 12, 2018		1 and 2
<b>Procurement Requirements</b>				
00 11 13 (R0)	ADVERTISEMENT FOR BIDS	January 12, 2018		1 Only
00 11 54 (R0)	NOTICE OF "NO SUBMISSION"	January 12, 2018		1 Only
00 11 55 (R0)	POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES	January 12, 2018		1 Only
00 11 56 (R0)	BID EVALUATION TABLE(S)	January 12, 2018		1 and 2
00 21 13 (R0)	INSTRUCTIONS TO BIDDERS	January 12, 2018		1 thru 17
00 24 13 (R0)	SCOPE OF WORK	January 12, 2018		1 and 2
00 30 00 (R0)	AVAILABLE INFORMATION	January 12, 2018		1 Only
00 41 13 (R0)	BASE BID FORM	January 12, 2018		1 thru 3
00 43 13 (R0)	SUPPLEMENTARY BID FORM	January 12, 2018		1 thru 6
<b>Contracting Requirements</b>				
*00 70 00	"AGREEMENT BETWEEN OWNER AND CONTRACTOR", "DEFINITIONS" AND "GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT", STANDARD CONSTRUCTION DOCUMENT CCDC 2 – 2008			Not Enclosed
00 71 00 (R0)	AMENDMENTS TO DEFINITIONS	January 12, 2018		1 and 2
00 73 10 (R0)	SUPPLEMENTARY CONDITIONS	January 12, 2018		1 thru 36
<b>SPECIFICATIONS GROUP</b>				
<b>GENERAL REQUIREMENTS SUBGROUP</b>				
<b>1 General Requirements</b>				
01 11 13 (R0)	SUMMARY OF WORK	January 12, 2018		1 Only
01 11 16	WORK BY OWNER	January 12, 2018		1 Only
01 20 00 (R0)	PRICE AND PAYMENT PROCEDURES	January 12, 2018		1 thru 4
01 30 00 (R0)	ADMINISTRATIVE REQUIREMENTS	January 12, 2018		1 thru 13
01 40 00 (R0)	QUALITY REQUIREMENTS	January 12, 2018		1 thru 4
01 50 00 (R0)	TEMPORARY FACILITIES AND CONTROLS	January 12, 2018		1 thru 7
01 60 00 (R0)	PRODUCT REQUIREMENTS	January 12, 2018		1 thru 4
01 70 00 (R0)	EXECUTION AND CLOSEOUT REQUIREMENTS	January 12, 2018		1 thru 5

No.	Title	Date	Consultant	Page Nos.
<b>FACILITY CONSTRUCTION SUBGROUP</b>				
<b>2 Existing Conditions</b>				
<b>SITE AND INFRASTRUCTURE SUBGROUP</b>				
<b>3 Concrete</b>				
<b>4 Masonry</b>				
<b>5 Metals</b>				
<b>6 Wood, Plastics and Composites</b>				
<b>9 Finishes</b>				
<b>13 Special Construction</b>				

A	B+H Architects	Design & Executive Architect (A)
M	The Mitchell Partnership	Mechanical (M)
E	Mulvey & Banani	Electrical (E)
C	LRI Consulting Engineers	Code (C)
S	Entuitive Corporation	Structural (S)

END OF SECTION

**PART 1 - GENERAL**

**1.1. ARCHITECTURAL DRAWINGS**

1.1.1. Architectural Drawings forming part of the Contract Documents are those listed as Drawings No. A001, A002, A101, A102, A201, A202, A401, A402, A501 dated (December 20, 2017) with the following statement in the revision column:

1.1.1.1. "Issued for Bid".

**1.2. MECHANICAL DRAWINGS \***

Mechanical Drawings forming part of the Contract Documents are those listed on Drawing No. M100, M200 dated December 18, 2017) with the following statement in the revision column:

1.2.1.1. "Issued for Bid".

**1.3. STRUCTURAL\***

1.3.1. Structural Drawings forming part of the Contract Documents are those listed as Drawings No's. S001, S010, S200 dated (December 18, 2017) with the following statement in the revision column:

1.3.1.1. "Issued for Bid".

**1.4. ELECTRICAL DRAWINGS \***

1.4.1. Electrical Drawings forming part of the Contract Documents are those listed as Drawing No's. D1-1, E1-2, E1-3, E2-1, E3-1, E4-1, E4-1, E5-2, dated (December 20, 2017) with the following statement in the revision column:

1.4.1.1. "Issued for Bid".

**1.8 REFERENCE DRAWINGS**

1.8.1 The following Drawings are issued with this Contract for reference only. Be responsible for properly assessing the information contained in these reference Drawings which has effect on the Work of this Contract. Consultant and Owner assume no responsibility about their accuracy and/or completeness:

<u>Dwg No.</u>	<u>Drawing Title</u>	<u>Date</u>
	Pre-Renovation Hazardous Materials	December, 2017
	Building Material Survey	

END OF SECTION

**NOTICE TO RESPONDENTS**

Bid No. 2018-02

**To Unionized Contractors to bid on providing all materials, equipment labour and supervision for McLean Centre Renovation Project.**

Please review the attached document and submit your Bid to the address noted below by the closing deadline of **2:00 pm (local Toronto time) on: Thursday, February 1, 2018.**

**Responses will not be considered unless:**

Received by the date and time specified above; and  
Received at the address specified below.

Submission by facsimile or e-mail is not acceptable.

**Information and/or site meeting requirements:**

	<b>Friday, January 19, 2018 (MEET AT FRONT ENTRANCE - DUNDAS STREET 10:00 AM LOCAL TIME)</b>
<b>Deadline for Questions (must be in writing):</b>	<b>Friday, January 26, 2018 @ 10:00 am.</b>
<b>Contact:</b> Kevin Pu: B+H Architects (e-mail) <a href="mailto:kevin.pu@bharchitects.com">kevin.pu@bharchitects.com</a> Phone #:416-596-2299 ext. 5238	

The following information must be provided on the submission document envelope:

<b>COMPANY NAME:</b>	
<b>Bid No.:</b>	<b>2018-02</b>
<b>CLOSING DEADLINE: 2:00 PM (local Toronto time)</b>	<b>Thursday, February 1, 2018</b>
<b>DELIVER TO:</b>	<b>Iain Hoadley</b> General Manager, Logistics and Art Services 317 Dundas Street, West Toronto, Ontario, M5T 1G4 <b>Shipping Dock – Off McCaul Street</b>

The AGO will not be held responsible for submission documents submitted in envelope(s) that are not labelled in accordance with the above instructions.



Bid#	2018-02
CLOSING DATE:	Thursday, February 1, 2018

**IMPORTANT - PLEASE READ THIS**

It is important to the Art Gallery of Ontario to receive a reply from all invited Respondents. There is no obligation to submit a Response; however, should you choose not to submit, completion of this form will assist the AGO in determining the type of services you are interested in submitting a Response in the future.

**INSTRUCTIONS:**

If you are unable, or do not wish to submit a Response to this Bid, please complete the following portions of this form. State your reason for not submitting a Response by checking applicable box(es) or by explaining briefly in the space provided. It is not necessary to return any other Bid documents.

- |  |                                       |
|--|---------------------------------------|
| 1. We do not offer this service.                   | Other reasons or additional comments. |
| 2. We do not offer services to these requirements. |                                       |
| 3. Unable to offer services competitively.         |                                       |
| 4. Cannot handle due to present commitments.       |                                       |
| 5. Quantity/project too large.                     |                                       |
| 6. Cannot meet delivery/completion requirements.   |                                       |
| 7. Licensing restrictions.                         |                                       |

Do you wish to participate in Bids for services in the future? YES \_\_\_\_\_ NO \_\_\_\_\_

For AGO's use only - Do not write in this space.

Company Name:

Address: \_\_\_\_\_

Signature of Company Representative:

Position:

Date:

Tel. No.:

Fax No.:

END OF SECTION



**POLICY TO EXCLUDE BIDS FROM EXTERNAL PARTIES INVOLVED IN THE PREPARATION OR  
DEVELOPMENT OF A SPECIFIC CALL/REQUEST**

**BID NO.** 2018-02

**TITLE:** McLean Centre Renovation Project

**CLOSING:** 2:00 PM (local Toronto time) Thursday, February 1, 2018

To ensure Fair and Equal Treatment in its competitive procurements, the Art Gallery of Ontario will undertake to:

- Disallow bidders / Respondent from submitting a bid to any Bid, Quotation, or Response call in which the bidders / Respondent has participated in the preparation of the call document; and
- A bidder / Respondent who fails to comply will result in disqualification of their response to the call / request.

Did you, the Respondent, assist the Art Gallery of Ontario in the preparation of this Bid call?

Specify:            Yes \_\_\_\_\_            No \_\_\_\_\_

**END OF SECTION**

Detailed Evaluation Table(s)

RESPONDENT'S  
 NAME \_\_\_\_\_

COMPLIANCE WITH MANDATORY SUBMISSION REQUIREMENTS			TOTAL CALCULATED SCORE
CRITERIA	WEIGHT	POINTS AWARDED (0 – 5)	
<b>A) Company Profile, Qualifications, and Experience based on previous projects and references</b>	15		
<b>B) Company's understanding of project objectives</b>	15		
<b>C) Proposed work plan</b>	10		
<b>D) Company completion of at least three (3) projects in comparable class “A” type buildings within the last 3 years with a minimum construction value of at least \$250,000 each.</b> Preference will be given to projects with similar nature and complexity, and include: <u><b>Qualifications:</b></u> <b>Unionized Construction Trades</b> Contractors shall have the following, minimum, qualifications and will be evaluated on: 1. Routinely execute work in class “A” real estate such as; <ul style="list-style-type: none"> <li>• Hospitals;</li> <li>• Laboratories;</li> <li>• Museums or Galleries.</li> </ul> 2. At least 3 projects in excess of \$250 thousand in last 3 years.  Note: Preference will be given to those contractors who have direct and relevant experience in museums and/or art galleries.			
	Project 1	5	
	Project 2	5	
	Project 3	5	
<b>E) Staff</b> Project managers and site superintendents each shall have more than ten (10) years direct experience on class “A” real estate projects.  Provide resumes of qualifications and experience of Project manager and Site superintendent.  Note: Preference will be given to those bidders who have direct experience in museums and/or art galleries.			

Project manager	5		
Site superintendent.	10		
<b>Maximum Technical Score</b>	<b>350</b>		
<b>Bid Price</b>	<b>50</b>		
<b>Total Potential Score</b>	<b>100</b>		
<b>TOTAL WEIGHT</b>		<b>TOTAL SCORE</b>	

**Note: Proponents must achieve a minimum Technical Score of 250 points to be eligible for stage 2 interviews.**

### **CRITERIA FOR EVALUATION SCORES**

#### **SCORING SYSTEM**

0 – No Value: Fails to address the component.

1 – Poor: Minimally addresses the component, but one or more major considerations of the component are not addressed.

2 – Fair: The response addresses the component adequately, but minor considerations may not be addressed.

3 – Good: The response fully addresses the component and provides a good quality solution. Good degree of confidence in the Bidder's response or proposed solution met.

4 – Very Good: All considerations of the component are addressed with a high degree of confidence in the Bidder's response or proposed solution.

5 – Excellent: All considerations of the component are addressed with the highest degree of confidence in the Bidder's response or proposed solution. The response exceeds the requirements in providing a superior response or proposed solution.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

- 1.1.1. Read and conform to the Agreement Between Owner and Contractor, Definitions and General Conditions of the Stipulated Price Contract (CCDC 2 – 2008) (not supplied with Bid Documents package).

### **1.2. INTERPRETATION**

- 1.2.1. In this Bid and in the Agreement, unless the context otherwise necessitates,
- 1.2.1.1. any reference to an officer or representative of the AGO shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
  - 1.2.1.2. a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution thereof or amendment thereof;
  - 1.2.1.3. all amounts are expressed in Canadian dollars and are to be secured and payable in Canadian dollars;
  - 1.2.1.4. all references to time shall be deemed to be references to current time in the AGO;
  - 1.2.1.5. a word importing only the masculine, feminine or neuter gender includes members of the other genders; and a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
  - 1.2.1.6. any words and abbreviations which have well-known professional, technical or trade meanings, are used in accordance with such recognized meanings;
  - 1.2.1.7. all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants; and
  - 1.2.1.8. all index and reference numbers in the Bid or any related AGO documents are given for the convenience of Respondents and such must be taken only as a general guide to the items referred to. It must not be assumed that such numbering is the only reference to each item. The documents as a whole must be fully read in detail for each item.

### **1.3. BID PROCESS TERMS AND CONDITIONS**

- 1.3.1. This Bid process is governed by the terms and conditions in specified herein.

### **1.4. PURPOSE**

- 1.4.1. The purpose of this Bid is to select a qualified Contractor with a proven ability to execute in accordance with the design created by B+H Architects.

### **1.5. SCOPE OF WORK**

- 1.5.1. The project will commence immediately upon award, access to site will be March 20, 2018 and be substantially completed by **May 18, 2018**. Total completion will be end of **May 25, 2018**.
- 1.5.2. The general scope of work will include but not be limited to the following:

- 1.5.2.1. Site protection;
- 1.5.2.2. Demolition;
- 1.5.2.3. Structural steel;
- 1.5.2.4. Mechanical;
- 1.5.2.5. Electrical;
- 1.5.2.6. Floor finishes;
- 1.5.2.7. Drywall;
- 1.5.2.8. Painting;
- 1.5.2.9. Miscellaneous metals

**1.6. TIMELINES**

- 1.6.1. Work will be awarded in 1 phase, at the discretion of the AGO.
- 1.6.2. The following is a schedule to assist Applicants:

	<u>Event</u>	<u>Date</u>
1.6.2.1.	<b>Bid Issuance</b>	<b>Monday, January 15, 2018</b>
1.6.2.2.	<b>Site Meeting (Local time)</b>  (MEET AT MAIN ENTRANCE LOBBY - DUNDAS STREET)	<b>Friday, January 19, 2018 – 10:00 am.</b>
1.6.2.3.	<b>Deadline for Questions</b>	<b>Friday, January 26, 2018 - 10:00 am.</b>
1.6.2.4.	<b>Issuance of Final Addendum</b> (Reply to questions)	<b>Monday, January 29, 2018 - 9:00 am.</b>
1.6.2.5.	<b>Bid Closing (Local Time)</b>	<b>Thursday, February 1, 2018 2:00 pm.</b>
1.6.2.6.	<b>Short List of Bidders for Interviews</b>	Week of <b>February 5, 2018</b>
1.6.2.7.	<b>Bid Qualification and Award</b>	<b>Thursday, February 8, 2018</b>

**1.7. RESPONSE EVALUATION AND SELECTION PROCESS**

1.7.1. Selection Committee:

- 1.7.1.1. All Responses will be evaluated through a comprehensive review and analysis by a Selection Committee, which will include members from the AGO and the architect. The Selection Committee may at its sole discretion retain additional committee members or advisors.
- 1.7.1.2. The aim of the Selection Committee will be to identify up to 3 Contractors which in its opinion meet the AGO's requirements under this Bid and provide the best overall value to the AGO.
- 1.7.1.3. By responding to this Bid, Respondents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

1.7.2. Selection Criteria:

**Response Content**

Company Construction Experience

**Qualifications:**

**Unionized Construction Trades**

Contractors shall have the following, minimum, qualifications and will be evaluated on:

- 1. Routinely execute work in class "A" real estate such as;
  - Hospitals;
  - Laboratories;
  - Museums or Galleries.
- 2. At least 3 projects in excess of \$250,000 in last 3 years.

Note: Preference will be given to those contractors who have direct and relevant experience in museums and/or art galleries.

Company Proposed Team Experience

**Staff**

Project managers and site superintendents each shall have more than ten (10) years direct experience on class "A" real estate projects.

Provide resumes of qualifications and experience of Project manager and Site superintendent.

Note: Preference will be given to those bidders who have direct experience in museums and/or art galleries.

**1.8. OTHER SELECTION CRITERION**

1.8.1. Selection Process:

- 1.8.1.1. The Selection Committee will score the Responses using the evaluation table in Section 00 11 56. If the submission fails any mandatory requirements, the Response will be rejected.
- 1.8.1.2. The Response that achieves the highest Total Score will be ranked first. In the event of a tie Total Score, the Respondent achieving the highest score for its technical portion of the Response will be ranked first overall.

- 1.8.1.3. The AGO reserves the right to cancel this Bid in the event that fewer than three achieve the minimum required total score of 250 points.
- 1.8.2. Schedule of Events:
  - 1.8.2.1. The following outlines the timing of key events in this Bid process:

**REFER TO SECTION 1.6.2 ABOVE**

- 1.8.2.2. This schedule is subject to change and appropriate written notice of any changes will be provided where feasible.
- 1.8.3. Clarifications:
  - 1.8.3.1. As part of the evaluation process, the Selection Committee may make requests for further information with respect to the content of any Response in order to clarify its understanding of the Respondent's response. The clarification process shall not be used to obtain required information that was not submitted at time of close or to promote a particular Respondent.
  - 1.8.3.2. The Selection Committee may request this further information from 1 or more Respondents and not from others.
- 1.8.4. Interviews:
  - 1.8.4.1. A Respondent whose written Response has met or exceeded the minimum score for the technical portion of the Response or has received a high ranking may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm and finalize the score and select the recommended Respondent(s). The AGO reserves the right to interview up to a maximum of 5 top ranked Respondents. The Selection Committee may interview any Respondent(s) without interviewing others, and the AGO will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.
  - 1.8.4.2. The representatives designated by the Selection Committee in its invitation to the Respondent must attend any interview scheduled as part of this evaluation process unless the AGO agrees otherwise in writing and at its sole discretion.
  - 1.8.4.3. The representative of a Respondent at any interview scheduled is expected to be thoroughly versed and knowledgeable with respect to the requirements of this Bid and the contents of its Response, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in any resulting Agreement.
  - 1.8.4.4. Where the staff team proposed by the Respondent is an important element in the selection criteria, the key staff team proposed (Project Manager and Superintendent) shall be present for the interviews.
  - 1.8.4.5. No Respondent will be entitled to be present during, or otherwise receive any information regarding, any interview with any other Respondent.
  - 1.8.4.6. Refusal of a Respondent to participate in an interview/demonstration requested by the AGO may, in the AGO's sole discretion, be considered a failure of the Respondent to comply with a Mandatory Requirement of the Bid and thus subject to disqualification.
- 1.8.5. Evaluation Results:
  - 1.8.5.1. Upon conclusion of the evaluation process, a final recommendation will be made by the Selection Committee to the appropriate AGO staff member.
  - 1.8.5.2. Response evaluation results shall be the property of the AGO and are not subject to Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Evaluation results however, may be subject to public release.

1.8.6. Negotiations and Agreement:

- 1.8.6.1. The award of any Agreement will be at the absolute discretion of the AGO. The selection of a recommended Respondent will not oblige the AGO to negotiate or execute an Agreement with that recommended Respondent.
- 1.8.6.2. Any award of an Agreement resulting from this Bid will be in accordance with the policies and procedures of the AGO.
- 1.8.6.3. The AGO shall have the right to negotiate on such matter(s) as it chooses with the recommended Respondent without obligation to communicate, negotiate, or review similar modifications with other Respondents. The AGO shall incur no liability to any other Respondent as a result of such negotiation or alternative arrangements.
- 1.8.6.4. During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Respondent, all staff and sub-consultants provided by it and the AGO may be settled and the issues concerning implementation may be clarified.
- 1.8.6.5. If the Agreement requires AGO Board approval, then the final Agreement must contain terms and conditions substantially as set out by the AGO Board report authorizing the Agreement. Any Agreement will incorporate as schedules or appendices such part of the Bid (including addenda) and the Response submitted in response thereto as are relevant to the provision of the goods and/or services.
- 1.8.6.6. The terms and conditions set out in 00 21 13 shall be incorporated in any Agreement entered into with the recommended Respondent. These terms and conditions are mandatory and are not negotiable. Any Respondent wishing to request that the AGO consider any changes to the terms and conditions set out in 00 21 13 must follow the process outlined in paragraph 1.10.5 herein.
- 1.8.6.7. If any Agreement cannot be negotiated within 30 business days of notification to the recommended Respondent, the AGO may, at its sole discretion, terminate negotiations with that Respondent and negotiate an Agreement with another Respondent or abort the Bid process and not enter into any Agreement with any of the Respondents.

1.8.7. Fair Wage and Hours:

All persons employed by the Successful Bidder and their Subcontractors or in connection with the work shall be paid fair wages and shall have hours in conformity with the latest Fair Wage Schedule of the Province of Ontario, in accordance with the Ministry of Labour. Any infringement of human rights, and those of children in particular, is of considerable concern to the AGO. Vendors wishing to do business with the AGO are asked to confirm that they purchase goods and services, in any country, only from companies that are in full compliance with fair child labour laws, and with rules and regulations related to hiring, wages, hours worked, overtime and working conditions.

**1.9. RESPONSE SUBMISSION REQUIREMENTS**

1.9.1. General Overview:

- 1.9.1.1. The AGO has formulated the procedures set out in this Bid to ensure that it receives Responses through an open, competitive process, and that Respondents receive fair and equitable treatment in the solicitation, receipt and evaluation of their Responses. The AGO may reject the Response of any Respondent who fails to comply with any such procedures.
- 1.9.1.2. Responses are expected to address the Bid content requirements as outlined herein, and should be well ordered, detailed and comprehensive. Clarity of language, adherence to suggested structuring, and adequate accessible documentation is essential to the AGO's ability to conduct a thorough evaluation. The AGO is interested in Responses that demonstrate efficiency and value for money. General marketing and promotional material will not be reviewed or considered.



- 1.9.1.3. The AGO prefers that the assumptions used by a Respondent in preparing its Response are kept at a minimum and to the extent possible, that Respondents will ask for clarification prior to the deadline for Respondent questions rather than make assumptions. Respondents should also review Article 1.10 with respect to asking questions about the Bid. Where a Respondent's assumptions are inconsistent with information provided in the Bid, or so extensive that the total Response cost is qualified, such Respondent risks disqualification by the AGO in the AGO's sole discretion.
- 1.9.2. Response Documentation and Delivery:
- 1.9.2.1. The documentation for each Response:
- 1.9.2.1.1 Must be submitted in a sealed envelope or container (submissions made by fax, telephone, electronic message or telegram will not be accepted) displaying a full and correct return address.
- 1.9.2.1.2 Should be limited to 20 pages (10 sheets printed double sided or 20 sheets printed single-sided, minimum 11 point font, with unlimited appendices.
- 1.9.2.1.3 Should consist of **1 original** (clearly marked as such on its first page) and **1 memory stick**;
- 1.9.2.1.3.1 A Main Response Document as described in the section below titled Response Content, including all attachments and appendices as required. **(Mandatory)**
- 1.9.2.1.3.2 Base Bid Form 00 41 13 completed and signed by an authorized official of the Respondent. This includes the acknowledgement of all addenda received as per paragraph 1.10.4 herein. **(Mandatory)**
- 1.9.2.1.3.3 Supplementary Bid Form completed and signed by an authorized official of the Respondent. This includes the acknowledgement of all addenda received as per paragraph 1.10.4 herein. **(Mandatory)**
- 1.9.2.1.3.4 (Policy to Exclude Bids from External Parties involved in the Preparation or Development of a Specific Call/Request) 00 11 55 completed as indicated **(Mandatory)**
- 1.9.2.1.4 Must include reference and work experience information as per Section 5 subsection 7 Experience with Similar Projects in the Last three Years. See Section 1.9.3.2 **(Mandatory)**
- 1.9.2.1.5 Include staff resumes. **(Mandatory)**
- 1.9.2.1.6 Must include financial, bonding and insurance information as per section 1.9.3.1.7, 1.9.3.1.8, and 1.9.3.1.9.2. **(Mandatory)**
- 1.9.2.1.7 Must be completed in a non-erasable medium and signed in ink.
- 1.9.2.1.8 Must not include:
- 1.9.2.1.8.1 Any qualifying or restricting statements;
- 1.9.2.1.8.2 exceptions to the terms and conditions of the Bid that have not be approved through an addendum; or
- 1.9.2.1.8.3 additional terms or conditions.
- 1.9.2.1.9 Must be delivered no later than the Closing Deadline to:
- Iain Hoadley  
General Manager, Logistics and Art Services

317 Dundas Street, West  
Toronto, Ontario, M5T 1G4

**SHIPPING DOCK OFF McCAUL STREET**

1.9.2.1.10 Delays caused by any delivery service (including Canada Post and courier) shall not be grounds for any extension of the Deadline, and Responses that arrive after the Deadline will not be accepted.

1.9.3 Response Content:

1.9.3.1 The Response shall also contain **Mandatory** information as followings:

- 1.9.3.1.1 Letter of Introduction – Introducing the Respondent and signed by the person(s) authorized to sign on behalf of and to bind the Respondent to statements made in response to this Bid. This should contain the same signature as the person signing the submission forms.
- 1.9.3.1.2 Table of Contents – Include page numbers and identify all included materials in the Response submission.
- 1.9.3.1.3 Subsection 1 – Respondent Profile
- 1.9.3.1.4 To permit the Respondent to be evaluated fully as a viable and sound enterprise, include the following information with respect to the Respondent, and if applicable, for each consortium member.
- 1.9.3.1.5 A profile and summary of corporate history including:
  - 1.9.3.1.5.1. Date company started;
  - 1.9.3.1.5.2. Products and/or services offered;
  - 1.9.3.1.5.3. Total number of full time employees;
  - 1.9.3.1.5.4. Major clients; and
  - 1.9.3.1.5.5. Business partners and the products/services they offer.
- 1.9.3.1.6 A profile and summary of corporate history of any parents or subsidiaries and affiliates and the nature of the Respondent's relationship to them (i.e., research, financing and so on).
- 1.9.3.1.7 Financial Institution Letter: a letter from your financial institution or your auditor providing assurance to the AGO that the Respondent has been and is financially viable and solvent as a going concern; confirmation that the Respondent has the financial capacity to complete this project; and that the undertaking of this project will not put any undue financial burden on the respondent Provide a named reference from your financial institution with phone number.
- 1.9.3.1.8 Bonding Letter: Provide a letter from your Surety Company confirming bonding limits and their ability and willingness to provide your firm a 50% labour and material payment bond and 50% performance bond for a project valued at up to \$400,000 thousand construction cost. Indicate the length of time you have been with this company, and provide a named reference with phone number. If added to the contract price.
- 1.9.3.1.9 Insurance Letter: A letter or other information from your insurance company stipulating to the following:
  - 1.9.3.1.9.1 The Contractor agrees to obtain, maintain and deposit with the AGO a Certificate(s) of Insurance indicating that the AGO is an additional named insured on the policy. The Certificate of

Insurance will indicate that the following insurance policies are being maintained:

- 1.9.3.1.9.2 Comprehensive General Liability insurance policy providing third party bodily and personal injury and property damage coverage in an amount of not less than \$5,000,000.00, per occurrence, indicating that the policy contains a Cross Liability and/or Severability of Interest Clause, protecting each insured to the same extent as if they were separately insured; Non Owned Automobile Liability; Contractual Liability; Completed Operations; Owners and Contractor's Protective Coverage; and Employers' Contingent Liability.
- 1.9.3.1.9.3. All-Risk Property coverage insuring for physical loss or damage to the Work which is in course of construction and at the risk of the Environmental Contractor, in an amount to reflect total replacement cost, including coverage while in transit, for all property on the lands, materials and supplies and tools and equipment of the Environmental Contractor.
- 1.9.3.1.10 Health and Safety Policy: Provide a copy of your firm's official 1 page Health and Safety Policy, in accordance with Ministry of Labour requirements, indicating the date this policy was first implemented in your firm. Do not submit Safety Procedure Manuals. These manuals should be made available upon request by the AGO if awarded the project.
- 1.9.3.1.11 If the Respondent is a member of a consortium, provide a description of the relationship(s) between consortium members. Please note paragraph 1.10.2 herein regarding consortiums and the requirement that there be a single Respondent.
- 1.9.3.2 Subsection 2 – Experience and Qualifications of the Respondent:
- 1.9.3.2.1 It is important that the Work be undertaken by a Respondent who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, complexity, size and scope.
- 1.9.3.2.2 **Qualifications:**
- Unionized Construction Trades.**
- Contractors shall have the following, minimum, qualifications and will be evaluated on:
- 1.9.3.2.1.1 Routinely execute work in class "A" real estate such as;
- Hospitals;
  - Laboratories;
  - Museums or Galleries.
- 1.9.3.2.1.2 At least 3 projects in excess of \$250,000 thousand each in last 3 years for work identified in 1.9.3.2.2.1 above.
- Note: Preference will be given to those contractors who have direct and relevant experience in museums and/or art galleries.
- 1.9.3.2.2 Respondents may include photographs and details to support the 3 relevant projects. Only 3 projects will be evaluated by the Bid reviewing committee. If additional projects are submitted, only the first 3 projects listed will be evaluated.
- 1.9.3.2.3 In providing references, Respondents agree that the AGO can contact the individuals provided as part of the evaluation process. The AGO will make

its own arrangements in contacting the references. Substitution of references will not be permitted after the close of the Bid.

1.9.3.3 Subsection 3 – Proposed Staff Team and Resources:

1.9.3.3.1 It is important that the work be undertaken by a team who can demonstrate specific knowledge of, and experience in performing similar work for projects of comparable nature, size and scope. In particular, the Respondent should provide the following in its Response:

1.9.3.3.1.1 Provide resumes of qualifications and experience of Project manager and Site superintendent. Project managers and site superintendents each shall have more than 5 years direct experience as a project manager or site superintendent, projects of comparable nature, size and scope

1.9.3.3.1.2 Note: The Respondent should submit signed consent forms authorizing the disclosure of personal information to the AGO, or its designated agent(s), for any resumes that are submitted; however, the Respondent will accept all liability if signed consent forms and resumes are not disclosed to the AGO.

1.9.3.3.2 It is important that key project individuals (i.e. major areas of responsibility) be named, with accompanying indication of guaranteed availability. Continuity of key personnel will be required, with a contractual obligation for substitutions only with full written approval of the AGO.

1.9.3.4 Subsection 4– Work plan and Deliverables:

1.9.3.4.1 It is important that the project is started and completed in an efficient and effective manner.

1.9.3.4.1.1 Briefly describe the scheduling methods used by your company. In particular, describe the software used and procedures followed for presentation, monitoring, and updating of the schedule.

1.9.3.4.1.2 Provide a graphic sample of a schedule developed for a previous project, including copies of the schedule as it was updated.

1.9.3.4.1.3 Describe typical methods you might use to compress the overall length of in order to meet a tight deadline.

## 1.10 BID PROCESS TERMS AND CONDITIONS

### 1.10.1 Respondent's Responsibility:

1.10.1.1 It shall be the responsibility of each Respondent:

1.10.1.1.1 To examine all the components of this Bid, including all appendices, forms and addenda;

1.10.1.1.2 To acquire a clear and comprehensive knowledge of the required services before submitting a Response;

1.10.1.1.3 To become familiar, and (if it becomes a successful Respondent) comply, with all of the AGO's Policies and procedures for the project.

1.10.1.1.4 To submit for review and approval any suggested alternatives which are being carried in the bid price prior to finalizing their submission. Alternatives that have not been reviewed and approved prior will not be accepted.

- 1.10.1.2 The failure of any Respondent to receive or examine any document, form, addendum, Agreement or policy shall not relieve the Respondent of any obligation with respect to its Response or any Agreement entered into or Purchase Order issued based on the Respondent's Response.
- 1.10.2 Prime Respondent:
- 1.10.2.1 A Response by a consortium of 2 or more entities may be submitted, but 1 person or company must be shown as the prime Respondent and be prepared to represent the consortium to the AGO by executing the Agreement, acting as the primary contact, and taking overall responsibility for performance of the Agreement.
- 1.10.3 Where a Response is made by a prime Respondent with associate firms working with or under the prime Respondent in either a sub-contracting or consortium relationship, it is required that those associate firms be named in the Response. Contacts and Questions:
- All contact and questions concerning this Bid should be directed in writing to the Architect:**  
**B+H Architects;**  
**Attention: Kevin Pu**  
[kevin.pu@bharchitects.com](mailto:kevin.pu@bharchitects.com)  
Tel: 416 596-2299 ext.5238
- 1.10.3.1 No AGO representative, whether an official, agent or employee, other than those identified "AGO Contacts" are authorized to speak for the AGO with respect to this Bid, and any Respondent who uses any information, clarification or interpretation from any other representative does so entirely at the Respondent's own risk. Not only shall the AGO not be bound by any representation made by an unauthorized person, but any attempt by a Respondent to bypass the Bid process may be grounds for rejection of its Response.
- 1.10.3.2 From and after the date of this Bid until the time of any ensuing contract award, no communication with respect to this matter shall be made by any potential Respondent, or its representatives, including a third-party representative employed or retained by it (or any unpaid representatives acting on behalf of either), to promote its Response or oppose any competing Response, nor shall any potential Respondent, or its representatives, including a third party representative employed or retained by it (or any unpaid representatives acting on behalf of either), discuss the Bid or its Response with any AGO staff, AGO officials or Council member(s), other than a communication with the "AGO Contact" identified on page 1 on this Bid.
- 1.10.4 Addenda:
- 1.10.4.1 If it becomes necessary to revise any part of this Bid, the revisions will be by Addendum posted electronically in Adobe PDF, either directly or through MERX. Respondents and prospective Respondents should monitor that site as frequently as they deem appropriate until the day of the Deadline. Only answers to issues of substance will be posted. The AGO reserves the right to revise this Bid up to the Closing Deadline. When an Addendum is issued the date for submitting Responses may be revised by the AGO if, in its opinion, the AGO determines more time is necessary to enable Respondents to revise their Responses.
- 1.10.4.2 All Respondents must acknowledge receipt of all Addenda in the space provided on the Response Submission Form.
- 1.10.4.3 The AGO will make reasonable efforts to issue the final Addendum (if any) no later than 2 days prior to the Deadline.
- 1.10.5 Exceptions to Mandatory Requirements, Terms and Conditions: If a Respondent wishes to suggest a change to any mandatory requirement, term or condition set forth in any part of this Bid, it should notify the AGO in writing not later than the deadline for questions. The Respondent must clearly identify any such requirement, term or condition, the proposed change and the reason for it. If the AGO wishes to accept the proposed change, the AGO will issue an Addendum as described in the article above titled

Addenda. The decision of the AGO shall be final and binding, from which there is no appeal. Changes to mandatory requirements, terms and conditions that have not been accepted by the AGO by the issuance of an Addendum are not permitted and any Response that takes exception to or does not comply with the mandatory requirements, terms and conditions of this Bid will be rejected.

1.10.6 Omissions, Discrepancies and Interpretations: A Respondent who finds omissions, discrepancies, ambiguities or conflicts in any of the Bid documentation or who is in doubt as to the meaning of any part of the Bid should notify the AGO in writing not later than the deadline for questions. If the AGO considers that a correction, explanation or interpretation is necessary or desirable, the AGO will issue an Addendum as described in the article above titled Addenda. The decision and interpretation of the AGO shall be final and binding, from which there is no appeal. No oral explanation or interpretation shall modify any of the requirements or provisions of the Bid documents.

1.10.7 Incurred Costs:

1.10.7.1 The AGO will not be liable for, nor reimburse, any potential Respondent or Respondent, as the case may be, for costs incurred in the preparation, submission or presentation of any Response, for interviews or any other activity that may be requested as part of the evaluation process or the process for the negotiation or execution of an Agreement with the AGO, as the case may be.

1.10.7.2 The rejection or non-acceptance of any or all Responses shall not render the AGO liable for any costs or damages to any firm that submits a Response.

1.10.8 Post-Submission Adjustments and Withdrawal of Responses:

1.10.8.1 No unilateral adjustments by Respondents to submitted Responses will be permitted.

1.10.8.2 A Respondent may withdraw its Response at any time prior to the Deadline by notifying the AGO designated in this Bid in writing on company letterhead or in person, with appropriate identification. Telephone and e-mail requests will not be considered.

1.10.8.3 A Respondent who has withdrawn a Response may submit a new Response, but only in accordance with the terms of this Bid.

1.10.8.4 After the Deadline each submitted Response shall be irrevocable and binding on Respondents for a period of 120 days.

1.10.8.5 If the AGO makes a request to a Respondent for clarification of its Response, the Respondent will provide a written response accordingly, which shall then form part of the Response.

1.10.9 No Collusion: No Respondent may discuss or communicate about, directly or indirectly, the preparation or content of its Response with any other Respondent or the agent or representative of any other Respondent or prospective Respondent. If the AGO discovers there has been a breach at any time, the AGO reserves the right to disqualify the Response or terminate any ensuing Agreement.

1.10.10 Prohibition against Gratuities:

1.10.10.1 No Respondent and no employee, agent or representative of the Respondent, may offer or give any gratuity in the form of entertainment, participation in social events, gifts or otherwise to any officer, director, agent, appointee or employee of the AGO in connection with or arising from this Bid, whether for the purpose of securing an Agreement or seeking favourable treatment in respect to the award or amendment of the Agreement or influencing the performance of the Agreement, including without restriction enforcement of performance standards, or expressing appreciation, or providing compensation, for the award of an Agreement or for performance of the AGO's obligations thereunder or for conferring favours or being lenient, or in any other manner whatsoever.

1.10.10.2 If the AGO determines that this article has been breached by or with respect to a Respondent, the AGO may exclude its Response from consideration, or if an Agreement has already been entered into, may terminate it without incurring any liability.

1.10.11 Acceptance of Responses:

- 1.10.11.1 The AGO shall not be obliged to accept any Response in response to this Bid.
- 1.10.11.2 The AGO may, without incurring any liability or cost to any Respondent:
  - 1.10.11.2.1 Accept or reject any or all Response(s) at any time;
  - 1.10.11.2.2 Waive immaterial defects and minor irregularities in any Responses;
  - 1.10.11.2.3 Modify and/or cancel this Bid prior to accepting any Response;
  - 1.10.11.2.4 Award a contract in whole or in part.
- 1.10.11.3 The AGO is relying on the experience and expertise of the Respondent. The AGO reserves the right to disqualify any Respondent who has given inaccurate, incomplete, false or misleading information in the sole opinion of the AGO.

1.10.12 Verification:

- 1.10.12.1 The AGO reserves the right to verify with any Respondent or with any other person any information provided in its Response but shall be under no obligation to receive further information.
- 1.10.12.2 If, in the opinion of the AGO, any Respondent has clearly misinterpreted the services or underestimated the hours or value of the services to be performed as reflected in its Response content and submitted price/fees, or all or any or any combination of them, then the AGO may reject its Response as not representative of the scope of the services).

1.10.13 Unbalanced Bids (In this paragraph "Bid" refers to the Response):

- 1.10.13.1 The AGO may reject a bid if it determines, in its sole discretion, that the bid is materially imbalanced.
- 1.10.13.2 A bid is materially imbalanced when:
  - 1.10.13.2.1 It is based on prices which are significantly less than cost for some items of work and prices which are significantly overstated in relation to cost for other items of work; and
  - 1.10.13.2.2 The AGO had determined that the Response may not result in the lowest overall cost to the AGO even though it may be the lowest submitted bid; or
  - 1.10.13.2.3 It is so unbalanced as to be tantamount to allowing an advance payment.

1.10.14 Conflicts of Interest:

- 1.10.14.1 In its Response, the Respondent must disclose to the AGO any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the AGO may, at its discretion, refuse to consider the Response.
- 1.10.14.2 The Respondent must also disclose whether it is aware of any AGO employee, or Trustee of the AGO having a financial interest in the Respondent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the AGO may, at its discretion, refuse to consider the Response or withhold the awarding of any Agreement to the Respondent until the matter is resolved to the AGO's sole satisfaction.
- 1.10.14.3 If, during the Response evaluation process or the negotiation of the Agreement, the Respondent is retained by another client giving rise to a potential conflict of interest, then the Respondent will so inform the AGO. If the AGO requests, then the Respondent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.
- 1.10.14.4 Respondents are cautioned that the acceptance of their Response may preclude them from participating as a Respondent in subsequent projects where a conflict of interest may arise. The successful Respondent for this project may participate in subsequent/other AGO

projects provided the successful Respondent has satisfied pre-qualification requirements of the AGO, if any, and in the opinion of the AGO, no conflict of interest would adversely affect the performance and successful completion of an Agreement by the successful Respondent.

- 1.10.15 Ownership and Confidentiality of AGO-Provided Data: All correspondence, documentation and information provided by AGO staff to any Respondent or prospective Respondent in connection with, or arising out of this Bid, the Services or the acceptance of any Response:
- 1.10.15.1 Is and shall remain the property of the AGO;
  - 1.10.15.2 Must be treated by Respondents and prospective Respondents as confidential;
  - 1.10.15.3 Must not be used for any purpose other than for replying to this Bid, and for fulfillment of any related subsequent Agreement.
- 1.10.16 Ownership and Disclosure of Response Documentation:
- 1.10.16.1 The documentation comprising any Response submitted in response to this Bid, along with all correspondence, documentation and information provided to the AGO by any Respondent in connection with, or arising out of this Bid, once received by the AGO:
    - 1.10.16.1.1 Shall become the property of the AGO and may be appended to the Agreement and/or Purchase Order with the successful Respondent;
  - 1.10.16.2 Each Respondent's name at a minimum shall be made public.
- 1.10.17 Intellectual Property Rights: Each Respondent warrants that the information contained in its Response does not infringe any intellectual property right of any third party and agrees to indemnify and save harmless the AGO, its staff and its consultants, if any, against all claims, actions, suits and proceedings, including all costs incurred by the AGO brought by any person in respect of the infringement or alleged infringement of any patent, copyright, trademark, or other intellectual property right in connection with their Response.
- 1.10.18 Failure or Default of Respondent:
- 1.10.18.1 If the Respondent, for any reason, fails or defaults in respect of any matter or thing which is an obligation of the Respondent under the terms of the Bid, the AGO may disqualify the Respondent from the Bid and/or from competing for future Bids or Bid issued by the AGO for a period of 1 year. In addition, the AGO may at its option either:
    - 1.10.18.1.1 Consider that the Respondent has withdrawn any offer made, or abandoned the Agreement if the offer has been accepted, whereupon the acceptance, if any, of the AGO shall be null and void; or
    - 1.10.18.1.2 Require the Respondent to pay the AGO the difference between its Response and any other Response which the AGO accepts, if the latter is for a greater amount and, in addition, to pay the AGO any cost which the AGO may incur by reason of the Respondent's failure or default, and further the Respondent will indemnify and save harmless the AGO, its officers, employees and agents from all loss, damage, liability, cost, charge and expense whatever which it, they or any of them may suffer, incur or be put to by reason of such default or failure of the Respondent.
- 1.10.19 Quasi-Criminal/Criminal Activity of a Respondent: The AGO may reject a Response or Respondent if the AGO:
- 1.10.19.1 Confirms that the Respondent or any individual that owns, directs, or controls the Respondent has been charged with or convicted of an offence under the Criminal Code, an offence as defined in the Provincial Offences Act, or an offence pursuant to similar laws outside of Ontario;
  - 1.10.19.2 Determines that this charge or conviction is material to the given procurement; and



- 1.10.19.3 Determines that, in light of this charge or conviction, awarding to that Bidder could compromise the delivery of the goods or services or would otherwise undermine the business reputation of the AGO or the public's confidence in the integrity of the call process.
- 1.10.20 **Publicity:** The Respondent and its affiliates, associates, third-party service providers, and Subcontractors shall not release for publication any information in connection with this Bid or any Agreement without prior written permission of the AGO.
- 1.10.21 **Governing Law:** This Bid and any Response submitted in response to it and the process contemplated by this Bid including any ensuing Agreement shall be governed by the laws of the Province of Ontario. Any dispute arising out of this Bid or this Bid process will be determined by a court of competent jurisdiction in the Province of Ontario.
- 1.10.22 Mandatory Bid Submission Requirements:**
- 1.10.22.1 Base Bid Form (Signed and Sealed)**
  - 1.10.22.2 Supplementary Bid Form (Signed and Sealed)**
  - 1.10.22.3 Policy to Exclude Bids from External Parties**
  - 1.10.22.4 References and Work Experience**
  - 1.10.22.5 Staff Resumes**
  - 1.10.22.6 Financial Institution Letter**
  - 1.10.22.7 Bonding Letter – confirms bonding limits and agreement to bond if executed by Owner**
  - 1.10.22.8 Insurance Letter (Agreement to Provide)**
    - 1.10.22.8.1 Comprehensive GL Insurance (not less than \$5. M per occurrence)**  
**Note: Insurance letter suffices, insurance coverage if policy not submitted.**
  - 1.10.22.9 Company Approved Health and Safety Policy (1 page).**

**END OF SECTION**

---

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

#### **1.1.1. Read and conform to:**

- 1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.

### **1.2. SUMMARY**

### **1.3. WORK INCLUDED IN THE SCOPE OF WORK:**

#### **1.3.1. The Work included in this Section shall comprise the provision of all necessary labour, materials, tools, equipment, hoisting, insurance, bonds, taxes, licenses, permits, safety equipment, scaffolding, general requirements, competent supervision, office management, and all else necessary or required for the proper execution of the Work in accordance with the full intent of the drawings, specifications, and preliminary construction schedule, including the scope of work, and shall include, but not necessarily be limited to, the following:**

- 1.3.1.1. All work and responsibility in accordance with the plans and specifications, as prepared by but not limited to, B+H Architects, Mulvey & Banani, Entuitive, The Mitchell Partnership. All work is to be in accordance with the issued Specifications and demolition drawings, as per the enclosed drawing list, unless specifically noted otherwise.
- 1.3.1.2. All specification references to “Contractor” shall also mean “Trade Contractor”.
- 1.3.1.3. It is intended that Work supplied under the Specifications shall be complete in every detail for the purpose required. This Contract shall include by the Contractor, material not herein mentioned, but which may be found necessary to complete or perfect any portion of Work in accordance with requirements of the this Specification.
- 1.3.1.4. Bidders must recognize that drawings are not necessarily complete or coordinated with all disciplines, and show the general design intent. The bidders are to include all cost to provide this design intent.
- 1.3.1.5. All Contractors, sub-contractors and tradesmen must understand, that a portion of the park as determined by the Contractor’s work phasing plan will remain partially open for use by the public during construction. Provide for safety of park users and comply with the Occupational Health and Safety Act and Construction Regulations.
- 1.3.1.6. Complete all demolition work as noted on the architectural, structural, mechanical, electrical, civil, and landscape drawings, including but not necessarily limited to the removal and disposal of: concrete slab, structural elements, footings, columns, concrete pads, concrete topping, steel deck, floor framing, existing interior partitions and ceilings, floors and floor coverings, shafts, mechanical, sprinkler and electrical components, etc. Provide new openings in walls and in slabs as indicated on the drawings.
- 1.3.1.7. Demolition work indicated on the demolition drawings. Refer to the part plan details, and not the key plans.
- 1.3.1.8. Provide all permits, pay duty police officers, traffic control devices, flagmen, delineators, signage, barriers, and the like, as required, in accordance with governing authorities’ requirements.
- 1.3.1.9. Provide all layouts from principal reference lines and main elevations, namely a benchmark and two intersecting base lines provided by others, to the correct lines and levels for all work of this Contract.

- 1.3.1.10. Provide for all overtime and out of hours working as required and necessary to meet the requirements of the schedule, site restrictions and as specified so as not to delay other trades.
- 1.3.1.11. Provide all rough and final clean-up for the work of this Contract, including the clean-up and disposal, by approved means, of all liquids used in the construction process. For the purposes of this Contract final clean-up shall be deemed to be "leaving the work broom clean to the satisfaction of the Owner unless specified otherwise".
- 1.3.1.12. Comply with all insurance requirements.
- 1.3.1.13. Comply with all health, welfare, safety provisions and procedures.
- 1.3.1.14. Comply with all dust and noise control and abatement provisions, procedures, and City bylaws.
- 1.3.1.15. Comply with all fire protection and fire watch provisions and procedures.
- 1.3.1.16. All work of this section is to be carried out in conjunction and in coordination with the Work of other Trade Contractors.
- 1.3.1.17. Provide all Project close-out requirements and deficiency rectifications prior to the issuance of Certificate of Substantial Performance.

**1.4. WORK NOT INCLUDED IN THE SCOPE OF WORK:**

1.4.1. COMMENTS:

- 1.4.1.1. Subject to vibration control.

**END OF SECTION**

00 31 13 (R0) Preliminary Schedules

00 31 13.13 Preliminary Project Schedule

## **1.1 Project Schedule**

1.1.1 The Contractor is required to commence mobilization on site of the project no later than March 20, 2018 from date of award of Contract.

1.1.2 Within one (1) week from date of the award of the project, the Contractor shall provide to the Owner the final detailed construction and procurement schedule for the project that shall be in full compliance to the Owner's required date for substantial and Total Completion as identified in 1.1.3.

**1.1.3 The Project shall be substantially completed by not later than May 18, 2018 and achieve Total Completion by May 25, 2018.**

## **2.1 Excessive Vibration**

The AGO may be employing a real-time vibration monitoring system that will alert the contractor and also staff if excessive vibration is being experienced that could damage art work. All vibration causing activities must stop immediately and an alternative means required to be employed.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1. GENERAL INSTRUCTIONS**

- 1.1.1. From (Name of Bidder): \_\_\_\_\_
- 1.1.2. Project Name: McLean Centre Renovation
- 1.1.3. To (Owner): Art Gallery of Ontario
- 1.1.4. Attention: Mr. Iain Hoadley, General Manager, Logistics and Art Services

**1.2. BASE BID PRICE**

- 1.2.1. Having carefully examined the Bid Documents, including Addenda issued by AGO, General Conditions of the Contract (CCDC 2 – 2008), Supplementary Conditions to the Contract, as well as the Place of the Work and conditions affecting the Work, and having ensured Subcontractors, Suppliers, et al, have done likewise, the Undersigned offers to provide the Work and any extended warranties for the Base Bid Price of

\_\_\_\_\_  
\_\_\_\_\_/100 Dollars (\$) \_\_\_\_\_ )  
in lawful monies of Canada, (**HST excluded**).

The value of the Harmonized Sales Tax (HST) is in the amount of:

\_\_\_\_\_  
\_\_\_\_\_/100 Dollars (\$) \_\_\_\_\_ )  
in lawful monies of Canada.

**1.3. ACKNOWLEDGMENTS**

- 1.3.1. I/We have included duties and excluded taxes in the Base Bid Price in accordance with requirements of GC 10.1 and as amended by Supplementary Conditions.
- 1.3.2. I/We will execute a Contract for the Work in the form of the Standard Construction Document, CCDC 2 – 2008, for a Stipulated Price Contract, if we are notified of the acceptance of this offer within the Bid Validity Period.
- 1.3.3. I/We submit this Bid in accordance with the requirements and conditions of the Instructions to Bidders.
- 1.3.4. I/We agree the Owner has the right to reject any or all Bids without explanation.
- 1.3.5. Time is of the essence.

**1.4. CASH ALLOWANCES**

**1.5. APPENDED ITEMS**

- 1.5.1. I/We have appended following to this Bid:

- 1.5.1.1. Bid Bond in amount stipulated in Section 00 21 13.
- 1.5.1.2. Consent of Surety to provide a Performance Bond in amount stipulated in Section 00 21 13.
- 1.5.1.3. Consent of Surety to provide a Labour & Material Payment Bond in amount stipulated in Section 00 21 13.

**1.6. SCHEDULE**

- 1.6.1. Having carefully assessed the proposed Work and having understood and agreed to the requirement of GC 3.5 amended by Supplementary Conditions, I/we undertake to:
  - 1.6.1.1. commence the Work not later than \_\_\_\_\_ week(s) after the award of the Contract.
  - 1.6.1.2. attain Substantial Performance of the Work not later than May 18, 2018 after award of the Contract.
  - 1.6.1.3. complete the Work not later than May 25, 2018.

**1.7. ADDENDA**

- 1.7.1. I/We have thoroughly reviewed Instructions to Bidders, Base Bid Form and Supplementary Bid Form(s), General Conditions of the Stipulated Price Contract, Supplementary Conditions, Contract Documents and following Addenda and we hereby accept and agree to provisions and conditions stated therein and have included fully all requirements in the Base Bid Price:

Addenda \_\_\_\_\_ thru \_\_\_\_\_ inclusive.

Post Bid Addenda \_\_\_\_\_ thru \_\_\_\_\_ inclusive.

NOTE: If no Addenda have been received leave blank.

**1.8. ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER**

- 1.8.1. I/We hereby designate the address, given below as the legal address to which notices, directions or other communications may be served or mailed:

Street \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Postal Code \_\_\_\_\_

- 1.8.2. I/We hereby declare the Bidder has legal status stated below:

Individual \_\_\_\_\_ Partnership \_\_\_\_\_

Corporation incorporated under the laws of \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

1.8.3. This Base Bid Form is submitted in the name of:

\_\_\_\_\_  
(Company Name - Printed)

By \_\_\_\_\_  
(Signature)

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

Email \_\_\_\_\_

Title \_\_\_\_\_

(Apply Corporate Seal Above)

Witness \_\_\_\_\_  
(Signature)

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018\_\_.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1. GENERAL INSTRUCTIONS**

- 1.1.1. From (Name of Bidder): \_\_\_\_\_
- 1.1.2. Project Name: McLean Centre Renovation
- 1.1.3. To (Owner): Art Gallery of Ontario
- 1.1.4. Attention: Mr. Iain Hoadley, General Manager, Logistics and Art Services

**1.2. ACKNOWLEDGEMENTS**

- 1.2.1. I/We submit this Supplementary Bid in accordance with requirements and conditions of Instructions to Bidders.

**1.3. SCHEDULE MODIFICATIONS**

- 1.3.1. Herewith are the following modifications to the Construction Schedule referred to in 00 31 13 13 (if not used, bar and initial space below).
- 1.3.2. We are unable to meet the completion date specified in the Project Schedule and have identified below the completion date we can meet stating the reasons for the revisions:

Revised Completion Date	Reason for Revisions
_____	_____
_____	_____
_____	_____
_____	_____

- 1.3.3. Being unable to meet the completion date specified in the Project Schedule, and having so indicated a revised completion date above, we identify below the alternatives we are proposing in order to meet the original completion date together with the associated costs, if any. Such associated costs reflect the full cost of the change including the cost of changes to or of additional work to the Owner and Design Team, and to the other Trade Contractors or Trade Subcontractors involved.

Proposed Alternative	Cost (Addition to or Deduction from the Bid Price)
_____	_____
_____	_____
_____	_____
_____	_____

**1.4. LIST OF EQUIPMENT AND MATERIAL MANUFACTURERS**

- 1.4.1. Herewith is the list of equipment and material manufacturers we propose to use for the Divisions or Sections of Work listed herein and that we have carried in our Stipulated Price Bid (if not used, bar and initial the space below); equipment not listed below or where no



alternative manufacturer or supplier is listed by the Bidder shall be deemed to be as specified.

Division or Section	Equipment	Acceptable Base Bid Mfg.	Alternative Mfg. or	Deduct from Stipulated Price

**1.5. ALTERNATIVE PRICES**

1.5.1. Alternative prices include labour, materials, Products, equipment, services and respective overhead, profit (excluding HST), disbursements and related charges required for substituting, deleting or changing of materials, Products and/or construction from that shown or specified and represent total amounts which will be added to or deducted from Base Bid Price and Contract Price (as noted for each item). If any or all following alternatives are required to be included in the Contract, no change to Contract Time will be allowed unless otherwise stated with respective Alternative Price.

1.5.2. I/We hereby submit following Alternative Prices for Owner's consideration, any, all or none of which may be applied to Base Bid Price, at sole discretion of Owner, in determining a successful Bidder:

1.5.3. Alternative Price No. 1:

1.5.3.1. Alternative Description:

1.5.3.2. Add to Base Bid Price \$ \_\_\_\_\_

1.5.3.3. Deduct from Base Bid Price \$ \_\_\_\_\_

**1.6. ITEMIZED PRICES**

1.6.1. Include itemized prices in Base Bid Price. Itemized prices shall include labour, materials, products, equipment, services, and respective overhead, profit (excluding VAT), disbursements and related charges required to provide these items and represent total amounts in the Contract Price. Products and/or construction from that shown or specified and represent total amounts which will be added to or deducted from Base Bid Price and Contract Price (as noted for each item). If any or all following alternatives are required to be included in the Contract, no change to Contract Time will be allowed unless otherwise stated with respective Alternative Price. I/We hereby submit following itemized price for Owner's accounting information:

**1.7. SEPARATE PRICES**

- 1.7.1. Separate prices shall not be included in Base Bid Price and Contract Price.
- 1.7.2. Separate prices include labour, materials, products, equipment, services, and respective overhead, profit (excluding VAT), disbursements and related charges required to provide these items and represent the total amounts which will be added to Base Bid Price and Contract Price if these items are required to be included in the Contract. No change to Contract Time will be allowed unless otherwise stated with respective Separate Price.
- 1.7.3. Separate Price No. 1:
  - 1.7.3.1. Cost of performance bond (ADD) \$ \_\_\_\_\_

**1.8. UNIT PRICES**

1.8.1. Unit prices include labour, materials, products, equipment, services, and respective overhead, profit (excluding HST), disbursements and related charges and represent the actual addition for extra Work or credit for deleted Work, to Contract Price. I/We hereby submit following Unit Prices for full duration of Contract for Work, executed in accordance with Contract Documents.

<u>Item of Work</u>	<u>Addition</u>	<u>Deletion</u>
---------------------	-----------------	-----------------

**1.9. SUBCONTRACTORS**

- 1.9.1. Names of Subcontractors included in Base Bid Price for the Work are as follows:
  - 1.9.1.1. Demolition \_\_\_\_\_
  - 1.9.1.2. Structural steel \_\_\_\_\_
  - 1.9.1.3. Painting \_\_\_\_\_
  - 1.9.1.4. Drywall \_\_\_\_\_
  - 1.9.1.5. Mechanical \_\_\_\_\_
  - 1.9.1.6. Electrical \_\_\_\_\_
  - 1.9.1.7. Flooring \_\_\_\_\_

**1.10. HOURLY LABOUR RATES**

1.10.1. Herewith are our hourly labour rates for the indicated trades which may be used in evaluating authorized changes to the Contract:

Trade	Hourly Rate for Hourly Time (\$) Rate for Overtime	Flat  (\$)
-------	--	------------------

1.10.2. Field Labour: To provide labour, complete in all respect, to a greater or lesser quantity than the quantity required in the Base Bid, including payroll burden, supervision, small tools and the like, for site labour work (00 21 13 Section 1.5 – SCOPE OF WORK).

1.10.2.1. Labour (based on regular work week)

**1.11. SUPERVISORY STAFF**

1.11.1. The Bidder shall provide competent full time supervision throughout the duration of the project to the satisfaction of the Owner for which purpose the Bidder proposes the following individuals:

1.11.1.1. \_\_\_\_\_ shall be responsible for supervision of the Work under this Contract (resume of qualifications and experience attached).

1.11.1.2. \_\_\_\_\_ shall be responsible for administration of the Work under this Contract (resume of qualifications and experience attached).

1.11.1.3. \_\_\_\_\_ shall be responsible for QA/QC of the Work under this Contract (resume of qualifications and experience attached).

1.11.1.4. \_\_\_\_\_ shall be responsible for Safety of the workplace under this Contract (resume of qualifications and experience attached) .

**1.12. ADDRESS, LEGAL STATUS AND SIGNATURE OF BIDDER**

1.12.1. I/We hereby designate the address, given below as the legal address to which notices, directions or other communications may be served or mailed:

Street \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Postal Code \_\_\_\_\_

I/We hereby declare the Bidder has legal status stated below:

Individual \_\_\_\_\_ Partnership \_\_\_\_\_

Corporation incorporated under the laws of

\_\_\_\_\_ Date \_\_\_\_\_

1.12.2. This Base Bid Form is submitted in the name of:

\_\_\_\_\_  
(Company Name - Printed)

By \_\_\_\_\_  
(Signature)

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

Email \_\_\_\_\_

Title \_\_\_\_\_

(Apply Corporate Seal Above)

Witness \_\_\_\_\_  
(Signature)

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**END OF SECTION**

The Definitions which forms part of Standard Construction Document - CCDC 2 - 2008 are hereby amended as follows:

## **PART 1 - DEFINITIONS**

### **1.1. NEW DEFINITIONS**

#### **1.1.1. Add following new definitions:**

##### **27. Agreement**

*Agreement* means any written contract between the AGO and a *Respondent* or any purchase order issued by the AGO to the *Vendor* with respect to the *Services* contemplated by this *Tender*, and shall be deemed to include the terms and conditions for the provision of the *Services* as set out in this *Tender*.

##### **28. AGO**

AGO means the Art Gallery of Ontario.

##### **29. AGO Contact**

*AGO Contact* means the AGO employee(s) designated as *AGO Contact* on the Notice to Respondents for all matters related to the *Tender* call process.

##### **30. Bid**

*Bid* means this *Tender* package in its entirety, inclusive of all Appendices and any bulletins or Addenda that may be issued by the AGO.

##### **31. may, should**

*may* and *should* use in this *Tender* denote permissive (not mandatory).

##### **32. must, shall, will**

*must*, *shall* and *will* used in this *Tender* denote imperative (mandatory), meaning *Responses* not satisfying imperative (mandatory) requirements will be deemed to be non-compliant and will not be considered for contract award.

##### **33. Project Manager, Project Director**

*Project Manager* or *Project Director* means the main contact person at the AGO for all matters relating to the *Project*.

##### **34. Respondent**

*Respondent* means a legal entity that submits a *Response*. If 2 or more legal entities wish to submit a *Response* as a consortium, 1 member of the consortium must be identified as the *Respondent* with whom the AGO may enter into an *Agreement*, and the other member(s) must be identified as *Subcontractors* to that *Respondent*.

##### **35. Response**

*Response* means an offer submitted by a *Respondent* in response to this *Tender*, which includes all of the documentation necessary to satisfy the submission requirements of the *Tender*.

**36. Services**

*Services* means all *Services* and deliverables to be provided by a *Vendor* as described in this *Tender*.

**37. Vendor**

*Vendor* means the successful *Respondent* with whom the AGO enters into an *Agreement*.”

**END OF SECTION**

The Standard Construction Document for Stipulated Price Contract (CCDC 2 - 2008), 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 and modifications:

#### **ARTICLE A-1 THE WORK**

##### **Add NEW 1.4**

The Contractor accepts the relationship of trust and confidence established between it and the Owner by this Contract and covenants with the Owner that it shall:

- 1.4.1 fully execute and perform the Work required by the Contract Documents;
- 1.4.2 carry out, perform, observe, fulfill and abide by all covenants, agreements, stipulations, provisos and conditions of, and do and fulfill everything required or reasonably indicated by, the Contract Documents and in connection therewith from and after the date of execution hereof the Contractor shall supervise, manage and co-ordinate those portions of the Work to be performed by the Subcontractors under the Assigned Contracts;
- 1.4.3 complete the Work specified in a thorough, expeditious, economical and good and workmanlike manner, using new materials, in accordance with all applicable laws and current best practices and standards in the construction industry at the Place of the Work and in all respects consistent with the best interests of the Owner and in strict accordance with the Contract Documents, including the Project Schedule and the Construction Budget;
- 1.4.2 except as otherwise expressly provided herein or as otherwise expressly agreed in writing between the Contractor and the Owner, provide all labour, Products, and services required for the performance and completion of the Work;
- 1.4.5 in performing its obligations under this Contract, act in good faith and furnish appropriate skill and judgment;
- 1.4.6 furnish efficient business administration and supervision for the Project;
- 1.4.7 participate in: preparing, monitoring and updating from time to time the Construction Budget and Project Schedule; Project meetings and assist in expediting applications for and obtaining all permits, licenses and approvals necessary for the Project, in each case in consultation with the Consultant and the Owner.

##### **INSERT AS NEW 1.5 Contractor Acknowledgment**

The Contractor acknowledges and agrees that:

- 1.5.1 the Contractor's willingness to enter into this Stipulated Sum Contract is of fundamental importance to the Owner, who would not have entered into this Contract otherwise;
- 1.5.2 both time and quality are of the essence of the Contract Documents and the Contractor will perform the Work or cause the Subcontractors and Suppliers to perform the Work in accordance with the Project Schedule;
- 1.5.3 it is critical to the Owner's activities and to the users of the park that Final Completion be attained on the date described in Article A-1; paragraph 1.3 and that one of the reasons it was selected for the Work is its representation that it can attain Final Completion by such date; and
- 1.5.4 if the Contractor is unable to maintain the Project Schedule, and such failure to maintain such schedule is caused or contributed to by the acts or omissions of the Contractor, its Subcontractors or Suppliers or their respective agents or employees, then at the request of the Owner or the Consultant, the Contractor shall promptly increase its efforts on the Project, including, the addition of more personnel to the Project during regular time and during periods of time for which overtime may be required, all of which is to be done at the Contractor's own cost and expense and not as part of the Cost of the Work.

**INSERT AS NEW 1.6**

**1.6 Contractor's Representations**

The Contractor represents and warrants to and covenants with the Owner that:

- 1.6.1 it is properly and duly licensed to perform the Work and to provide the services called for in the Contract Documents;
- 1.6.2 it has the necessary degree of experience and expertise required to enable it to perform the services required by the Contract Documents;
- 1.6.3 it has examined and understands all of the Contract Documents, has visited the Place of the Work and examined and become familiar with the local conditions under which the Work is to be performed which would be reasonably ascertainable on a prudent examination of the Place of the Work by an experienced and prudent general contractor of a project similar in size and scope to the Project, and verified to its satisfaction the nature, quality and extent of the Work to be performed;
- 1.6.4 the Construction Team is experienced and competent to carry out the Project and includes a competent project manager, superintendent and necessary assistants who have been assigned to the Project;
- 1.6.5 appropriate health and safety instruction, training and ongoing supervision and management have been provided and will be provided to the Contractor's employees, Subcontractors, Suppliers, and any other persons performing any part of the Work who will work at or have access to the Place of the Work (but excluding for certainty the Owner's employees and agents) before the Work is commenced and while it is being carried out (as appropriate) and the Contractor agrees to provide to the Owner, if requested, proof of such training, supervision and management;
- 1.6.6 its financial condition is sound and it is able to obtain any bonds or subcontractor default insurance now or hereafter required by the Contract Documents and the Contractor agrees to provide the Owner promptly upon request with its audited or unaudited financial statements and to promptly advise the Owner of any fact, event or circumstance that has or may reasonably be expected to have a material adverse effect on the Contractor's financial condition; and there are no pending, threatening or anticipated claims that would have a material adverse effect on the financial ability of the Contractor to perform the Work under this Contract.

**INSERT AS NEW 1.7**

**1.7 Standard of Performance**

- 1.7.1 In performing its obligations under this 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 in a first class and expeditious manner. The Contractor acknowledges and agrees that throughout the duration of this Contract, the Contractor's obligations, duties, and responsibilities under the Contract Documents shall be interpreted in accordance with the standard. The Contractor shall exercise the same standard of care, skill and diligence in making recommendations to the Owner concerning Subcontractors, Suppliers, Products, personnel, or procedures.

**INSERT AS NEW 1.8**

**1.8 Rehabilitation Project**

- 1.8.1 The Contractor understands and acknowledges that the Project is a rehabilitation project. The Contractor further acknowledges that in remodeling or rehabilitation, certain design and technical decisions are made on assumptions based on readily available documents and visual observations of existing conditions. The Contractor shall be responsible for taking necessary measures to fully ascertain actual conditions. For certainty, the Contractor shall be entitled to propose, pursuant to **GC 6.0**, Changes To The Work and/or Contract Time where conditions which were not ascertainable pursuant to the Contractor's prior examination obligations in Section 1.6.3 are discovered.



## ARTICLE A-5 PAYMENT

### Clause 5.1

***In lines two and three, modify as below:***

“.....do not exist or apply, subject to a holdback of ten percent (10%), the Owner shall in Canadian funds.”

Delete “*Value Added Taxes*” and replace with “*Harmonized Sales Tax (HST)*”.

### Clause 5.3 Interest

.1 (1) Delete 2% and replace with 1%

.1 (2) Delete 4% and replace with 2%

## ARTICLE A-8 SUCCESSION

*Add in new*

### 8.2 No Partnership/Agency

Nothing in the Contract Documents nor any action of the Owner or the Contractor in connection therewith shall constitute, or be construed as creating, a joint venture, partnership, fiduciary or employment relationship between the Owner and the Contractor. As such, the Contractor shall have no authority to bind the Owner or to assume or create any obligation or responsibility, express or implied, on the Owner's part, or in its name, nor shall it represent to any person that it has such power or authority.

## REPLACE + INSERT

### SCHEDULE A DEFINITIONS

The following definitions shall apply to all Contract Documents:

*Add New Number 1*

#### 1. Approval or Approved

Approval or Approved means the prior written approval of the Owner or the Consultant, as the case may be. Where Approval is required, such Approval will be granted or withheld by the relevant party acting reasonably and in a timely manner unless the Contract provides otherwise.

*Add New Number 2*

#### 2. Assigned Contracts

The Assigned Contracts are the contracts between the Owner and third party contractors in respect of certain portions of the Work, all of which contracts shall be assigned to and assumed by the Contractor effective as of the date of execution of this Contract.

*Re-number Existing Number 1. “Change Directive” to new Number 3.*

*Re-number Existing Number 2. “Change Order” to new Number 4.*

*Add New Number 5*

## 5. Completion Date

Completion Date means the date on which Final Completion is scheduled to occur as identified in the Project Schedule.

*Re-number Existing Number 3. "Construction Equipment" to new Number 6.*

*Add New Number 7*

## 7. Construction Team

Construction Team means those employees and other personnel of the Contractor who will be engaged on a full time basis or otherwise involved in any material way in carrying out the Work.

*Re-number Existing Number 4. "Consultant" to new Number 8.*

*Replace 5. "Contract" and replace with New Number 9.*

## 8. Contract

Contract means this construction contract and the schedules attached hereto, as the same may be amended, restated, supplemented or replaced from time to time in writing by the parties. The Contract constitutes 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.

*Re-number Existing Number 6. "Contract Documents" to new Number 10. "Contract Documents"*

*Re-number Existing Number 7. "Contract Price" to new Number 11. "Contract Price"*

*Re-number Existing Number 8. "Contract Time" to new Number 12. "Contract Time"*

*Re-number Existing Number 9. "Contractor" to new Number 13. "Contractor"*

*Replace Existing Number 10 and replace with New Number 14*

*Insert New Number 15*

## 15. Final Completion

Final Completion means when all of the following have occurred:

- (a) Substantial Performance has been achieved;
- (b) the entire Work has been performed to the requirements of the Contract Documents; and
- (c) the Contractor shall have provided to the Owner and the Consultant a summary of all guarantees and warranties to be provided by all Subcontractors or Suppliers and copies of all such warranties and guarantees; and
- (d) the Consultant has received from the Contractor a hard-copy record set of Drawings, Specifications, indicating deviations from those marked or identified as "IFC (Issued for Construction)" in the Work as it has been built, and has reviewed and confirmed its acceptance of the same by written notice to the Contractor and Owner; and
- (e) the Owner shall have received certified copies of all operating and maintenance instructions and manuals relating to the Work or any part thereof and has reviewed and confirmed its acceptance of the same by written notice to the Contractor; and

- (f) all building management personnel of the Owner shall have been trained in the operation and maintenance of all building systems within the Project; and
- (g) the Contract is deemed to have been completed within the meaning of subsection 2(3) of the Construction Lien Act (Ontario) and is so certified by the Consultant pursuant to the requirements under such act.

**INSERT NEW NUMBER 16**

**16. Harmonized Sales Tax**

Harmonized Sales Tax means such sum as shall be levied upon the Contract Price or any component thereof by the federal government pursuant to Part IX of the Excise Tax Act (Canada) and any similar or replacement tax.

*Re-number Existing Number 11. "Notice in Writing" to new Number 17. "Notice in Writing"*

**INSERT NEW NUMBER 18**

**18. OHSA**

OHSA means the *Occupational Health and Safety Act* (Ontario) and all regulations enacted thereunder.

**INSERT NEW NUMBER 19**

**19. Owner**

The Owners of the properties are the Art Gallery of Ontario and the City of Toronto and its successors and permitted assigns. As the majority of the park is owned by the AGO, for purposes of this Contract, the AGO will be recognized as the Owner. The term Owner means the Owner or the Owner's authorized agent or representative as designated to the Contractor.

**INSERT NEW NUMBER 20**

**20. Owner Work**

Owner Work means any portion of the Project (other than the Work) contracted directly by the Owner with third parties or carried out by the Owner's own forces, who in each case shall carry out all work with labour affiliations compatible with those of the Contractor in respect of the Work.

*Re-number Existing Number 13. "Place of Work" and insert new Number 21. "Place of Work"*

**INSERT NEW NUMBER 22**

**22. Prime Rate**

The Prime Rate means the lowest rate of interest quoted by the Royal Bank of Canada from time to time in the City of Toronto to the most creditworthy borrowers for prime business loans.

*Re-number Existing Number 14. "Product" to new Number 23. "Product"*

**INSERT NEW NUMBER 24**

**24. Project Schedule**

Project Schedule means the detailed construction schedule prepared by the Contractor and Approved by the Owner, which plans all aspects of the Project, including the production of Contract Documents and the submission of Submittals. The Project Schedule shall include underlying critical path schedules such as a summary schedule and a discipline specific bar chart. The Project Schedule is subject to amendment only as provided in this Contract.

**INSERT NEW NUMBER 25**

**25. QA/QC Program**

QA/QC Program means the Contractor's QA/QC Program, which shall be subject to Approval by the Owner, and which consists of the processes and procedures the Contractor will employ to ensure that the Work and services provided in respect of the Project meet the quality standards required by the Contract Documents.

*Replace Existing Number 17. "Shop Drawings" to new Number 27. "Shop Drawings"*

*Re-number Existing Number 18. "Specifications" and insert new Number 26.*

*Re-number Existing Number 19. "Subcontractor" and insert new Number 27.*

**INSERT NEW NUMBER 28**

**28. Submittals**

Submittals mean construction coordination drawings, Shop Drawings, Product Data or Samples.

*Re-number Existing Number 21. "Supplemental Instructions" to new Number 29. "Supplemental Instructions"*

*Re-number Existing Number 22. "Supplemental Instructions" to new Number 30. "Supplemental Instructions"*

*Re-number Existing Number 23. "Temporary Work" to new Number 31. "Temporary Work"*

**INSERT NEW NUMBER 32**

**32. Toxic or Hazardous Substances or Materials**

Toxic or hazardous substances or materials and similar references mean Designated Substances as defined in and for the purposes of OHSA.

*Re-number Existing Number 25. "Work" to new Number 33. "Work"*

*Re-number Existing Number 26. "Working Day" to new Number 34. "Working Day"*

**INSERT NEW NUMBER 38**

**38. WSIB**

WSIB means the Workplace Safety and Insurance Board, and any successor board or entity having regulatory jurisdiction over workplace safety and workers' compensation insurance in Ontario.

**GENERAL CONDITIONS OF THE STIPULATED CONTRACT**

**PART 1 GENERAL PROVISIONS**

**GC 1.1 CONTRACT DOCUMENTS**

*Delete entire section (1.1.1 to 1.1.10) and Replace with.....*

- 1.1.1 The Contract Documents are intended to describe a functionally complete Project and it is the intention of the parties that the Contractor shall provide all labour, products and services necessary for the proper performance and completion of the Work in accordance with the Contract Documents or reasonably inferable therefrom, whether expressly described or not, as being necessary to produce the intended results and to complete the Project in a satisfactory manner ready for use, occupancy and operation by the Owner.
- 1.1.2 Nothing contained in the Contract Documents shall create any contractual or legal relationship between:
  - 1.1.2.1 the Owner and a Subcontractor, a Supplier, or their agents or employees, or any person performing any of the Work other than the Contractor or as otherwise provided in the Assigned Contracts; or
  - 1.1.1.2 the Consultant and the Contractor, a Subcontractor, a Supplier, or their agents, employees, or any other person performing any of the Work; or
- 1.1.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Should the Specifications contain a description for necessary work that is not shown on the Drawings or vice versa, then this work shall be deemed to be part of the Work to be performed under the Contract Documents.
- 1.1.4 Drawings and diagrams for mechanical, plumbing and electrical work shall be considered as diagrammatic only, not to be used for any structural guidance or physical layout. In case of conflict, and unless otherwise noted, the architectural Drawings showing locations for mechanical and electric items such as sprinkler heads, supply, return or exhaust grilles, electrical fixtures, and similar appurtenances shall take precedence.
- 1.1.5 Neither the organization of the Specifications into divisions, sections, and parts nor the arrangement of Drawings shall control the Contractor in dividing the Work among Subcontractors and Suppliers or in establishing the extent of the Work to be performed by a trade.
- 1.1.6 In the event of conflict, inconsistency or discrepancy between or within the Drawings, and Specifications, the Consultant will determine which requirements govern. For greater certainty, the Consultant will make such determination in a timely fashion and in accordance with the Consultant's obligations as set out in GC 2.1; and
  - 1.1.6.1 later dated documents shall govern over earlier documents of the same type.

**INSERT NEW NUMBER 1.5**

**GC 1.5 PROJECT DOCUMENTS**

- 1.5.1 The Owner shall furnish or cause the Consultant to furnish to the Contractor free of charge one set of each of the following:
  - 1.3.1.1 Drawings and amendments thereto; and
- 1.5.2 The Project Documents are not to be copied or altered in any manner without the written authorization of the Consultant and, where applicable, the relevant Project Consultants provided that the Owner, Contractor, Subcontractors and Suppliers shall be permitted without the authorization of the Consultant or the Project Consultants to use and reproduce the Project Documents or applicable portions thereof as may be necessary for the execution of the Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Project Documents

## **PART 2 ADMINISTRATION OF THE CONTRACT**

### **GC 2.1 ROLE OF THE CONSULTANT**

#### ***DELETE ENTIRE SECTION (2.2.1 TO 2.2.17) AND REPLACE WITH.....***

- 2.2.1 The Consultant will provide administration of the Contract as described in the Contract Documents during construction until issuance of the final certificate for payment and, subject to **GC2.1 - AUTHORITY OF THE CONSULTANT** and with the Owner's concurrence, from time to time until the completion of any correction of defects as provided in **GC 12.3 - WARRANTY**.
- 2.2.2 The Consultant will visit the site at intervals appropriate to the stage of the Contractor's operations to become generally familiar with the progress and quality of the portion of the Work completed and to determine in general if the Work is being performed in general conformity with the Contract Documents. The Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- 2.2.3 Except as expressly set out in the Contract Documents in respect of the Contractor's obligations, the Consultant and not the Contractor shall be responsible for the design of the Project, and shall co-ordinate all Contract Documents. For greater certainty, the Contractor shall not be responsible for the sufficiency of the design or design co-ordination of the Project except in respect of the design and design co-ordination of design-build items as set out in the Specifications.
- 2.2.4 Based on the Consultant's observations of the Work and evaluations of the Contractor's applications for payment, the Consultant will issue certificates for payment as provided in **GC Part 5 - PAYMENT**, **GC 5.3 PROGRESS PAYMENT**, and **GC 5.7 - FINAL PAYMENT** or, subject to the Owner's Approval.
- 2.2.5 The Consultant will not be responsible for and will not have control, charge, or supervision of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs required in connection with the Work in accordance with the applicable construction safety legislation, other regulations, or general construction practice. The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over, charge of, or be responsible for the acts or omissions of the Contractor, Subcontractors, Suppliers, or their agents, employees, or any other persons performing portions of the Work.
- 2.2.6 The services and obligations of the Consultant will be provided in conformity with the standards of care and skill of the architectural profession.
- 2.2.7 Contractor acknowledges that activities of the Consultant in connection with Project, whether performed on or off the site of the Project, are for the sole and exclusive use and benefit of Owner, and any intent to confer any benefit or right upon Contractor by virtue of such activities is expressly disclaimed. No act or omission of the Consultant or its consultants shall give rise to any claim, demand, or cause of action whatsoever against the Consultant or the Project Consultants in favour of the Contractor, except in the case of intentional torts, willful misconduct or architectural malpractice.
- 2.2.8 The Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and shall make findings as to the performance thereunder by both parties to this Contract. Interpretations and findings of the Consultant shall be consistent with the language and intent of the Contract Documents and will be in writing or in the form of Drawings. When making such interpretations and findings the Consultant will not show partiality to either the Owner or the Contractor and the Consultant shall not be liable for results of interpretations or decisions so rendered in good faith.
- 2.2.9 Claims, disputes, and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents, shall be referred initially to the Consultant by notice in writing given to the Consultant and to the other party for the Consultant's interpretation and finding which will be given by notice in writing to the parties within a reasonable time and within any time limit agreed upon. If no agreement is made concerning the time within which decisions required of the Consultant shall be furnished in compliance with this paragraph 0, then a delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until fifteen (15) days after written request is made for them.

- 2.2.10 The Consultant shall have authority to, or will advise the Owner to, reject work which in the Consultant's opinion does not conform to the requirements of the Contract Documents. Whenever the Consultant considers it reasonably necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of work, whether or not such work is fabricated, installed, or completed. However, neither this authority of the Consultant to act nor any decision made in good faith either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, Subcontractors, Suppliers, or their agents, employees, or other persons performing any of the Work.
- 2.2.11 During the progress of the Work, the Consultant will furnish Supplemental Instructions to the Contractor with reasonable promptness or in accordance with a schedule for such instructions agreed to by the Consultant, the Contractor and the Owner.
- 2.2.12 The Consultant will review and take appropriate action upon the Contractor's Submittals but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no unreasonable delay in the Work, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. The Consultant's review of the Contractor's Submittals shall be completed in accordance with a Submittal schedule prepared by the Contractor and Approved by the Owner and the Consultant. The Consultant's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Consultant shall not be required to review either partial submittals or submittals for which necessary correlated submissions have not been received.
- 2.2.13 The Consultant will prepare Change Orders and Change Directives as provided in **GC 6.2 - CHANGE ORDER** and **GC 6.3 - CHANGE DIRECTIVE** with supporting documentation and data if deemed necessary by the Consultant and may issue Supplemental Instructions to authorize minor changes in the Work not involving an adjustment in the Contract Time or Contract Price.
- 2.2.14 The Consultant with the assistance of the Owner will conduct reviews of the Work to determine the date of Substantial Performance of the Work as provided in **GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK** and the date of Final Completion, and will issue a final certificate for payment upon compliance with the requirements of the Contract Documents.
- 2.2.15 All certificates issued by the Consultant shall be to the best of the Consultant's knowledge, information and belief. By issuing any certificate, the Consultant does not guarantee the Work is correct or complete.
- 2.2.16 The Consultant will receive and review written warranties and related documents required by the Contract Documents and provided by the Contractor and will forward such warranties and documents to the Owner for the Owner's acceptance.
- 2.2.17 The Consultant shall respond in a timely manner to requests for information or action on the Consultant's part made by the Contractor or the Owner.

#### **GC 2.4 DEFECTIVE WORK**

##### **2.4.1 Add new sentence:**

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

##### **2.4.4 Add new paragraph 2.4.4:**

"2.4.4 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*."

2.4.1 **PART 3 EXECUTION OF THE WORK**

**GC 3.1 CONTROL OF THE WORK**

***DELETE ENTIRE SECTION (3.1.1 TO 3.1.2) AND REPLACE WITH.....***

- 3.1.1 Subject to the terms and conditions of the Contract Documents, the Contractor shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents.
- 3.1.2 The Contractor shall provide the Work and services described below in connection with the Project:
- 3.1.2.1 Take complete charge and control of all activities on the Place of the Work and be responsible for ensuring the safety of the Place of the Work, monitoring, controlling and co-ordinating the Work of Subcontractors, Suppliers and others with all activities in connection with the Project and shall co-operate with the Owner and the Consultant, with respect to co-ordination of the Owner Work. The Contractor shall maintain the Construction Team at the Place of the Work to provide co-ordination and general direction. Without limiting the generality of the foregoing, the Contractor shall:
- 3.1.2.1.1 establish on-site organization and lines of authority in order to carry out the overall plans of the Owner, Consultant, the Project Consultants and the Contractor;
- 3.1.2.1.2 monitor and report monthly adherence to the Project Schedule, the Construction Budget and the QA/QC Program and identify and report to the Owner and the Consultant variances therefrom and recommend courses of action to alleviate or minimize such variances;
- 3.1.2.1.3 for Approval by the Owner, propose revisions to the Project Schedule and/or the Construction Budget on not less than a monthly basis, it being understood that neither the Stipulated Sum nor the Contract Time or Completion Date may be amended without the Approval of the Owner in its sole discretion;
- 3.1.2.1.4 review the adequacy of the forces being supplied by the Contractor, Subcontractors and Suppliers as well as the availability of construction machinery and equipment, materials, supplies and Products and report and recommend courses of action to the Owner where problems are identified; and
- 3.1.2.1.5 monitor and report monthly on claims and potential claims on the Project.
- 3.1.3 If any Work deviates from the requirements of the Contract Documents, the Contractor shall be solely responsible for all resulting costs, damages, and expenses. No claim by Contractor (a) that Work indicated was not constructible, or (b) that performing the Work in accordance with Contract Documents would have caused or resulted in damages, shall be available to Contractor as a defense or a claim to reduce Contractor's liability, or to increase the Stipulated Sum or the Contract Time, unless the Contractor has informed the Owner and the Consultant in writing before performing Work in question and has received written direction concerning such Work from the Owner or the Consultant. This provision does not limit any other rights of the Owner or the Consultant or other obligations of Contractor.
- 3.1.4 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Consultant and shall not proceed with that portion of the Work without further written instructions from the Consultant and the Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage.



- 3.1.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's agents and employees, Subcontractors, Suppliers and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors, Suppliers and their respective agents and employees.
- 3.1.6 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- 3.1.7 The Contractor shall provide all security services in respect of the Place of the Work which are reasonably necessary to protect the Work and the Project during the duration of the Work, pursuant to a security plan to be Approved by the Owner. The Owner shall maintain and be responsible for security in respect of the portions of the Art Gallery of Ontario which are not part of the Place of the Work.
- 3.1.8 Contractor has the responsibility to ensure that all Suppliers and Subcontractors, and their agents and employees adhere to the Contract Documents, and that they order construction machinery and equipment, materials, supplies and Products on time, taking into account the current market and delivery conditions and that they provide such construction machinery and equipment, materials, supplies and Products on time.
- 3.1.9 Contractor shall coordinate its Work with that of all others on the Project including deliveries, storage, installations, and construction utilities. Contractor shall be responsible for the space requirements, locations, and routing of its equipment. In areas and locations where the proper and most effective space requirements, locations and routing cannot be made as indicated, Contractor shall meet with the Consultant and all others involved, before installation, to plan the most effective, safe and efficient method of overall installation.
- 3.1.10 The Contractor shall utilize the Construction Budget to develop, implement and maintain an effective system of cost control for the Project and shall provide a monthly budget report to the Owner and the Consultant in a format Approved by the Owner which shall include details of variances from the Construction Budget and the reasons therefor, potential cost overruns and changes in anticipated cash flow. The Contractor shall not amend the Construction Budget without the prior Approval of the Owner.
- 3.1.11 The Contractor shall be responsible for maintaining and monitoring adherence to the Project Schedule and the scheduling of all Work related to the Project.
- 3.1.12 Without in any way relieving the Contractor of its obligation under **GC 0** and subject to **GC 3.5** Reference source not found., the Contractor shall promptly bring to the attention of the Owner any proposed changes to the Project Schedule or events, conditions or circumstances that may have the effect of delaying the completion of the Work. Where the Contractor believes that it is justified in seeking an extension of the Project Schedule, it shall submit notice to the Owner in accordance with the terms and conditions of the Contract Documents. The Contractor shall provide to the Owner and the Consultant monthly up-dates of the Project Schedule reflecting the actual progress of the Work.
- 3.1.13 The date of Substantial Performance and the Completion Date may be changed only with the prior Approval of the Owner provided that the Owner shall be entitled to exercise its sole discretion in determining whether to give or withhold such Approval in respect of any proposed changes to the date of Substantial Performance or the Completion Date. If any changes are proposed to the milestones set forth in the Project Schedule which would impact Owner Activities that have been scheduled in accordance with **GC 3.2**, such changes may only be made with the Approval of the Owner, it being acknowledged that it shall not be unreasonable for the Owner to withhold such Approval if the proposed schedule change will materially adversely affect Owner Activities that have been scheduled in accordance with **GC 3.2**.
- 3.1.14 The Contractor shall arrange for the delivery, storage, protection and security for Products, materials and supplies and construction machinery and equipment which are to become a part of the Work or used in connection with the Work, until such items are incorporated into the Work or used in the Work. Such storage shall not in any way impact trees and approval for routing and storage on site shall be approved by City of Toronto staff.
- 3.1.15 The Contractor shall develop, implement and maintain an effective system of quality assurance and quality control utilizing the QA/QC Program and shall provide a monthly report to the Owner and the Consultant in a format Approved by the Owner which shall include details of potential quality problems and make recommendations for their resolution.

- 3.1.16 The Contractor shall comply in all respects with OHSA and maintain the job-site as required to ensure the health and safety of all workers, staff and visitors at the Place of the Work (and the remaining Art Gallery of Ontario premises to the extent they are impacted by the Work) and in keeping with the urban location of the Project, provided that the Art Gallery of Ontario premises which are not part of the Place of the Work, and to the extent such premises are not impacted by the Work, shall continue to be the responsibility of the Owner for the purposes of OHSA.
- 3.1.17 The Contractor shall provide the following services during the post-construction phase of the Project:
- 3.1.17.1 obtain all required Product warranties and guarantees, including extended warranties, required for the Project and pursuant to the terms and conditions of all Subcontracts and be responsible to the Owner to ensure the timely correction of warranted work;
  - 3.1.17.2 conduct deficiency inspections and expedite the correction of all deficiencies. The Contractor agrees to implement a deficiency correction program for the Project and to manage the Contract close-out process to obtain inspections and approvals by the authorities having jurisdiction;
  - 3.1.17.3 monitor and co-ordinate the training of the Owner's personnel and ensure the completeness and delivery of maintenance materials, instructions and as-built documents;
  - 3.1.17.4 assist the Owner in the development and delivery of a commissioning plan; and
  - 3.1.17.5 comply with the contract close-out requirements of the Ontario Association of Architects and the Ontario General Contractors' Association.
- 3.1.18 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

### **GC 3.5 CONSTRUCTION SCHEDULE**

#### **ADD NEW SENTENCES**

- 3.5.1.4 monitor the progress of the Work relative to the Project Schedule and promptly bring to the attention of the Owner any proposed changes or events, conditions or circumstances that may have the effect of delaying the completion of the Work;
- 3.5.1.5 If the Contractor falls behind the Project Schedule, the Contractor shall promptly submit a proposal as to the manner in which the rate of progress of the Work may be increased and shall take such steps as may be necessary to recover and meet the Project Schedule.
- 3.5.1.6 The Completion Date may be changed only with the prior Approval of the Owner in its sole discretion.

#### **ADD NEW PARAGRAPHS**

### **GC 3.8 LABOUR AND PRODUCTS**

#### **ADD NEW SENTENCES**

- 3.8.4 Products which are specified by their proprietary names, or by parts or catalogue number, shall form the basis for the Specifications and Contract. No substitutes for these may be used without the Consultant's approval in writing. Substitutes will be considered only when submitted in sufficient time to permit proper investigation by the Consultant. In applying for permission to use substitutes, the Contractor shall prove to the Consultant's satisfaction that the substitute is equal to the specified product. Each application shall be accompanied by a list of properties of the specified product and the proposed substitute. No application to use substitutes will be considered unless made in this way.

- 3.8.5 When requesting approval for the use of substitutes the Contractor shall include in its submission any effect that the substitution may have on the space in which the substitute is to be installed, on other components in the Project and, on the Contract Price and Contract Time. The Contractor shall include all costs for revisions to the Work that would be required if the proposed substitutes are used.
- 3.8.6 The Contractor shall use all Products in strict accordance with the manufacturer's directions except where specified otherwise. Whenever specific reference to manufacturer's directions or instructions is made in the Specifications, the Contractor shall submit copies of said instructions or directions, or both, to the Consultant for approval before commencing Work involving such Products.
- 3.8.7 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner) so as to avoid dangerous conditions or contamination to the Products or to persons or to property. Such storage shall be in locations at the Place of the Work Approved by the Owner and Consultant.

### **GC 3.10 SHOP DRAWINGS**

- 3.10.3 Delete in its entirety and substitute new paragraph 3.10.3:  
"3.10.3 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any submittals."
- 3.10.12 Delete from paragraph 3.10.12,  
"with reasonable promptness so as to cause no delay in the performance of the *Work*." and substitute,  
"within 10 *Working Days* or such longer period as may be reasonably required.

### **GC 3.11 USE OF THE WORK**

#### ***DELETE ENTIRE SECTION (3.11) AND REPLACE WITH.....***

- 3.11.1 The right of possession of the Place of the Work and the improvements made thereon by the Contractor, for which improvements the Owner has made payment to the extent such payment is required hereunder, shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted to the Contractor under the Contract Documents. The foregoing shall not negate, reduce, diminish or derogate from the Contractor's responsibilities or liabilities as "Constructor" for the Project under OHS.A.
- 3.11.2 The Contractor shall confine construction machinery and equipment, storage of Products, and operations of employees to limits indicated by laws, ordinances, permits or the Contract Documents and directions of the Owner and the Consultant and shall not unreasonably encumber the Place of the Work with Products.
- 3.11.3 The Contractor shall not load or permit to be loaded any part of the Place of the Work with a weight or force that will endanger the safety of the Work or other property or persons on or about the Place of the Work or adjacent property. For greater certainty, this shall also apply to loads imposed on tree roots.
- 3.11.4 The Contractor shall keep entrances, exits and passageways to adjacent buildings clear of debris, stored machinery, equipment and Products so that passage is not impeded and shall at all times provide for the safe and open access to the Place of the Work and the remaining premises adjacent to the park and maintain the Place of the Work in a safe and orderly condition.

#### ***INSERT NEW GC 3.14***

### **GC 3.14 CONSTRUCTION SAFETY**

- 3.14.1 The Owner and the Contractor acknowledge that the Owner will be the "owner", and the Contractor will be the "constructor" with respect to the Work for the purposes of OHS.A. To that end, the Contractor will have complete and sole responsibility for all health and safety matters regarding the Work including compliance with all requirements pursuant to Applicable Laws, familiarizing all relevant persons with the OHS.A provisions that apply to the Work and all potential or actual dangers to health and safety in the workplace and as otherwise set out in this Contract. Contractor shall initiate, maintain and take complete responsibility for supervising health and safety precautions and programs necessary to comply with Applicable Laws and to prevent injury to persons or damage to property on,

about or adjacent to the Place of the Work and shall be responsible for submission of the required notice of project and registration form under OHSA. Such precautions and programs shall be incorporated into a written safety program manual, which shall form part of the Contract Administration Manual. Contractor shall erect and properly maintain, at all times, necessary safeguards for the protection of workers and the public, as required by the conditions and progress of the Work. The Contractor will forward without delay to the Owner any material changes to its site safety programs for review and comment, although the responsibility for such changes will remain with the Contractor. A responsible and experienced health and safety professional that is a member of Contractor's organization shall be designated as the full-time safety officer. The safety officer's duties shall include monitoring compliance with Applicable Laws and the other requirements of this section.

- 3.14.2 The Owner and the Contractor acknowledge that the Owner will be the "Constructor" with respect to work performed by the Owner's or a Tenant's own forces for the purposes of OHSA. If work is performed by the Owner's or a Tenant's own forces, the Owner will have complete and sole responsibility for all health and safety matters regarding such work including compliance with all requirements pursuant to Applicable Laws, familiarizing all relevant persons with the OHSA provisions that apply to such work and all potential or actual dangers to health and safety in the workplace.
- 3.14.3 The Contractor shall observe any special safety requirements once identified to the Contractor by the Owner or the Consultant.
- 3.14.4 Prior to commencement of the Work, the Contractor shall submit to the Owner:
- 3.14.4.1 a current WSIB clearance certificate and confirmation of the Contractor's current WSIB CAD-7 performance rating;
  - 3.14.4.2 documentation evidencing the Contractor's insurance coverage;
  - 3.14.4.3 a copy of the Contractor's safety program and procedures manual, unless already included in the Contract Administration Manual;
  - 3.14.4.4 a copy of the Notice of Project filed by the Contractor with the Ministry of Labour.
- 3.14.5 The Contractor shall never work in a manner that may endanger anyone.
- 3.14.6 The Contractor shall indemnify, defend and save harmless the Owner, the Consultant, the Project Consultants and the Ministry together with their respective agents, officers, directors, employees from and against any and all liabilities, claims, damages, losses, costs and expenses including legal fees and disbursements on a full indemnity basis.

#### **GC 4.1 CASH ALLOWANCES**

- 4.1.4 Delete in its entirety and substitute new paragraph 4.1.4:

"4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the *Consultant's* direction to cover the shortfall."

- 4.1.5 Delete in its entirety and substitute new paragraph 4.1.5:

"4.1.5 The net amount of any unexpended cash allowances, after providing for any reallocations as contemplated in paragraph 4.1.4, shall be deducted from the *Contract Price by Change Order*."

- 4.1.7 Delete in its entirety and substitute new paragraph 4.1.7:

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

- Add new paragraph 4.1.8:

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

### **GC 5.3 PROGRESS PAYMENTS**

#### **ADD NEW PARAGRAPH**

5.3.2 The Contractor shall promptly pay each Subcontractor and Supplier, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's or Supplier's portion of the Work, the amount to which said Subcontractor or Supplier is entitled subject to all applicable construction lien holdbacks. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Neither the Owner nor Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor or Supplier.

### **GC 5.8 WITHHOLDING OF PAYMENT**

5.8.1 If because of climatic or other 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.

5.8.2 The Owner (in addition to and without limitation of any other rights and remedies of the Owner under the Contract Documents) may withhold payment of any amounts claimed to be due by the Contractor and certified for payment by the Consultant, in each case to such extent as may be reasonably necessary to protect the Owner from claims, losses, damages or costs for which the Contractor is responsible, including those resulting from acts and omissions of the Contractor because of:

- .1 defective or non-conforming Work not remedied;
- .2 third party claims filed or reasonable evidence indicating the probable filing of such claims arising out of acts or omissions of the Contractor, Subcontractors or Suppliers unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or Suppliers for labour or Products, except to the extent that the Contractor has not been paid for such Work by the Owner;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Stipulated Sum;
- .5 damage to the Owner or another contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance of the Stipulated Sum will not be adequate to cover actual or liquidated damages for the anticipated delay;
- .7 failure to carry out the Work in accordance with the Contract Documents or other default by the Contractor under, or failure by the Contractor to comply with any provisions of the Contract Documents; or
- .8 any construction lien not discharged as required by the Contract Documents.

### **PART 6.1 CHANGES IN THE WORK**

#### **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES**

11.1. Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8, 6.1.9, 6.1.10 and 6.1.11:

"6.1.3 Unit prices included in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes.

6.1.4 Where work is added pursuant to GC 6.2 CHANGE ORDER or GC 6.3 CHANGE DIRECTIVE, the *Contract Price* shall be increased only by the net actual value of the work added excluding *Value Added Taxes*, plus the following, identified separately:

.1 *Contractor's* mark-up on its own work:

<u>Overhead</u>	<u>Profit</u>	<u>Change Value</u>
10%	10%	between \$0 to \$999.99
10%	7%	between \$1,000.00 to \$4,999.99
10%	5%	over \$5,000.00

.2 *Contractor's* mark-up on *Subcontractor's* work:

<u>Overhead</u>	<u>Profit</u>	<u>Change Value</u>
5%	10%	between \$0 to \$999.99
5%	7%	between \$1,000.00 to \$4,999.99
5%	5%	over \$5,000.00

.3 *Subcontractor's* mark-up on its own work:

- .1 Overhead: 10%
- .2 Profit: 5%

6.1.5 Overhead includes all site and head office overheads including insurance and bonding.

6.1.6 Labour costs shall be the actual, prevailing rates at the *Place of the Work* paid to the workers, plus Statutory charges on labour including Workers' Compensation, Unemployment Insurance, Canada Pension, Vacation Pay, Hospitalization and Medical Insurance.

6.1.7 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.

6.1.8 Unit and Alternative Prices included in the *Contract* include *Supply*, installation, *Products*, *Construction Equipment*, services, materials, labour, overhead and profit, but exclude *Value Added Taxes*.

6.1.9 The *Owner*, through the *Consultant*, reserves the right to authorize payment for changes in the *Work* by means of *Change Orders*.

6.1.10 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*.

6.1.11 If any change or deviation in, or omission from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect thereof."

#### **GC 6.2 CHANGE ORDER**

6.2.1 Delete in its entirety and substitute new paragraph 6.2.1:

"6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide a notice describing the proposed change in the *Work* to the *Contractor*. The *Contractor* shall provide the following:

- .1 Quotations from the *Subcontractors* on the *Subcontractor's* letterhead.
- .2 Quotations submitted by the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.
- .3 Quotation shall stipulate any adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.
- .4 Quotation shall indicate correct percentage values for overhead and profit by the *Contractor* and the *Subcontractors* as stated in General Condition GC 6.1 OWNER'S RIGHT TO MAKE

CHANGES as amended herein. If the quotation is paid for under a cash allowance, refer to General Condition GC 4.1 CASH ALLOWANCES for overhead and profit requirements.

- .5 Ensure all mathematical calculations are complete.
- .6 Quotations submitted with any of the above items missing or incorrect will be returned for revision."

6.2.2 Delete from lines 1 and 2 "or to the method to be used to determine the adjustments".

#### **GC 6.5 DELAYS**

- 6.5.1 If the Contractor is delayed in the performance of the Work such that it is anticipated, using critical path methodology, that there will be a delay in achieving Final Completion beyond the Completion Date established by the Project Schedule, as a result of an action or omission of the Owner, Consultant, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor and/or the Stipulated Sum increased in accordance with the provisions of this agreement.
- 6.5.2 If the Contractor is delayed in the performance of the Work such that it is anticipated, using critical path methodology, that there will be a delay in achieving Final Completion beyond the Completion Date established by the Project Schedule, as a result of a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or omission of the Contractor or any person employed or engaged by the Contractor directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor and/or the Stipulated Sum increased in accordance with the provisions of this agreement.
- 6.5.3 If the Contractor is delayed in the performance of the Work such that it is anticipated, using critical path methodology, that there will be a delay in achieving Final Completion beyond the Completion Date established by the Project Schedule, as a result of labour disputes (other than labour disputes resulting from the actions of the Contractor), strikes, including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound, fire (other than fires resulting from an act or omission of the Contractor or any person employed or engaged by the Contractor directly or indirectly), unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by a cause beyond the Contractor's control (other than lack of financial resources), then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor and/or the Stipulated Sum increased in accordance with the provisions of this agreement.
- 6.5.4 Should the Contractor seek an extension of the Contract Time or an adjustment of the Stipulated Sum, it shall provide to the Owner and the Consultant the following information, as appropriate:
- 6.5.4.1 Where the Contractor is seeking an extension of the Contract Time, it agrees to use its reasonable best efforts to provide notice in writing of any delay to each of the Consultant and the Owner within two (2) Working Days of it becoming aware of same;
  - 6.5.4.2 Where the Contractor is seeking an extension of the Contract Time, it agrees to provide notice in writing, delivered within ten (10) Working Days of it being aware of any delay to the Owner and the Consultant describing the occurrence of the delay, setting forth the cause of the delay, a description of the impact the delay will have on the Project Schedule, a description of the portions of Work affected together with all pertinent details, to the extent available; and
  - 6.5.4.3 Within fifteen (15) days after the cause of the delay has ceased to exist, further written notice to the Owner and the Consultant containing the Contractor's best estimate of the specific extension of the Contract Time sought, and within thirty (30) days after the cause of the delay has ceased to exist, further written notice to the Owner and the Consultant containing the Contractor's best estimate of the actual costs which the Contractor claims as a result of the delay.
- 6.5.5 No extension of the Contract Time or adjustment in the Stipulated Sum shall be made for delay unless notice of the delay is given to the Owner and the Consultant. Without in any way limiting the generality of the foregoing, it is a condition precedent to the Contractor's claim for extension of the Contract Time and for additional remuneration that the notice provisions be strictly adhered to in each instance. If the Contractor fails to comply with such notice

- provisions, it shall be deemed to have waived the right to claim for an extension of the Contract Time or for additional remuneration hereunder.
- 6.5.6 For greater certainty, it is the intention of the parties that adjustments to the Contract Time for delay will be considered only where such delays affect the critical path of the Work and the Contractor has provided notice of delay at the times and in the detail described in this agreement. Any extension shall be granted only to the extent that the effect of the delay cannot be (or could not have been avoided or mitigated by the exercise of all reasonable precautions, measures and efforts (including planning, scheduling and rescheduling), whether before or after the occurrence of the cause of delay. No extension shall be granted for any delay to the extent it results from the act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly or any delay resulting from or arising out of concurrent causes, one of which is an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly.
- 6.5.7 If no schedule is made under paragraph **GC 2.1 - ROLE OF THE CONSULTANT. GC 3.5 CONSTRUCTION SCHEDULE**, no claim for delay shall be allowed because of failure of the Consultant to furnish instructions until 10 Working Days after demand for such instructions has been made and not then, unless the claim is reasonable.
- 6.5.8 Where the performance of the Work has been delayed by an act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly or by a stop work order issued by a court or other public authority as a result of any act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly or by any other cause within the Contractor's control, the Owner shall be reimbursed by the Contractor for all costs, losses and damages incurred by the Owner as a result of such delay, including the cost of all services required by the Owner and the costs of the Consultant's and Project Consultants' services during or as a result of the delay period. The Owner shall be entitled to set off its costs, losses and damages for such delay against the amounts owing to the Contractor under the Contract. For greater certainty, costs resulting from delays due to the non-availability of specified items shall be covered by this paragraph, where such delays could reasonably have been avoided by the Contractor.
- 6.5.9 The Contractor shall take all reasonable steps to reschedule the Work and to minimize the effect of any delay to the Owner and to the Project.
- 6.5.10 If following the submission by the Contractor of a claim for an extension or adjustment of the Contract Time or adjustment in the Stipulated Sum, the Owner and the Contractor agree on such extension, this agreement shall be recorded in a Change Order signed by the Owner and the Contractor.

## **PROTECTION OF PERSONS AND PROPERTY**

### ***DELETE ENTIRE SECTION (9.1) AND REPLACE WITH.....***

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

- 9.1.1 The Contractor shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage, except damage which occurs as the result of:
- 9.1.1.1 errors in the Contract Documents;
  - 9.1.1.2 acts or omissions by the Owner, the Consultant, the Local Architect, the Project Consultants, other contractors (other than Suppliers or Subcontractors), their agents and employees.
- 9.1.2 Without limiting the generality of paragraph **9.1.1**, when required by law or for the safety of the Work or adjoining property, the Contractor shall shore up, brace, underpin and protect foundations and other portions of existing structures which are in any way affected by the Work. The Contractor before commencement of any part of the Work shall give any notices required to be given to adjoining landowners or other parties.
- 9.1.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.



- 9.1.4 Should the Contractor in the performance of the Contract damage the Work, the Owner's property or property adjacent to the Place of the Work, the Contractor shall be responsible for making good such damage at the Contractor's expense or for paying the cost of making good such damage if such damage is made good by another contractor as a result of the Contractor's failure to make good such damage.
- 9.1.5 Should damage occur to the Work or Owner's property for which the Contractor is not responsible, the Contractor shall make good such damage to the Work and, if the Owner so directs, to the Owner's property. The Contractor's Fee, Stipulated Sum and Contract Time shall be adjusted as provided in **GC 6.1 - CHANGES**, **GC 6.2 - CHANGE ORDER** and **GC 6.3 - CHANGE DIRECTIVE**.
- 9.1.6 The Contractor shall not undertake to repair and/or replace any damage whatsoever to adjoining property or acknowledge the same was caused or occasioned by the Contractor, without first consulting the Owner and receiving written instructions as to the course of action to be followed.
- 9.1.7 Where there is danger to life or property, the Contractor may take such emergency action as necessary to protect the persons or property endangered. Provided that the Contractor did not create or contribute to the situation endangering life or property, it shall be paid its costs for taking such emergency action as provided in **GC 6.1 - CHANGES**, **GC 6.2 - CHANGE ORDER** or **GC 6.3 - CHANGE DIRECTIVE**.
- 9.1.8 The Contractor shall take all reasonable precautions to prevent loss or damage caused by vandalism to the Work or the Place of the Work, or caused by vandalism to or theft, pilferage or unexplained disappearance of property or Products stored at the Place of the Work and other property of the Owner forming part of the Work or located within those areas of the Project to which the Contractor and those persons employed directly or indirectly by the Contractor have access. The Contractor shall have full responsibility for the security of property at the Place of the Work and shall reimburse the Owner for any such loss or damage to the extent the same is not covered by the Owner's insurance.
- 9.1.9 The Contractor shall give notices and comply with (and shall be solely responsible for compliance with) applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss, including but not limited to OSHA laws, rules and regulations. The Contractor agrees to hold harmless and indemnify the Owner and the Consultant and their respective agents and employees against claims, fines, losses and expenses (including legal fees) arising out of or resulting in whole or in part from Contractor's failure to comply with the Contract Documents, legal safety requirements or other prudent or reasonable safeguards.

## **PART 11 INSURANCE AND CONTRACT SECURITY**

***DELETE ENTIRE SECTION (11.1) AND REPLACE WITH.....***

### **GC 11.1 INSURANCE**

*Add in New Pre-amble before Clause 1 of CCDC 41*

Pre-amble

Without limiting any of the Contractor's obligations or any of the Owner's rights or remedies under the Contract Documents, the Contractor shall provide, maintain, and pay for the insurance coverage CCDC 41 "CCDC Insurance Requirements" Published January 21, 2008 and as amended subsequently. The insurance shall be maintained continuously from the commencement of the Work to Final Completion of the Work, unless stipulated otherwise.

*Add New Clause 8.*

In the event of damage to or loss or destruction of any of the Work done, or any of the Products at the Place of the Work which are to be incorporated into the Work, the Contractor shall immediately notify the Owner, and the Owner shall thereupon have the Consultant determine the extent of the repairs, restoration, re-execution or replacement required in order to make good the damage or destruction, and to the extent that the costs of repair, restoration, or re-execution of the Work pursuant to such damage or loss or destruction are recoverable from insurance policies, the Contractor shall proceed promptly and with all due diligence to repair, restore or re-execute the Work to the

extent necessary to make good the damage or destruction and shall promptly repair, restore or replace the damaged or destroyed Products. The Contractor shall co-operate with the Consultant and the Owner in adjusting any insurance claims and in determining the extent of the repairs, restoration, re-execution or replacement required in order to make good the damage or destruction.

General Provisions Regarding the Contractor's Insurance

- (i) Each policy of insurance maintained by the Contractor shall provide that 60 days' prior written notice be given to the Owner and the Lender before any policy is suspended, materially detrimentally altered or cancelled;
- (ii) each policy of insurance maintained by the Contractor shall name the Owner, the City of Toronto, the Lender, the Contractor and all Subcontractors and such insurance shall name Her Majesty the Queen in right of Ontario as represented by the Minister of Culture as an additional insured for the purposes of the Project only.
- (iii) with an insurable interest as additional named insured's and/or loss payees as applicable and as their interests may appear;
- (iv) the Contractor shall produce a certificate or certificates evidencing the forgoing insurance to the Owner and the Lender before the Contractor commences any Work under the Contract and shall, upon request, make arrangements to allow the Owner and/or the Lender to review the original insurance policies;
- (v) as applicable, all such policies shall contain provisions for cross-liability and severability of interests as between the Contractor and the Owner.

**GC 12.1 INDEMNIFICATION**

***DELETE ENTIRE SECTION (12.1) AND REPLACE WITH.....***

12.1.1 The Contractor shall indemnify, defend (with counsel reasonably acceptable to the Indemnified Party) and hold harmless the Owner, the City of Toronto, Consultant, Project Consultants, Local Architect, and agents and employees of any of them (each individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against all liabilities, claims, demands, losses, costs, damages, actions, causes of action, suits or proceedings and expenses in connection therewith, including legal fees and disbursements on a full indemnity basis (hereinafter called "Claims"), arising out of, relating to or resulting from performance of the Work, provided that such Claim, is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, caused by (and only to the extent caused by):

12.1.1.1 the negligent acts or omissions of, or the willful misconduct of, the Contractor, a Subcontractor or Supplier or anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. For greater certainty, the Contractor shall not be obligated to indemnify an Indemnified Party for Claims to the extent such Claims arise out of the sole negligence or willful misconduct of such Indemnified Party or its agents or employees.

12.1.2 The obligation of the Contractor to indemnify the Owner pursuant to **GC 12.1** shall be limited to \$5,000,000 per occurrence from the commencement of the Work until Substantial Performance of the Work and thereafter to an aggregate limit of \$5,000,000.

12.1.3 The Contractor at Contractor's sole expense (and not as part of the Cost of the Work) shall promptly dispose of all Claims, defend all lawsuits filed against an Indemnified Party in respect of a Claim, pay all judgments rendered against an Indemnified Party in such lawsuits, and reimburse each Indemnified Party upon demand for all reasonable expenses incurred by such Indemnified Party in connection with such Claims and lawsuits including legal fees and disbursements, witness fees and court costs on a full indemnity basis.

- 12.1.4 The Owner shall act as agent for the benefit of the Indemnified Parties and other third parties who are not party to this Contract with respect to the Contractor's indemnity and other covenants set forth in this Section and any other indemnities provided by the Contractor for the benefit of such third parties under the Contract.
- 12.1.5 The Owner shall indemnify and hold harmless the Contractor, the Contractor's agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the Place of the Work.
- 12.1.6 **GC 12.1 - INDEMNIFICATION** shall govern over the provisions of paragraph **GC 1.4** of - RIGHTS AND REMEDIES or DAMAGES AND MUTUAL RESPONSIBILITY.

### **GC 12.3 WARRANTY**

#### ***DELETE ENTIRE SECTION (12.3) AND REPLACE WITH.....***

- 12.3.1 The Contractor warrants to the Owner that Products furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor or its Subcontractors or Suppliers, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.
- 12.3.2 The warranty period with regard to the Contract is one year from the date of Substantial Performance of the Work or those periods specified in the Contract Documents for certain portions of the Work or Products. The Contractor acknowledges and agrees that it will obtain on behalf of the Owner, on the request in writing of the Owner and at the Owner's expense, extensions of warranties from applicable Subcontractors whose portions of the Work are substantially performed before Substantial Performance of the Work such that all warranties will expire at least one year after Substantial Performance of the Work.
- 12.3.3 The Contractor shall be responsible for the proper performance of the Work to the extent that the design and Contract Documents permit such performance.
- 12.3.4 The Contractor shall promptly correct at its expense defects or deficiencies in the Work which appear prior to or during the warranty periods specified in the Contract Documents and shall correct or pay for damage resulting from corrections so made.
- 12.3.5 The Owner shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.
- 12.3.6 The Contractor shall enforce the warranty obligations of Subcontractors and Suppliers which shall include the following provisions:
- 12.3.6.1 each Subcontractor or Supplier shall correct promptly at its own expense defects or deficiencies in the work which appear prior to and during the warranty periods specified in the Contract Documents.
  - 12.3.6.2 each Subcontractor or Supplier shall correct or pay for damage resulting from corrections made under the requirements of this agreement.
- 12.3.7 The Contractor shall be responsible for obtaining Product warranties in excess of one year as specified in the Contract Documents on behalf of the Owner from the manufacturer. These Product warranties shall be issued by the manufacturer to the benefit of the Owner.
- 12.3.8 The Contractor covenants and agrees and represents and warrants that the Contractor is able to perform the Work.
- 12.3.9 The Contractor agrees to assign to the Owner, on receipt of final payment due hereunder, prior to the expiry of the warranty period in the benefit of:

- (a) all Products warranties in excess of one year obtained by the Contractor from Suppliers of Products for the Project;
- (b) all warranties obtained from Subcontractors in excess of one year; and
- (c) any other warranties in excess of one year or extended warranties obtained by or on behalf of the Contractor in connection with the Work.

The Contractor shall ensure that the benefit of all such warranties shall be assignable by the Contractor to the Owner or shall name the Owner as a dual obligee and shall be assignable by the Owner to the Lender.

12.3.10 The Contractor's warranty shall not be affected by the specification of a Product or procedure unless Contractor objects in writing promptly, and in any event before performing any Work affected by or related to such Product or procedure, and advises the Consultant of possible substitute Products or procedures which will not affect the warranty.

12.3.11 The Contractor's warranty shall not be affected, diminished, or restricted by the limitations, restrictions, or conditions of a manufacturer, supplier or installer's warranty, including the expiration of any statute of limitations. Inability or refusal of a Subcontractor, Supplier or installer responsible for defective Work, to correct or warrant such Work shall not relieve Contractor from performing under the warranty.

**END OF SECTION**

**PART 1 - GENERAL**

**1.1. GENERAL INSTRUCTIONS**

1.1.1. Read and conform to:

1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.

1.1.1.2. Division 1 requirements and documents referred to therein.

**1.2. SUMMARY OF WORK**

1.2.1. General:

1.2.1.1. The instructions and requirements specified in this section shall be read in conjunction with the General Requirements issued. Unless specified otherwise, the General Requirements shall apply to all sections of the work. In the event of apparent or actual conflicts arising out of the operation of this Section and other Specification Sections issued, the most stringent condition shall take precedence.

1.2.1.2. It is the responsibility of the Trade Contractor to direct and implement all the work shown and specified, including construction facilities and requirements specified herein.

1.2.1.3. The organization of the Specifications into Divisions and Sections and the arrangement of Drawings are for ease of reference only and are not intended to control the division of Work among Trade Contractors or in establishing the extent of Work to be performed by any trade.

1.2.1.4. Unless the Contract expressly provides otherwise all obligations and responsibilities in these Contract Documents are obligations and responsibilities of the Trade Contractor. The Contract Documents are intended to describe all of the Work even though every item necessarily involved is not specifically mentioned.

1.2.2. Scope of the Work:

1.2.2.1. Work of this Contract comprises the provision of all material, tool, equipment, labour, and the like necessary for the proper execution of the Work in accordance with the full intent of the drawings and specifications, and shall include, but not necessarily be limited to, the following, as contained in Section 00 24 13 - SCOPE OF WORK.

1.2.2.2. Where products are supplied only by the Owner for incorporation into work of this Contract, the Owner will provide manufacturer's installation instructions for each product, if available, and the Trade Contractor's duties are as follows:

1.2.2.2.1 Unload and handle at site.

1.2.2.2.2 Promptly inspect delivered products, and give written report to Owner on condition of all items received.

1.2.2.2.3 Pay demurrage charges.

1.2.2.2.4 Install, connect and finish products as specified.

1.2.2.2.5 Remove packaging material from site and clean products.

**END OF SECTION**

## **1.1. GENERAL REQUIREMENTS**

### 1.1.1 Work By Owner

- a) Security Equipment Installation by Owner;
- b) Owner to supply to Contractor, lighting tracks and fittings for installation;
- c) Owner to supply and install track lighting heads;
- d) Owner to supply to Contractor, wood flooring and flooring adhesive for installation by Contractor.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

#### 1.1.1. Read and conform to:

1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.

1.1.1.2. Master Format 2014 requirements and documents referred to therein.

### **1.2. CASH ALLOWANCES**

1.2.1. Disbursements from Cash Allowances are intended for work not shown or described in the Bid Documents shall be authorized by Consultant in writing, as applicable.

1.2.2. Cash Allowances shall not be marked up by the Contractor.

1.2.3. Extend to Owner refunds, trade and quantity discounts which may be received in purchasing under Cash Allowances, except cash discounts for prompt payment.

1.2.4. Cash Allowances may be reduced by the owner at the full credit value of the goods and services to achieve budget savings.

1.2.5. In submitting final adjustments of Cash Allowances, include duplicate, summary statements and copies of receipted invoices substantiating purchases under Cash Allowances.

### **1.3. TOTAL OF CASH ALLOWANCES**

1.3.1. Total of cash allowances

### **1.4. UNIT PRICES**

1.4.1. Ensure unit prices include labour, materials, Products, equipment, services and respective overhead, profit (excluding VAT), disbursements and related charges and represent the actual addition for extra Work or credit for deleted Work, to Contract Price.

### **1.5. ALTERNATIVE PRICES**

1.5.1. Ensure alternative prices include labour, materials, Products, equipment, services and respective overhead, profit (excluding VAT), disbursements and related charges required for substituting, deleting or changing of materials, Products and/or construction from that shown or specified and represent the total amounts which will be **added** to or **deducted** from Base Bid Price (as noted for each item). If any or all following alternatives are required to be included in the Contract, no change to Contract Time will be allowed unless otherwise stated with respective Alternative Price.

### **1.6. ITEMIZED PRICES**

1.6.1. Ensure itemized prices are **included** in Base Bid Price.

1.6.2. Ensure itemized prices include labour, materials, Products, equipment, services and respective overhead, profit (excluding VAT), disbursements and related charges required to provide these items and represent total amounts in the Contract Price. Products and/or construction from that shown or specified and represent the total amounts which will be **added** to or **deducted** from Base Bid Price (as

noted for each item). If any or all following alternatives are required to be included in the Contract, no change to Contract Time will be allowed unless otherwise stated with respective Alternative Price.

**1.7. SEPARATE PRICES**

- 1.7.1. Ensure separate prices are **not included** in Base Bid Price.
- 1.7.2. Ensure separate prices include labour, materials, Products, equipment, services, coordination with other services and respective overhead, profit (excluding VAT), disbursements and related charges required to provide these items and represent total amounts which will be added to Base Bid Price if these items are required to be included in the Contract. No change to Contract Time will be allowed unless otherwise stated with respective Separate Price.

**1.8. CHANGED, ADDITIONAL OR LESSER WORK**

- 1.8.1. Changes in the work shall be covered under Section 00 43 13 – SUPPLEMENTARY BID FORM and as set out below as applicable.
- 1.8.2. For additional work (extras):
  - 1.8.2.1. The overhead and profit fee shall be applied to the cost of work before taxes and subcontractor costs, and after credits have been deducted, and shall include head and site office expenses, project manager, assistants, site office and storage facilities, utilities, site security, telephone, internet and facsimile transmission costs.
  - 1.8.2.2. Performed by the Trade Contractor's or Trade Subcontractors' own forces and resources:
    - 1.8.2.2.1 For changes less than \$20,000, 10% may be added to the actual cost of products, materials, equipment, labour, and statutory charges applicable to labour costs only, to cover the cost of overhead, administration, supervision, and small tools with a value, when new, of less than \$500.00, and profit.
    - 1.8.2.2.2 For changes greater than \$20,000, 7% may be added to the actual cost of products, materials, equipment, labour, and statutory charges applicable to labour costs only, to cover the cost of overhead, administration, supervision, and small tools with a value, when new, of less than \$500.00, and profit.
  - 1.8.2.3 Performed by Trade Subcontractors' or Suppliers' own forces and resources:
    - 1.8.2.3.1 Five percent (5%) may be added to the actual Trade Subcontractors' or Suppliers' quotation to cover the Trade Contractor's or Trade Subcontractors' cost of overhead, administration, supervision, and small tools with a value, when new, of less than \$500.00, and profit.
- 1.8.3 For less work (credits):
  - 1.8.3.2 Nil percent (0%) shall be deducted from the actual cost of products, materials, equipment, labour, and statutory charges applicable to labour costs only, to cover the cost of overhead, administration, supervision, and small tools with a value, when new, of less than \$250.00, and profit.
- 1.8.4 For work where additional and less work cancel each other out:
  - 1.8.4.2 There shall be no entitlement to charge for fees and compensation for work where the additional and less work cancel each other out.



- 1.8.5 For work cancelled prior to Authorization to Proceed:
- 1.8.5.2 There shall be no entitlement to charge for fees and compensation for work cancelled prior to authorization to proceed.
- 1.8.6 In computing amounts for extras and credits, credits shall be deducted from the total sum of the extra before statutory charges, overhead, etc., and profit are added. Where changes affect the quantities of products, materials, and labour of the same kind, the value of changes shall be based on the net difference in quantity.
- 1.8.7 Labour costs are to include burden on wages such as taxes, worker compensation charges, CPP, EI, and insurance, safety meetings, estimating, as-built drawings, small tools, site facilities, material delivery, storage and hoisting, warranties, parking, travel, clean up, inspection fees, bonding and other burden and miscellaneous charges.
- 1.8.8 Payroll burdens shall be supported by a statutory declaration outlining the payroll burdens incurred, and are subject to audit by the Consultant and the Owner or its agents.
- 1.8.9 Products, materials and equipment shall be supported by quotations, and are subject to audit by the Consultant and the Owner and its agents.
- 1.8.10 Such information, detail and supporting documentation shall be submitted to support the changed, additional or lesser work as the Owner may deem necessary, and shall include, without limitation, all units of measure, quantities of materials, hours of labour required with respect to each class of work, and all other data necessary to substantiate fully and completely such work. Such information, details and supporting documentation are subject to audit by the Consultant and the Owner and their respective Agents.

**END OF SECTION**

---

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

#### 1.1.1. Read and conform to:

- 1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.
- 1.1.1.2. Division 1 requirements and documents referred to therein.

### **1.2. PROJECT COORDINATION**

#### 1.2.1. Coordinate progress of the Work, progress schedules, submittals, use of site, temporary utilities, construction facilities and construction work, in conjunction with the progress of works of other Trade Contractors.

#### 1.2.2. Construction Organization and Start-Up:

- 1.2.2.1. Comply with instructions from the Owner in the allocation of mobilization areas of the site; field offices and storage areas; access and parking facilities, and as outlined in Section 00 21 13 – INSTRUCTIONS TO BIDDERS – Item 7.0 Scheduling of the Work.
- 1.2.2.2. Comply with instructions from the Owner for use of temporary utilities and construction facilities.
- 1.2.2.3. Attend coordination meetings scheduled by the Owner for the purpose of reviewing progress of working drawings, clarification of Contract requirements and interfaces between Trade Contractors pertinent to the scheduling of the Work.
- 1.2.2.4. Submit to the Owner as directed a daily and/or weekly time sheet summary of hours worked for all field employees for each trade and identifying major work activities.
- 1.2.2.5. Determine, review and establish critical dimensions as it affects the Work, and cooperate with other Trade Contractors in order to define critical dimensions for the Work of others.

#### 1.2.3. Work Sequence:

- 1.2.3.1. Coordinate the stages of work, to accommodate Project requirements during construction; the sequence and direction of execution as required by Owner.
- 1.2.3.2. Coordinate the progress schedule with the Owner's requirements during construction.
- 1.2.3.3. Construct work in a manner to provide for limited continuous usage. Do not close off entire public access to east side of building.

#### 1.2.4. Trade Contractor's Use of Premises:

- 1.2.4.1. Trade Contractor shall limit use of premises, for Work, storage and access to allow for:
  - 1.2.4.1.1 Work by other Trade Contractors.
  - 1.2.4.1.2 Public usage at the east side of building (location determined by Contractor's phasing plan).
- 1.2.4.2 Coordinate use of premises with the Owner.
- 1.2.4.3 Assume full responsibility for protection and security of Products and Work under this Contract.
- 1.2.4.4 Limit operations to the prescribed areas including installation operations, storage areas and movement of vehicles and equipment.

- 1.2.4.5 Obtain and pay for use of additional storage or work areas if required for operations under this Contract, where such requirements are in excess of those available on site or those provided by the Owner.
- 1.2.4.6 Access and egress to and from the site of work areas shall be by the prescribed routes only.
- 1.2.4.7 Allow free and unrestrictive access to the Site, to the Owner, Architect, Engineer, their agents or representatives, or to any authorized person representing the Owner, and allow them to enter upon and inspect any or all parts of the Work under this Contract.
- 1.2.4.8 Carry out work in such manner as to cause a minimum of noise, vibrations, fumes, dust. Secure the approval of Owner before proceeding with any work which may cause fumes, dust, or the like, or interference. Provide all necessary precautions to protect existing property and people.  
**If work exceeds the vibration and noise thresholds, work may be stopped and work process revised.**
- 1.2.5 Partial Use and Occupancy:
  - 1.2.5.1 Schedule and substantially complete designated portions of work for public use prior to substantial performance of entire work.
  - 1.2.5.2 Owner will occupy designated areas for purpose of fit-up work, storage of furnishings and equipment and installation of equipment.
  - 1.2.5.3 Trade Contractor shall allow access for Owner's personnel to operate HVAC and electrical systems.
  - 1.2.5.4 Certificate of Substantial Performance will not be issued for each designated portion of Work prior to Owner occupancy, but only at Substantial Performance of the entire Project.
- 1.2.6 Continuity of Service and Owner's Operations: Where existing services or operations must be cut, removed or temporarily diverted or suspended as part of the work of the Contract, give adequate notice to the Owner of the interruption and do not proceed until approval is given. Active services to existing buildings shall be protected and maintained without interruptions.
- 1.2.7 Superintendence:
  - 1.2.7.1 The Trade Contractor shall provide a full time job superintendent, construction or project manager to supervise, manage and direct general field operations and to coordinate work of the various trades and Trade Subcontractors, and a fully staffed field organization as necessary to carry out all the functions expected and required in order to manage and administer a Project of this size, nature and complexity.
  - 1.2.7.2 The Trade Contractor shall provide other personnel as necessary to direct and control the Work on Site, such personnel to be well experienced, competent in their specialized fields and having full knowledge and experience in directing the Work under their charge.
  - 1.2.7.3 Whenever there are more than 30 workers on the Project, all Trade Contractors and Trade Subcontractors included, the Trade Contractor or its Trade Subcontractors shall then provide a designated assistant superintendent for each additional 50 workers, or fraction thereof, unless express written permission to the contrary has been provided by the Owner. These assistant superintendents shall be in addition to office clerks, timekeepers and similar employees of the Trade Contractor at the Project Site.
  - 1.2.7.4 The Trade Contractor's job superintendent, Owner or project manager and their assistants shall be in attendance at all times during regular working hours or otherwise so long as the Work is being executed.
  - 1.2.7.5 In the event of sickness or vacation, suitable replacement(s) shall be provided acceptable to the Owner.

- 1.2.7.6 In the event of ceasing to be in the employ of the Trade Contractor, suitable replacement(s) shall be provided acceptable to the Owner.
- 1.2.7.7 The Owner reserves the right to require the removal from the Project of any of the Trade Contractor's employees for reasons within the Owner's sole discretion.
- 1.2.8 **Publicity and Media Relations:**
  - 1.2.8.1 No photographs of the site or any portion of the Work will be permitted without prior approval of Owner.
  - 1.2.8.2 No press or publicity releases will be permitted.
  - 1.2.8.3 Trade Contractor agrees not to discuss any aspects of this Project with any persons directly or indirectly connected with the news media. All inquiries shall be directed, in the first instance, to the Owner.
- 1.3 **PROJECT MEETINGS**
- 1.3.4 **Administrative: The Owner shall:**
  - 1.3.4.1 Schedule and administer project progress meetings throughout the progress of the Work.
  - 1.3.4.2 Distribute written notice of each meeting 4 days in advance of each meeting to Owner, Architect, Engineer and Trade Contractors.
  - 1.3.4.3 Provide physical space and make arrangements for meetings.
  - 1.3.4.4 Record the minutes. Include significant proceedings and decisions and identify "Action By" parties.
  - 1.3.4.5 Reproduce and distribute copies of minutes within 3 days after each meeting and transmit to meeting participants and affected parties not in attendance.
  - 1.3.4.6 The Trade Contractor shall designate, in accordance with Clause 4.7, subject to Owner's approval, a fulltime individual as representative(s) of the Trade Contractor. Said representative(s) will be present at the job site as deemed necessary by Owner and will:
    - 1.3.4.6.1 Supervise, manage and direct general field operations.
    - 1.3.4.6.2 Coordinate the work.
    - 1.3.4.6.3 Attend project and such other meetings as required and/or as requested.
    - 1.3.4.6.4 Review the work of other Trade Contractors associated with the work of this Trade Contractor.
    - 1.3.4.6.5 Have the authority to make binding commitments associated with the work of the Trade Contractor.
    - 1.3.4.6.6 Designate an acceptable alternate if not available.
    - 1.3.4.6.7 Ensure representatives of Trade Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the party each represents.
  - 1.3.4.7 Failure to be present at the job site and/or to carry out the above will not relieve the Trade Contractor's responsibilities to maintain project objectives and schedule in accordance with Contract Documents.
- 1.3.5 **Pre-Construction Meeting:** A pre-construction meeting will be arranged by Owner or designated representative immediately upon award of Contract. The Trade Contractor shall ensure attendance by authorized representatives of Trade Contractor and his Trade Subcontractors. The purpose of this meeting will be to commence the work under this Contract, to acquaint the Owner's and Trade

Contractor's designated personnel with each other, and to discuss methods and means by which full cooperation and coordination of all participants can be achieved during the execution of the Work.

1.3.6 Safety Meetings:

1.3.6.1 The Trade Contractor organized and attends weekly Safety Meetings as required by the Owner.

1.3.6.2 Agenda may include the following:

1.3.6.2.1 Safe work practices.

1.3.6.2.2 Accident reporting and investigations.

1.3.6.2.3 Health and safety inspections.

1.3.6.2.4 Health and safety committees.

1.3.6.2.5 Orientation and training.

1.3.6.2.6 Emergency preparedness.

1.3.6.3 The Trade Contractor's Foreman shall attend daily Coordination Safety meetings prior to shift.

1.3.7 Progress Meetings:

1.3.7.1 The Trade Contractor shall attend weekly Progress meetings as required by the Owner. The Trade Contractor shall ensure responsible persons attend who have the required authority to commit Trade Contractor to carry out agreements reached at the meeting. Trade subcontractors, suppliers and others shall be in attendance as requested.

1.3.7.2 Agenda may include the following:

1.3.7.2.1 Review, approval of minutes of previous meeting.

1.3.7.2.2 Matters arising from minutes of previous meeting.

1.3.7.2.3 Review of work progress since previous meeting.

1.3.7.2.4 Resolution of field observation, coordination, conflict and interface problems.

1.3.7.2.5 Resolution of design interpretation.

1.3.7.2.6 Resolution of construction schedule impediments.

1.3.7.2.7 Review shop drawing and sample submission schedule; expedite as required.

1.3.7.2.8 Review offsite fabrication and delivery schedule; expedite as required.

1.3.7.2.9 Review Contract change order status and approvals; expedite as required.

1.3.7.2.10 Review pending changes and substitutions.

1.3.4.2.11 Review proposed changes for effect on construction schedule and completion date.

1.3.4.2.12 Maintenance of quality.

1.3.4.2.13 Maintenance of safety standards.

1.3.4.2.14 Establishing corrective measures and procedures to regain Project schedule.

1.3.4.1.15 Revisions to construction schedule.

1.3.4.1.16 Review of weekly schedule and manpower loading for upcoming work period.

1.3.4.1.17 Other business.

1.3.5 Communications:

1.3.5.1 All communication to the Owner, Architect, Engineer, Authorities having jurisdiction, or any representative of the above, either written or verbal, shall be through the Owner unless express written permission to the contrary has been provided by the Owner.

1.3.5.2 Any communication not so conducted shall not be binding or enforceable on any party.

1.3.5.3 Any communication so conducted under Clause 7.5.1 shall be documented and summarized in writing by the Trade Contractor within twenty-four (24) hours of the communication and immediately distributed to the Owner and other interested parties, noting:

1.3.5.3.1 Parties involved.

1.3.5.3.2 Subjects discussed.

1.3.5.3.3 Conclusions reached.

1.3.5.3.4 Action to be taken.

1.3.5.3.5 Time line for action.

1.3.5.3.6 All other pertinent information.

1.3.5.4 If the outcome of such communication in any way affects the work of the Trade Contractor or any other Trade Contractor or Trade Subcontractor, the Trade Contractor shall be liable for all costs involved unless specifically authorized otherwise in writing by the Owner.

1.4 **SUBMITTALS**

1.4.1 Administrative:

1.4.1.1 Submit to architect submittals listed in applicable specification sections for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the work.

1.4.1.2 Prepare instructions and data required in Documents by personnel experienced in the respective areas of Work.

1.4.1.3 Work affected by the submittal shall not proceed until review is complete.

1.4.1.4 Review submittals prior to submission to architect. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents.

1.4.1.5 Verify field measurements and affected adjacent Work is coordinated.

1.4.1.6 Trade Contractor's responsibility for errors and omissions or for deviations from requirements of Contract documents is not relieved by the architect's review.

1.4.2 Record Documents and Samples:

1.4.2.1 Maintain at the site one record copy of:

1.4.2.1.1 Contract Drawings.

1.4.2.1.2 Specifications.

1.4.2.1.3 Addenda.

1.4.2.1.4 Change orders and other modifications to Contract.

1.4.2.1.5 Reviewed shop drawings, product data, and samples.

- 1.4.2.1.6 Field test records.
- 1.4.2.1.7 Inspection certificates.
- 1.4.2.2 Keep record documents and samples available for inspection by Owner and architect.
- 1.4.3 Progress Reports:
  - 1.4.3.1 Keep a permanent written record of the progress of the Work for all phases of the Work and make available or provide a copy when requested.
  - 1.4.3.2 The record shall show the dates of commencement and completion of all parts of the Work coming under the Contract.
- 1.4.4 Shop Drawings and Product Data:
  - 1.4.4.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Trade Contractor to illustrate details of a portion of the Work.
  - 1.4.4.2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.
  - 1.4.4.3 Adjustments made on shop drawings by Owner or Consultant are not intended to change the Contract Price.
  - 1.4.4.4 Make changes in shop drawings as Owner or Consultant may require.
  - 1.4.4.5 Shop drawings shall show weights and dimensions in units to match Contract Documents.
  - 1.4.4.6 Submit shop drawings for each requirement requested in specification Sections and as Owner may reasonably request.
  - 1.4.4.7 Submit 1 reproducible transparency, 3 prints of architectural shop drawings, 4 prints of structural/mechanical/electrical shop drawings, and additionally submit drawing files on CD in AutoCAD v2000 or compatible format for use in review process, of each requirement requested in the Specifications Sections and as the Owner or Consultant may reasonably request. This includes providing all materials lists, schedules, etc., in an electronic format.
  - 1.4.4.8 Submit 4 product data sheets or brochures for requirements requested in Specification Sections and as the Owner or architect may reasonably request where shop drawings will not be prepared due to standardized manufacture of product.
  - 1.4.4.9 Submit 4 samples of each product requested in the Specification Sections and as Owner may reasonably request.
  - 1.4.4.10 All drawings, product data and samples shall be submitted prepaid to architect's business address sufficiently in advance of construction requirements to allow required time for reviewing, correcting, resubmitting and re-reviewing.
  - 1.4.4.11 All submittals shall be marked with the name of the Project, numbered consecutively and bear the stamp of approval of the Trade Contractor as evidence that the submittal has been checked by the Trade Contractor. Any submittals without this stamp of approval will not be considered and will be returned.
  - 1.4.4.12 If the submittal shows variations from the requirements of the Contract, the Trade Contractor shall make specific mention of such variation and clearly denote the deviation on the submittal in order that, if acceptable, suitable action may be taken for proper adjustment. Failure to carry out this process will not relieve the Trade Contractor of the responsibility for executing the Work in accordance with the Contract requirements even though the submittal has been approved.
  - 1.4.4.13 Submittals requiring resubmission shall have changes highlighted for clarity of review. Failure to highlight changes may be cause for rejection of submittal.

- 1.4.4.14 As part of their Scope of Work, Consultant shall review shop drawings no more than twice. Should three or more reviews be required because of Trade Contractor omissions causing resubmission requests, then Trade Contractor shall reimburse the Consultant for time expended in these extra reviews. Time shall be invoiced to the Owner (to be deducted from Contract amount and paid to Consultant by Owner) at rates recommended by Consultant's professional association and disbursements shall be invoiced at Consultant's cost. The Trade Contractor shall also cover direct costs associated with courier services and the like for these extra shop drawing reviews.
- 1.4.5 Interference Drawings:
- 1.4.5.1 Where required and/or when directed by architect, the Trade Contractor shall prepare and submit to architect interference and equipment placing drawings to ensure that all components will be properly accommodated within the spaces provided.
- 1.4.5.2 The Trade Contractor shall prepare drawings to indicate coordination and methods of installation of a system with other work where their relationship is critical. Ensure that all details of equipment apparatus, and connections are coordinated.
- 1.4.5.3 The Trade Contractor shall ensure that clearances required by jurisdictional authorities and clearances for proper maintenance are indicated on interference drawings.
- 1.4.6 Sleeving and Insert Setting Drawings:
- 1.4.6.1 Where required and/or when directed by the architect, the Trade Contractor shall prepare sleeving drawings showing size and location of all penetrations through load bearing elements. Submit sleeving drawings in the form of 1 transparency and 4 prints to architect for review not less than 15 days prior to construction of affected elements.
- 1.4.6.2 The Trade Contractor shall prepare insert setting drawings for work to be cast into concrete and/or mortared into masonry elements. Submit insert setting drawings in the form of a transparency and 4 prints to architect for review not less than 15 days prior to construction of affected elements.
- 1.4.7 Drawing Submittals:
- 1.4.7.1 The transparency will be returned to the Trade Contractor stamped and marked "NO EXCEPTION TAKEN", or "MAKE CORRECTIONS NOTED", or "REVISE AND RESUBMIT" or "REJECTED" or "SUBMIT SPECIFIED ITEMS", or "NOT REVIEWED".
- 1.4.7.2 When transparencies are returned "REVISE AND RESUBMIT", make the necessary alterations and resubmit reproducible transparency and prints, as described above, of the revised drawing for further review.
- 1.4.7.3 Transparencies returned "MAKE CORRECTIONS NOTED" may be used for reproduction of prints, and to execute the work in compliance with the Contract Documents. No other alterations are to be made to the drawings by the Trade Contractor subsequent to receipt of drawings stamped and marked as above. If further changes are made in addition to Owner's notations, then the drawings must be resubmitted for further review. Submit revised drawings for record purposes.
- 1.4.7.4 When transparencies are returned "NO EXCEPTION TAKEN", be responsible for distribution of additional copies of shop drawings as necessary and as requested by architect.
- 1.4.7.5 When transparencies are returned "REJECTED", prepare a new submittal that complies with the contract documents.
- 1.4.7.6 Copies shall be made from the reviewed transparency, bearing both Owner's and Consultant's review stamp and only the stamped copies shall be used on the work.
- 1.4.7.7 Fabrication shall not proceed until drawings have been reviewed, unless express written authorization is granted by Owner.



- 1.4.7.8 The Trade Contractor and each Trade Subcontractor are expected to operate as an expert in their respective fields. The Trade Contractor shall save Owner, Architect, Engineer and/or Owner harmless from any defects resulting from failure in this regard including cost of remedial action necessary before, during, or after completion of the work.
- 1.4.7.9 Drawings shall be prepared specifically for the Work. Shop drawings shall be originals executed by Trade Contractor. Consultants' original Contract Drawings or any part of same shall not be reproduced as shop drawings.
- 1.4.8 Drawing Review:
  - 1.4.8.1 The review of shop drawings and product data sheets will be for conformance with design concept. Such review shall not relieve Trade Contractor's responsibility for accuracy or completeness of such drawings, nor for proper fitting, performance of the Work, furnishing of materials or equipment, or work require by Contract and not indicated on shop drawings, and for quantity of materials or equipment.
  - 1.4.8.2 Shop drawing review shall not be construed as approving departures or variances from Contract requirements unless specifically requested by Trade Contractor and express written approval is granted by Owner and Consultant.
- 1.4.9 Submittal Log:
  - 1.4.9.1 Develop and submit a log of all shop drawings, product and data sheets mock-ups, and samples that will be prepared and submitted for this Project.
  - 1.4.9.2 Develop and submit a shop drawing, product and data sheet, and sample template in a format acceptable to the Owner and architect:
    - 1.4.9.2.1 Each drawing shall have a clear space approximately 100 mm x 500 mm on the right-hand side for "Date Received", "Action Taken", and "Approval" stamps.
    - 1.4.9.2.2 Each submittal shall give the name of the Project, the Project number, the name and address of the Owner, name and address of the Prime Consultant, name and address of the Trade Contractor, name and address of the supplier, and Manufacturer, and the trade name of the material and all other information necessary to completely identify both the material and the location in which the material is to be installed.
  - 1.4.9.3 Each product and data sheet and sample shall have a clear space approximately 100 mm x 200 mm on the right-hand side for "Date Received", "Action Taken", and "Approval" stamps.
  - 1.4.9.4 Develop and submit a log of all material that will be procured and expedited for this Project in a format acceptable to the Owner and architect.
- 1.4.10 Samples:
  - 1.4.10.1 The Trade Contractor shall submit samples required by Contract Documents and as directed by the Consultant.
  - 1.4.10.2 Where colour selection is required, the Trade Contractor shall submit manufacturer's full colour range for specified product line.
  - 1.4.10.3 The Trade Contractor shall submit samples with identifying labels bearing material or component description, manufacturer's name and brand name, Contractor's name, project name, location in which material or component is to be used, and date.
  - 1.4.10.4 The Trade Contractor shall prepay any shipping charges involved for delivering samples to destination point and returning to point or origin if required.
  - 1.4.10.5 No work requiring a sample submission shall be commenced until the submission has received Consultant's final review.

1.4.11 Record Drawings:

- 1.4.11.1 The architect will provide a set of white print drawings for the purpose of maintaining record drawings.
- 1.4.11.2 Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Owner.
- 1.4.11.3 Record information concurrently with construction progress. Do not conceal actual work until required information is recorded.
- 1.4.11.4 Legibly indicate each item to record actual construction including:
  - 1.4.11.4.1. Field changes of dimension and detail.
  - 1.4.11.4.2. Details not on original Contract Drawings.
  - 1.4.11.4.3. Locations of concealed components of Mechanical and Electrical services.
- 1.4.11.5 Identify Drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Owner.
- 1.4.11.6 Upon completion of the Work and prior to final inspection submit record documents to Owner.
- 1.4.11.7 Submit final record drawings in CAD Format on CD as well as 1 mylar reproducible and 4 print copies.
- 1.4.11.8 Submit draft as-built drawings to the Owner ten (10) days prior to substantial completion or final inspection, whichever occurs sooner, for review by the Owner and Consultants. Incorporate review comments correct and submit final record drawings to the Owner fifteen (15) days prior to substantial completion or final inspection, whichever occurs sooner.

1.4.12 Equipment and System:

- 1.4.12.1 Provide manufacturer's printed operations and maintenance instructions.
- 1.4.12.2 For each item of equipment and each system: give function normal operation characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replacement parts.
- 1.4.12.3 Operating Procedure: include start up, break-in, and routine normal operating instructions and sequences. Include regulations, control, stopping, shutdown, and emergency instructions. Include summer, winter and any special operating instructions.
- 1.4.12.4 Maintenance Requirements: include routine procedures and guide for trouble shooting; disassembly, repair, and reassembly instructions and alignment, balancing and checking instructions.
- 1.4.12.5 Provide servicing and lubrication schedule, and list of lubricants required.
- 1.4.12.6 Include sequence of operation by controls manufacturer.
- 1.4.12.7 Provide installed control diagrams by controls manufacturer.
- 1.4.12.8 Provide Trade Contractor/Trade Subcontractor's coordination drawings with installed colour coded piping diagrams.
- 1.4.12.9 Provide original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
- 1.4.12.10 Provide list of original manufacturer's spare parts, current prices and recommended quantities to be maintained in storage.

---

1.4.12.11 Additional requirements: Provide as specified in individual Specifications Sections.

1.4.13 Operating and Maintenance Manuals:

1.4.13.1 Instructions in this manual shall be in such form and language so as to facilitate the Owner in the proper operation and maintenance of building components.

1.4.13.2 Manuals are to contain operational information on equipment, cleaning and lubrication schedules, e.g. filters, overhaul and adjustment schedules and similar maintenance information.

1.4.13.3 In addition to information specified, include the following:

1.4.13.3.1 Title sheet labelled "Operating and Maintenance Instructions" containing Project name, Owner's name and date of Manual submission.

1.4.13.3.2 List of names, addresses, and phone numbers of Trade Contractor, Trade Subcontractors and suppliers who can affect repair or maintenance of equipment.

1.4.13.3.3 Safety procedures and safety inspection guidelines for testing, including checklist of inspection points and frequency, permitted performance thresholds.

1.4.13.3.4 List of contents.

1.4.13.3.5 Final Shop Drawings and project data of equipment.

1.4.13.3.6 Record drawings of mechanical and electrical installations.

1.4.13.3.7 Full description of building systems and operations.

1.4.13.4 Bind contents in a three-ring, hardcover, jacketed binder. Organize contents into applicable categories of work, parallel to Specification Sections.

1.4.13.5 Outline of Contents: Operations and Maintenance Manual

Part I: Name and address of Owner  
Name and address of Trade Contractor  
Name and address of all Trade Subcontractors

Part II:  
Appropriate design criteria  
Appended to listing of equipment, include service depot, phone numbers and contacts  
Parts list, including availability  
Installation details  
Operating Instructions  
Maintenance Instructions for equipment  
Maintenance Instructions for finishes  
Shop Drawings and Product Data  
Warranties  
Copies of approvals and certificates

1.4.14 Submission of Manuals:

- 1.4.14.1 Submit 3 copies of completed operating and maintenance manuals in final form to the Owner 14 days prior to Substantial Completion, unless otherwise stated in the Contract Documents.
- 1.4.14.2 One copy will be returned with Consultant's and Owner's comments.
- 1.4.14.3 Revise content of document as required prior to final submittal.
- 1.4.14.4 Submit 3 copies of revised operating and maintenance manuals in final form to the Owner within 7 days after final inspection.

1.5 **SCHEDULES**

1.5.1 Schedules Required:

- 1.5.1.1 Schedule of Values.
- 1.5.1.2 Construction Progress Schedule.
- 1.5.1.3 Shop drawing, product data and sample submittal and log.
- 1.5.1.4 Submittal Schedule for:
  - 1.5.1.4.1 Shop drawings.
  - 1.5.1.4.2 Product data and samples.
  - 1.5.1.4.3 Record (As-Built) drawings.
  - 1.5.1.4.4 Operation and Maintenance Manuals.
  - 1.5.1.4.5 Fabrication and delivery schedule for Materials and Equipment.
  - 1.5.1.4.6 Cash Allowances to enable timely purchasing of products.
- 1.5.1.5 Cash Flow Schedule.
- 1.5.1.6 Weekly Work Schedule and Manpower Loading.
- 1.5.1.7 List of proposed Trade Subcontractors and suppliers.
- 1.5.1.8 Written Safety Program.
- 1.5.1.9 Written QA/QC Program.
- 1.5.1.10 Material Procurement/Expediting Log.

1.5.2 Submissions:

- 1.5.2.1 Submit initial schedules within 7 days after award of Contract or Letter of Intent.
- 1.5.2.2 Submit 1 opaque reproduction plus 2 copies to be retained by the Owner.
- 1.5.2.3 Owner will review schedules and return reviewed copy within 7 days after receipt.
- 1.5.2.4 Resubmit finalized schedules within 7 days after return of reviewed copy.
- 1.5.2.5 Submit updated schedules with each application for payment and as otherwise instructed by Owner.
- 1.5.2.6 Distribute copies of the reviewed schedules to job site, Trade Subcontractors, Suppliers and other interested parties.

1.5.3 Responsibility:

- 1.5.3.1 Overall planning and control of the Project is in the care of the Owner.
- 1.5.3.2 The Trade Contractor shall plan and schedule the Work to provide an efficient flow of the Work to achieve the Contract completion date, and the overall project completion date.
- 1.5.3.3 Develop a detailed schedule as previously described, based on sequencing, phasing, and direction of installation required by the Project.
- 1.5.3.4 At the regular scheduling meetings, report on the actual progress of each element of Work, including work of Trade Subcontractors and Suppliers.
- 1.5.3.5 Report on firm established delivery and/or start dates for all critical material and equipment, of Trade Contractor and of Trade Subcontractors and Suppliers. Immediate notice shall be given to the Owner of all problems or anticipated problems in respect of deliveries of critical materials or trade operations.
- 1.5.3.6 Provide letters from Suppliers/Vendors agreeing to and/or guaranteeing delivery dates of specific materials/equipment when requested by the Owner.
- 1.5.3.7 Failure to meet agreed to and/or guaranteed dates shall not relieve Trade Contractor's responsibility to maintain Project objectives and schedule in accordance with Contract Documents.

1.5.4 Schedule of Values: Develop a balanced Schedule of Values showing breakdown of all Contract Work, in a format acceptable to the Owner and architect, broken down into sufficient detail as may be required to verify progress on the Project on a "work in place basis" and not on a "percentage complete basis".

1.5.5 Construction Progress Schedule:

- 1.5.5.1 Develop a detailed schedule in the following format, as previously described, based on sequencing, phasing, and direction of installation required by the Project.
  - 1.5.5.1.1 Prepare schedule in the form of a horizontal bar chart.
  - 1.5.5.1.2 Provide a separate bar line for each trade or operation, indicating pre- and post-construction activities.
  - 1.5.5.1.3 Provide horizontal time scale identifying the first work date of each week.
  - 1.5.5.1.4 Format in chronological order of the start of each item of Work.
- 1.5.5.2 Indicate the estimated time required for all items of Work to meet the Project schedule, including but not limited to:
  - 1.5.5.2.1 Acquisitions, purchases and deliveries.
  - 1.5.5.2.2 Shop drawings.
  - 1.5.5.2.3 Samples.
  - 1.5.5.2.4 Mock-ups.
  - 1.5.5.2.5 Offsite Testing.
  - 1.5.5.2.6 Fabrication and deliveries.
  - 1.5.5.2.7 Installations and/or placing.
  - 1.5.5.2.8 Checking and verifying own work.
  - 1.5.5.2.9 Time for review and approval by the Owner including time for resubmittals as required.

- 1.5.6 Submittal Schedule:
  - 1.5.6.1 Develop a submittal schedule identifying the development and submission of shop drawings, product data and samples, ordering, fabrication and delivery, and the like.
  - 1.5.6.2 Incorporate review comments from Owner and Consultants into submittal schedule.
  - 1.5.6.3 Agree with Owner on a numbering and I.D. system to be used for this Project.
- 1.5.7 Cash Flow Schedule: Submit an anticipated cash flow schedule by month for the duration of the Contract, based on net payments. Identify holdback releases.
- 1.5.8 Weekly Schedule and Manpower Loading:
  - 1.5.8.1 Provide expected average daily/weekly manpower requirements.
  - 1.5.8.2 Provide a detailed 2 week work schedule for that period, submitted in advance of the weekly coordination meeting.
  - 1.5.8.3 Identify problems on the previous week's operation and submit proposed solutions at coordination meetings.
- 1.5.9 List of Proposed Trade Subcontractors and Suppliers: Provide a list of proposed Trade Subcontractors and suppliers.
- 1.5.10 Written Safety Program: Provide a written safety program.
- 1.5.11 Written QA/QC Program: Provide a written QA/QC program.
- 1.5.12 Material Procurement: Provide a material procurement/expediting record.
- 1.5.13 Commissioning Schedule: Provide a commissioning schedule.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

#### 1.1.1. Read and conform to:

- 1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.
- 1.1.1.2. Division 1 requirements and documents referred to therein.

### **1.2. REGULATORY REQUIREMENTS**

#### 1.2.1. Permits, Licenses and Fees:

- 1.2.1.1. Where permits, licenses and inspection fees are required by authorities having jurisdiction for specific trade functions, they shall be obtained by particular Trade Contractor responsible for that work.
- 1.2.1.2. The Trade Contractor shall be responsible for ensuring that no work is undertaken which is conditional on permits, approvals, reviews, licenses, fees, until all applicable conditions are met. No time extension will be allowed for delay in obtaining necessary permits.
- 1.2.1.3. The Trade Contractor shall report to the Consultant and Owner in writing any condition which would prohibit granting of any permit or approval before work affecting such items is commenced.
- 1.2.1.4. The Trade Contractor shall give notice of completion of project prior to occupancy, as required by applicable legislation.

#### 1.2.2. Building Code, By-laws and Regulations:

- 1.2.2.1. The Trade Contractor shall carry out work in accordance with requirements of the National building Code, National Fire Code, the Canadian Environmental Protection Act, and the Ontario Building Code (latest issue of each, including all amendments and revisions) where conflicts between regulations exist, the most stringent shall apply.
- 1.2.2.2. The Trade Contractor shall carry out work in accordance with requirements of the Ontario Building Code, latest issue, including all amendments and revisions.
- 1.2.2.3. The Trade Contractor shall comply with requirements, regulations and ordinances of other jurisdictional authorities.
- 1.2.2.4. Where it is necessary to carry out work outside property lines, such as sidewalks, paving or concrete curbs, the Trade Contractor shall comply with applicable municipal requirements.
- 1.2.2.5. The Trade Contractor shall promptly submit written notice to Consultant and Owner, of observed variance of Contract Documents from requirements of Building Code and authorities having jurisdiction. The Trade Contractor shall assume responsibility for work known to be contrary to such requirements and performed without notifying Consultant and Owner.
- 1.2.2.6. Comply with Fire Commissioner of Canada (FCC) Standard No. 301, Construction Operation.

#### 1.2.3. Hazardous Materials:

- 1.2.3.1. The Trade Contractor shall comply with provisions of the Occupational Health and Safety Act as amended to include WHMIS (Workplace Hazardous Materials Information System).

- 1.2.3.2. The Trade Contractor shall ensure that Material Safety Data Sheets (MSDS) are available on site prior to first delivery to site of any controlled material or substance.
- 1.2.3.3. The Trade Contractor shall maintain on site for duration of Contract a hazardous materials log containing all required MSDS.
- 1.2.3.4. The hazardous materials log shall be open for inspection for Owner, Consultant, and all personnel on site.
- 1.2.3.5. The Trade Contractor shall ensure that workers are instructed in the purpose and content of MSDS.
- 1.2.4. Waste Management:
  - 1.2.4.1. The Trade Contractor shall comply with applicable regulations of the Ministry of Environment and Energy governing waste management.
  - 1.2.4.2. The Trade Contractor shall prepare and submit waste audit and waste reduction plan in accordance with Ontario Regulation 102/94 Waste Audits and Waste Reduction Work plans.
  - 1.2.4.3. The Trade Contractor shall prepare and submit source separation plan in accordance with Ontario Regulation 103/94 Industrial, Commercial and Institutional Source Separation Programs.

### **1.3. QUALITY CONTROL SUPERVISOR**

- 1.3.1. Designate a senior employee as the Trade Contractor's Quality Control Supervisor.
- 1.3.2. Duties will include involvement in training, instruction, planning, administrating, implementing, and enforcing the Owner's Quality Assurance Program.
- 1.3.3. Provide name and telephone number (site, office and residence) to Owner.
- 1.3.4. Ensure that designated person is trained and familiar with implementing a QA/QC program, and is on site at all times during construction activities, or as agreed to with the Owner.

### **1.4. INSPECTION**

- 1.4.1. The Owner's authorized agents or representatives shall at all times have access to the Work. If parts of the Work are in preparation at locations other than the Place of the Work, the Owner, the Owner, the Consultants or their authorized representatives shall be given access to such Work whenever it is in progress.
- 1.4.2. Give timely notice when requesting inspection if Work is designated for special tests, inspections or approvals by architect's instructions or the laws of the Place of the Work.
- 1.4.3. If the Trade Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have the inspections or tests satisfactorily completed and make good such work at no additional cost to Owner and/or architect.

### **1.5. INDEPENDENT INSPECTION AND TESTING AGENCIES**

- 1.5.1. Independent Inspection and Testing Agencies will generally be engaged by the Owner for the purpose of inspecting and/or testing portions of the Work. Costs of such services will be borne by the Owner.



- 1.5.2. Employment of inspection/testing agencies does not relieve the Trade Contractor's responsibility to perform Work in accordance with Contract Documents.
- 1.5.3. Trade Contractor shall do the following:
- 1.5.3.1. Notify testing agency minimum 48 hours in advance of operations to allow for assignment of personnel and scheduling of tests without causing delay in work.
  - 1.5.3.2. Provide testing agency with access to work at all times.
  - 1.5.3.3. Supply material samples for testing.
  - 1.5.3.4. Supply casual labour and other incidental services required by testing agency.
  - 1.5.3.5. Provide facilities for site storage of samples.
  - 1.5.3.6. Make good work disturbed by testing agency.
  - 1.5.3.7. When initial inspection and testing indicates non-compliance with Contract Documents, any subsequent inspection and retesting occasioned by non-compliance shall be performed by same testing agency and cost thereof born by Trade Contractor.
- 1.5.4. Requirements specified herein do not apply to the following:
- 1.5.4.1. Inspection and testing required by laws, ordinances, rules, regulations and orders of public authorities.
  - 1.5.4.2. Testing, adjustment and balancing of mechanical and electrical systems and equipment.
  - 1.5.4.3. Inspection and testing performed exclusively for Trade Contractor's convenience.
  - 1.5.4.4. Tests specified in Division 2 to 16 inclusive, to be included in Contract such as mill tests, certificates of compliance and testing to be carried out by Trade Contractor under direction of Consultant.
- 1.6. MOCK-UPS**
- 1.6.1. Where required by Contract Documents, the Trade Contractor shall construct mock-ups of work on site, in size and at location directed by the Owner or Consultant.
- 1.6.2. The Trade Contractor shall construct mock-ups prior to start of affected work. Allow sufficient time for Consultant's review. Work affected by mock-ups may not commence prior to acceptance of mock-up.
- 1.6.3. The Trade Contractor shall construct mock-ups to include all related specified materials and workmanship. Make revisions as directed by Consultant, in accordance with intent of Contract Documents, until mock-ups are acceptable.
- 1.6.4. Mock-ups, reviewed and accepted by Consultant, shall become the standard of quality against which installed work will be measured.
- 1.6.5. Mock-ups, by prior arrangement, may be incorporated into finished work if approved by Consultant.
- 1.6.6. Failure to prepare mock ups in ample time is not considered sufficient reason for the extension of Contract Time and claim for extension by reason of such default will be allowed.
- 1.6.7. Specification section identifies whether mock up may remain as part of the Work or if it is to be removed and when.

## **1.7. TOLERANCES**

- 1.7.1. Unless more stringent tolerances are required by a Section of the Specifications or a referenced standard, meet the following tolerances for installed work:
- 1.7.1.1. "plumb" shall mean plumb within 3 mm in 3 m.
  - 1.7.1.2. "level" shall mean level within 3 mm in 3 m.
  - 1.7.1.3. "square" shall mean not in excess of 10 seconds less or more than 90°.
  - 1.7.1.4. "straight" shall mean within 3 mm in 3 m under a 3 m straight edge.

## **1.8. DRAINAGE**

- 1.8.1. The Trade Contractor shall lay out and construct work to ensure that positive drainage is provided to roof drains, floor drains, site drains and catch basins, as set in their final position, preventing undrained areas and ponding.
- 1.8.2. The Trade Contractor shall ensure that allowable construction tolerances and structural deflection do not cause ponding of water.
- 1.8.3. The Trade Contractor shall report to Consultant/Owner in writing prior to executing work affected, in case adequate drainage cannot be provided.

## **1.9. REPORTS**

- 1.9.1. A copy of the inspection report will be provided to Trade Contractor.
- 1.9.2. Where Trade Contractor undertakes inspection and testing requirements, provide copies of the inspection reports to both the Owner and Consultants.
- 1.9.3. Provide copies to Trade Subcontractor/manufacturer/fabricator of the material being inspected or tested.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

- 1.1.1. Read and conform to:
  - 1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.
  - 1.1.1.2. Division 1 requirements and documents referred to therein.

### **1.2. INSTALLATION, MAINTENANCE, RELOCATION AND REMOVAL**

- 1.2.1. Provide and maintain construction facilities and temporary controls in order to execute the Work expeditiously.
- 1.2.2. Relocate as required and remove from site all such work after use.

### **1.3. GUARDRAILS AND BARRICADES**

- 1.3.1. The Trade Contractor will be responsible to provide, maintain and relocate as required, secure, rigid guard railings and barricades, floor and roof opening enclosures and any other safety protection where indicated on the drawings or where required for the work of the Trade Contractor to protect the public, workers, public and private property from injury or damage, in accordance with requirements of governing authorities.
- 1.3.2. In the event that the Trade Contractor does not provide adequate guardrails and barricades, the work will be performed by the Owner, and the cost of work credited to the Trade Contractors account.

### **1.4. SITE HOARDING/FENCING**

- 1.4.1. The Contractor will provide, maintain, and relocate as required, hoarding/fencing to enclose the site.
- 1.4.2. The Trade Contractor will maintain and replace all hoardings removed during Trade Contractor's operation.
- 1.4.3. The Trade Contractor will provide and maintain hoarding required for the Work of the Trade Contractor where such requirements are in excess of those provided by the Owner.

### **1.5. DEWATERING**

- 1.5.1. The Trade Contractor shall provide temporary drainage and pumping facilities to keep excavations and site free from standing water.

### **1.6. SCAFFOLDING**

- 1.6.1. The Trade Contractor is to design, furnish, install and subsequently remove scaffolding supports and bracing required to carry out his work.
- 1.6.2. The Trade Contractor shall maintain and replace all scaffolding platforms, guardrails and barricades and any other safety protection removed during Trade Contractor's operation.
- 1.6.3. The Trade Contractor shall provide and maintain scaffolding, ramps, steps and ladders, required for the Work of the Trade Contractor.

- 1.6.4. The Trade Contractor shall construct and maintain scaffolding in a rigid, secure and safe manner, independent of walls.
- 1.6.5. If required by the authorities having jurisdiction or the Owner, the Trade Contractor shall provide stamped, engineering drawings for all temporary support.
- 1.6.6. The Trade Contractor shall protect existing finished surfaces to remain from damage resulting from Trade Contractor's scaffolding erection, support, anchoring, lateral restraint, and general use. Do not anchor scaffolding or fasten to existing exposed architectural surfaces except where such surfaces will be concealed by new work. Design scaffolding to be self-supporting through non-anchored connections to the existing structure except where existing or future concealed surfaces are available for anchorage. Anchors at future concealed surfaces which are currently exposed architectural surfaces shall be of a removable type and shall be withdrawn upon dismantling of scaffolding.

## **1.7. HOISTING**

- 1.7.1. The Trade Contractor shall provide all materials, labour and equipment for the hoisting required for his work.
- 1.7.2. The Trade Contractor shall provide flagmen and signalmen properly trained to direct lifting and hoisting operations, complete with all necessary communication devices and for the provision of all slings, rigging, etc., in accordance with governing authorities requirements.
- 1.7.3. The Trade Contractor shall provide qualified hoist equipment operators.
- 1.7.4. The Trade Contractor shall provide, operate and maintain lifting equipment required for the Work of the Trade Contractor.
- 1.7.5. Locations and means for securing chain blocks, hoists or similar hoisting equipment to building structure shall be approved by the Owner and Structural Consultant. The Trade Contractor shall repair any damage for such activity at Trade Contractor's expense.

## **1.8. ACCESS AND CONSTRUCTION PARKING**

- 1.8.1. Use entrance, exits and on-site routes as directed by Owner.
- 1.8.2. No parking facilities are available on site. Parking shall be in accordance with directions provided by the Owner.
- 1.8.3. Work in areas of the property which are external to those areas defined as "Construction Areas" shall not be commenced without first obtaining written approval from Owner.
- 1.8.4. The Trade Contractor shall provide and maintain flag persons, traffic signals, barricades, and lights as required performing the Work and protecting the public.

## **1.9. USE OF THE WORK - STORAGE/LOADING**

- 1.9.1. Confine the Work and the operations of employees to limits indicated by the Contract Documents. Do not unreasonably encumber the premises with Products.
- 1.9.2. Storage of material shall be offsite with exception of material for 5 days' work requirements, which can be stored properly in the work area.
- 1.9.3. Fabrication shops shall not be set up within the building except as directed by the Owner.
- 1.9.4. Do not load or permit to be loaded any part of the Work with a weight or force that will endanger the Work or adjacent work.

**1.10. SANITARY FACILITIES**

- 1.10.1. The Contractor shall provide and maintain sufficient sanitary facilities for workers in accordance with local health authorities, at a designated central location.
- 1.10.2. Existing facilities in adjacent buildings or on adjacent properties may not be used during construction period.

**1.11. WATER SUPPLY**

- 1.11.1. The Contractor will provide and maintain a continuous supply of potable water for construction use, at a designated central location.
- 1.11.2. The Trade Contractor shall provide and maintain all temporary distribution lines, extensions and hoses as required to the Trade Contractor's workplace. Remove all temporary connections and lines on completion of Work and make good any damage.
- 1.11.3. The Trade Contractor shall arrange for connection with Owner, Owner and appropriate utility company. Pay all costs for installation, maintenance and removal.

**1.12. TEMPORARY HEATING AND VENTILATION**

- 1.12.1. The Contractor will provide and maintain temporary heating and ventilation to the building required during the construction period.
- 1.12.2. Construction heaters used inside the building must be vented to the outside. Salamanders are not permitted.
- 1.12.3. Temperatures will be maintained at a minimum 10 deg. C in areas where finishing construction is in progress unless indicated otherwise in the Specifications.
- 1.12.4. Heated areas must be ventilated and buildings will be kept free from exhaust or combustion gases, to meet all Ministry of Labour requirements.
- 1.12.5. The permanent heating and ventilating system may not be used to provide temporary heating and ventilating.

**1.13. TEMPORARY POWER AND LIGHTING**

- 1.13.1. General temporary power to be provided by the Contractor.
- 1.13.2. Temporary power distribution wiring shall comply with the Ontario Electrical Safety Code. Obtain inspection certificates for temporary electrical work.

**1.14 OFFICES/FIRST AID/FOOD SERVICE**

- 1.14.1 The Trade Contractor shall provide and maintain in a clean condition during progress of Work adequately lighted, heated and ventilated office with space for filing and layout of Contract Documents, located as directed by the Owner.
- 1.14.2 The Trade Contractor shall provide adequate first aid facilities as required.
- 1.14.3 The Trade Contractor shall provide adequate facilities for food service, and for consumption of same.
- 1.14.4 The Trade Contractor shall maintain facilities in a clean condition during progress of work. Relocate as required by the Owner and remove on completion.

**1.15 WELDING**

- 1.15.1 The Trade Contractor shall provide and pay all costs for welding machines, fuel and ancillary equipment required for construction purposes.
- 1.15.2 Operation of welding machines is permitted.
- 1.15.3 Exhaust from welding machines, shall be adequately vented to the exterior, otherwise welding equipment shall be located outside the building.

**1.16 EQUIPMENT/TOOLS/MATERIALS STORAGE**

- 1.16.1 The Trade Contractor shall provide and maintain, in clean and orderly condition, lockable weatherproof job boxes for storage, inside the work area, of equipment, tools and materials, as approved by the Owner.
- 1.16.2 The Trade Contractor shall relocate as required by the Owner.
- 1.16.3 The Trade Contractor shall protect and be responsible for all equipment, tools and material from weather, vandalism, damage and theft.
- 1.16.4 All small tools and equipment shall be grounded and shall comply with all codes, safety regulations and requirements.
- 1.16.5 The Trade Contractor shall not use any tools, equipment or materials belonging to the Owner or to any other Trade Contractor without their express written authorization.

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

- 1.17.1 The Trade Contractor shall protect surrounding private and public property from damage during performance of Work.
- 1.17.2 The Trade Contractor shall be responsible for damage incurred and pay all costs for correction.
- 1.17.3 Execute work to cause minimum interference and inconvenience with activities in existing occupied off-site premises and maintain safety to occupants.

**1.18 PROJECT CLEANLINESS**

- 1.18.1 The Trade Contractor shall maintain the work area in an orderly and tidy condition, free from accumulation of waste products and debris. Attention to continuous daily cleanup of work areas and minimization of dust creation is emphasized. Absolutely NO accumulation of dirt, debris and refuse is permitted outside of the designated construction zone.
- 1.18.2 The Trade Contractor shall remove and clean-up waste material and debris from the areas of installation and from unloading and storage areas on a daily or shift basis, whichever is the lesser time basis and deposit it in approved waste containers.
- 1.18.3 The Owner will provide approved waste containers, located where indicated, and shall remove waste material and debris from the site as required or scheduled.
- 1.18.4 The Trade Contractor shall clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

## **1.19 SIGNS**

- 1.19.1 The Trade Contractor shall maintain site and structure free from signs, trademarks or advertising.

## **1.20 SECURITY**

- 1.20.1 The Trade Contractor shall be responsible for the security of work and tools, materials and equipment supplied, stored and installed until all Work is complete and accepted by Owner and architect.

## **1.21 DUST CONTROL PROCEDURES**

- 1.21.1 A Dust Control Plan has been approved by the City of Toronto, identifying measures to control dust during construction activities. Reasonable precautions may include, but are not necessarily limited to, cessation of operations, cleanup, sweeping, sprinkling, compacting, enclosure, and use of windscreens or snow fences. The following measures shall be included as applicable:
- 1.21.1.1 The Trade Contractor will be responsible to provide daily wetting of all soft and hard surfaces and any excavation face on the site.
  - 1.21.1.2 The Owner will designate truck loading points to avoid trucks tracking potentially contaminated soil and demolition debris off site.
  - 1.21.1.3 Trade Contractors are responsible to ensure all trucks and vans leaving the site are cleaned of all loose soil and dust including the washing of tires and sweeping or washing of exteriors and tailgates by a designated labourer. The Trade Contractor should keep a daily log of each truck leaving the site, noting when the truck was cleaned and by whom.
  - 1.21.1.4 The Trade Contractor will be responsible for cleaning the roadway in cases where dirt is tracked outside the construction site. Where Trade Contractors fail to clean the roadway, the Owner will clean the road, with the cost of work credited to the Trade Contractor's account.
  - 1.21.1.5 Trade Contractors are responsible to ensure all trucks leaving the site, which have been loaded with indigenous soil or debris, are tarped.
  - 1.21.1.6 Trade Contractors are responsible to ensure that materials contain enough moisture to control dust emissions from the point of origin to their final destination. Whenever possible, the use of dust suppressants should be applied with the water.
  - 1.21.1.7 Trade Contractors are responsible to ensure speeds on site will not exceed 15 km/h.

## **1.22 FIRE AND LIFE SAFETY**

- 1.22.1 Fire Protection:
- 1.22.1.1 The Trade Contractor shall provide and maintain temporary fire protection equipment e.g. portable fire extinguishers, during performance of Work required by authorities having jurisdiction, governing codes, regulations and by-laws, to the satisfaction of the Owner and all local and insurance authorities in order to protect the property of the Owner and the Owner against fire hazards during construction.
  - 1.22.1.2 Maintain access to and egress from existing buildings adjacent to site for occupants in compliance with local fire authorities. Maintain hoardings and temporary signage installed for such purposes by Owner or other Trade Contractors.
  - 1.22.1.3 Bulk storage of flammable liquids and other hazardous materials are not allowed on the site.
  - 1.22.1.4 Flammable liquids must be handled in approved containers.

- 1.22.1.5 The bringing in, use, and disposal of gasoline, benzene or other flammable materials shall be handled with good and safe practice as required by authorities having jurisdiction.
- 1.22.1.6 The Trade Contractor shall provide fire extinguishers of the non-freezing chemical type in each temporary building, enclosure and trailer.
- 1.22.1.7 The Trade Contractor shall use fireproofed tarpaulins, or other approved means, to protect adjacent areas from damage due to any open flame activities (e.g. soldering, metal cutting or welding).
- 1.22.1.8 The Trade Contractor shall maintain fire protection for work. The Trade Contractor shall store paints and volatile substances in a separate and controlled location and inspect frequently. The Trade Contractor shall inspect temporary wiring, drop cords, extension cables for defective insulation or connections frequently. The Trade Contractor shall remove combustible wastes frequently. The Trade Contractor shall prohibit smoking in areas where volatile and flammable substances are used.
- 1.22.1.9 Upon request, the Trade Contractor shall furnish to Owner with evidence of compliance with project fire protection requirements.
- 1.22.1.10 Materials and components used to construct fire rated assemblies and materials requiring fire hazard classification shall be listed and labelled, or otherwise approved, by fire rating authority. Labeled materials and their packaging shall bear fire rating authorities label showing product classification.
- 1.22.1.11 Fire rated door assemblies shall include doors, frame, anchors and hardware and shall bear label of fire rating authority showing opening classification and rating.
- 1.22.1.12 Materials having a fire hazard classification shall be applied or installed in accordance with fire rating authority's printed instructions.
- 1.22.1.13 Fire rated assemblies shall be constructed in accordance with applicable fire test report information issued by fire rating authority. Deviation from fire test report will not be allowed.
- 1.22.1.14 The Trade Contractor shall construct fire separations as continuous, uninterrupted elements except for permitted openings. The Trade Contractor shall extend fire rated walls and partitions from floor to underside of structural deck above.
- 1.22.1.15 The Trade Contractor shall fill and patch voids and gaps around openings and penetrations in and at perimeter of assemblies so as to maintain continuity and to produce a fire resistant smoke tight seal, acceptable to jurisdictional authorities and Consultant.
- 1.22.2 Occupational Health and Safety:
  - 1.22.2.1 Safety is of prime importance on this Project.
  - 1.22.2.2 The Trade Contractor shall conform to safe work practices in accordance with regulations and authorities having jurisdiction.
  - 1.22.2.3 The Trade Contractor shall promptly report to Owner all accidents or if any claim is made by anyone against the Trade Contractor or Trade Subcontractor on account of any accident.
  - 1.22.2.4 The Trade Contractor shall provide at the site equipment to supply first aid service.
  - 1.22.2.5 The Trade Contractor shall enforce proper work methods and act immediately on directions regarding safety and work practices given by authorities having jurisdiction or by the Owner at no increase in Contract Price.
  - 1.22.2.6 Failure to comply with verbal or written instructions or orders from the Ministry of Labour inspector or other authorities as well as instructions from the Owner or Owner regarding safe work practices or provision of specified requirements under the Act shall be considered non-compliance of the Contract.



- 1.22.2.7 The Trade Contractor shall fully indemnify the Owner, the City of Toronto, its Employees, Agents, Representatives, Consultants and Sub-Consultants, and Owner for any charges or convictions flowing as a result of work performed under this Contract.
  - 1.22.2.8 The Trade Contractor shall maintain on site a copy of the latest edition of the "Occupational Health and Safety Act and Regulations for Construction Projects".
  - 1.22.2.9 The Trade Contractor shall ensure that all personnel are adequately equipped to comply with safety regulations and that sufficient safety equipment is available.
  - 1.22.2.10 Lack of equipment will not be reason for non-compliance.
  - 1.22.2.11 The Owner's Safety Policy shall be adhered to and will be enforced on this Project.
  - 1.22.2.12 The Trade Contractor shall provide all site tradesmen and staff with Safety Handbook.
  - 1.22.2.13 For the purposes of applicable occupational health and safety legislation, the Contractor, shall be designated the "Constructor", as defined by Ontario Act.
- 1.22.3 Safety Supervisor:
- 1.22.3.1 The Trade Contractor shall designate a senior employee as the Trade Contractor's Safety Supervisor.
  - 1.22.3.2 Duties will include involvement in training, instruction, planning, safety patrols, and enforcement of rules.
  - 1.22.3.3 The Trade Contractor shall provide name and telephone number (site, office and residence) to Owner.
  - 1.22.3.4 The Trade Contractor shall ensure that designated person is trained and familiar with giving first aid and has a valid St. John's Ambulance First Aid Certificate and is on site at all times during construction activities.
- 1.22.4 Workplace Hazardous Materials Information System (WHMIS):
- 1.22.4.1 The Trade Contractor shall be familiar with WHMIS regulations and be responsible for compliance.
  - 1.22.4.2 Controlled products shall be properly labelled.
  - 1.22.4.3 The Trade Contractor shall provide proper warning labels and training at the workplace.
  - 1.22.4.4 The Trade Contractor shall provide copies of material safety data sheets for any controlled product in the workplace.
  - 1.22.4.5 The Trade Contractor shall be responsible for all other requirements of the regulation as applicable to Employers.
  - 1.22.4.6 Maintain a hazardous material log book containing all required MSDS together with dates of delivery and quantities of product delivered, and account for all usage and waste on site, dates of removal and quantity of product removed. The hazardous material log book shall be open for inspection by the Owner, Consultants and all personnel on site.
  - 1.22.4.7 Before commencing any work on the site, attend Owner's Safety Orientation meeting and provide a proposal as to how hazardous materials will be stored and dispensed on the site, in addition, specifically outline the measurements which will be undertaken by the Trade Contractor to prevent damage or injury in the event of an accidental spill.
  - 1.22.4.8 The Trade Contractor shall provide Trade Contractor's "Handling Procedure" no later than 10 days following the Health and Safety Orientation meeting.
  - 1.22.4.9 Ensure that workers are instructed in the purpose and content of MSDS

**END OF SECTION**

---

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

#### 1.1.1. Read and conform to:

1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.

### **1.2. PRODUCT AND MATERIAL QUALITY**

1.2.1. Products, materials, equipment and articles (referred to as Products throughout the Specifications) incorporated in the Work shall be new, not damaged or defective, and of the best quality (compatible with Specifications) for the purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.

1.2.2. Defective Products will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is a precaution against oversight or error. Remove and replace defective Products at own expense and be responsible for delays and expenses caused by rejection.

1.2.3. Unless otherwise indicated in the Specifications, maintain uniformity of manufacturers for any particular or like item.

1.2.4. Do not use a product or material containing silicone or asbestos without prior written authorization from Owner.

1.2.5. Should any dispute arise as to quality of fitness of Products, decision rests strictly with Owner based upon requirements of Contract Documents.

### **1.3. STANDARDS AND TERMINOLOGY**

1.3.1. Where a standard has been adopted by these Specifications, the Trade Contractor shall incorporate minimum requirements of such standard into the work. Where requirements of Specifications are more stringent than those of the standard, follow more stringent requirements.

1.3.2. Reference to standards, specifications, handbooks and manufacturer's catalogues refer to latest edition thereof and all amendments or revisions applicable at bid closing date, unless date suffix is included with document number.

1.3.3. Wherever words "acceptable", "approved", "satisfactory", "selected", "directed", "designated", "permitted", "inspected", "instructed", "required", "submit", or similar words or phrases are used in standards or elsewhere in Contract Documents, it shall be understood, that "by (to) the Consultant" follow, unless context provides otherwise.

1.3.4. Where the words "provide", "provision", or similar words or phrases are used in Contract Documents, it shall be taken to mean "supply and install" unless specifically noted otherwise.

1.3.5. Where the word "others" is used in Contract Documents, it shall be taken to mean other Trade Contractors within the framework of the General Contract.

### **1.4. CERTIFICATION**

1.4.1. Building materials, components and elements specified without the use of trade or proprietary names shall meet requirements specified.

1.4.2. If requested by Consultant, the Trade Contract shall submit evidence of meeting requirements specified. Evidence shall consist of certification based on tests carried out by an independent testing agency.

- 1.4.3. Certification based on previous tests for same materials, components or elements is acceptable. Certification shall be in the form of written test reports prepared by testing agency.

## **1.5. SUBSTITUTIONS**

- 1.5.1. Purchased items or materials must meet the requirements of the Specifications. Be responsible for all costs for any modifications required for use of such items.
- 1.5.2. To receive approval of substitution, the proposed substitute shall be equal to or superior to the specified item. Requests for substitution shall be accompanied by documentary proof of equality and difference in price and delivery.
- 1.5.3. The Trade Contractor shall submit request to the Owner in writing and provide all technical data, samples and other information requested. No substitution shall be made without the written authority of the Owner, whose decision shall be final.
- 1.5.4. Products shall be applied, installed, connected, erected, cleaned and conditioned in accordance with manufacturer's instructions unless specified otherwise in Contract Documents.
- 1.5.5. Assume responsibility for any additional design, delay, material or installation costs resulting from the approved use of equivalent materials or equipment.
- 1.5.6. Consideration of substitution shall only be given where additional cost to Owner for Owner's and Consultants' services to review proposed substitution will be less than the net credit to be offered for substitution.

## **1.6. EXPEDITING**

- 1.6.1. Immediately after award of Contract review Product delivery requirements and anticipate foreseeable supply delays for any item. If delays in supply of Products are foreseeable, notify the Owner of such, in order that substitutions or other remedial action may be authorized in sufficient time to prevent delay in performance of Work.
- 1.6.2. In the event of failure to notify the Owner at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the Owner reserves the right to substitute more readily available Products of similar character at no increase in Contract Price.
- 1.6.3. The Trade Contractor shall utilize Canadian materials and products locally, if available and equivalent in price and quality.
- 1.6.4. The Trade Contractor shall submit when requested to do so by the Owner an updated Material Procurement/Expediting Record indicating clearly the status of material delivery and fabrication. Particulars to be covered by this record shall include the item identification, sub-vendor, order date, order number, shop drawing submission date(s) and review date(s), required delivery date, promised delivery date, date received, date checked and general remarks.
- 1.6.5. The Trade Contractor shall accumulate and submit similar records from Trade Subcontractors and ensure that Trade Subcontractors are properly and frequently expediting all equipment and material to meet delivery deadlines to suite installation schedule.
- 1.6.6. The Trade Contractor shall allow the Owner, Architect, Engineer, Owner, or their Representatives free access to the Trade Contractor's plant for visual inspection of allotted material and/or progress of the Work.

## **1.7. TRANSPORTATION**

- 1.7.1. The Trade Contractor shall pay transportation costs to the site for products and mock-ups required in the performance of Work.

## **1.8. STORAGE, HANDLING AND PROTECTION**

- 1.8.1. The Trade Contractor shall handle and store Products in a manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- 1.8.2. The Trade Contractor shall remove and replace damaged products at own expense and to the satisfaction of Owner.
- 1.8.3. The Trade Contractor shall store packaged and bundled products in original and undamaged condition with manufacturer's seals and labels intact.
- 1.8.4. The Trade Contractor shall store products subject to humidity related changes in dimension in environmentally controlled conditions.

## **1.9. WORKMANSHIP**

- 1.9.1. Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed.
- 1.9.2. The Trade Contractor shall immediately notify the Owner if required work is such as to make it impractical to produce required results.
- 1.9.3. Do not employ any unfit person or anyone unskilled in their required duties. The Owner reserves the right to require the dismissal from the site of workers deemed incompetent, careless, insubordinate or otherwise objectionable.
- 1.9.4. Decisions as to quality or fitness of workmanship in cases of dispute rest solely with the Owner, whose decision is final.

## **1.10. MANUFACTURER'S INSTRUCTIONS**

- 1.10.1. Unless otherwise indicated in Specifications, install or erect Products in accordance with the manufacturer's instructions. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.
- 1.10.2. The Trade Contractor shall notify architect in writing of conflicts between specifications and manufacturer's instructions, so that architect may establish appropriate course of action.
- 1.10.3. Improper installation or erection of Products, due to failure in complying with these requirements authorizes Owner and or architect to require removal and reinstallation at no increase in Contract Price.

## **1.11. CONCEALMENT**

- 1.11.1. In finished areas conceal pipes, ducts and wiring in floors, walls and ceilings except where indicated otherwise.
- 1.11.2. Before installation inform architect and Owner if there is contradictory situation. Install as directed by the architect.

## **1.12. EXPOSED WORK**

- 1.12.1. Where ducts, piping and conduits are permitted to be exposed they shall be neatly and uniformly laid out parallel to adjacent building lines and parallel to each other where they run in the same direction. Request consultant's review of exposed installations prior to start of work. At no cost to Owner make changes to exposed work as directed by the Owner where such work is not installed in accordance with Consultant's prior review.

1.12.2. Except where locations are specifically noted on drawings, install exposed mechanical and electrical fixtures including outlets, switches, thermostats, panels and other items, located on walls, in orderly and neatly laid out manner, lining up with each other and grouped together where possible. Request Consultant's review of proposed installation prior to start of rough-in work. Relocate at no cost to Owner any work which does not meet this requirement.

### **1.13. CUTTING AND REMEDIAL WORK**

1.13.1. Refer to Section 01 70 00 – EXECUTION AND CLOSEOUT REQUIREMENTS.

### **1.14. FASTENINGS**

1.14.1. The Trade Contractor shall provide metal fastenings and accessories in same texture, colour and finish as adjacent material unless indicated otherwise.

1.14.2. The Trade Contractor shall prevent electrolytic action between dissimilar metals and materials.

1.14.3. The Trade Contractor shall use non-corrosive hot dipped galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in the affected Specification section.

1.14.4. The Trade Contractor shall space anchors within their load limit or shear capacity and ensure that they provide positive permanent anchorage. Wood or any other organic material plugs are not acceptable.

1.14.5. The Trade Contractor shall keep exposed fastenings to a minimum, space evenly and install neatly.

1.14.6. Fastenings which cause spilling or cracking of material to which anchorage is made are not acceptable.

1.14.7. Fastener locations shall be as indicated on drawings or as directed by Consultant. Bear cost of relocating or concealing fasteners where not installed as drawn or as directed by Consultant.

### **1.15. PROTECTION OF WORK**

1.15.1. The Trade Contractor shall adequately protect Work completed or in progress. Work damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the Owner or architect, at no increase in Contract Price.

1.15.2. The Trade Contractor shall prevent overloading of any part of the Work or building. Do not cut, drill or sleeve any load bearing structural member, unless specifically indicated, without written approval of the Owner.

### **1.16. EXISTING UTILITIES**

1.16.1. The Trade Contractor shall connect to existing services or utilities at times directed by architect or local governing authorities, with a minimum of disturbance to Work, building occupants, pedestrian and vehicular traffic.

1.16.2. The Trade Contractor shall protect and maintain existing active services. When inactive services are encountered cap off in a manner approved by authority having jurisdiction and stake or otherwise record location of capped service.

**1.17. LOCATION OF FIXTURES**

- 1.17.1. Location of fixtures, apparatus, equipment, fittings, outlets, conduits, pipes and ducts shown or specified, but not dimensioned, shall be considered approximate.
- 1.17.2. The Trade Contractor shall request direction from Consultant to establish exact location. Any relocation caused by Trade Contractor's failure to request direction from Consultant shall be done by Trade contractor at no extra cost. Where job conditions require reasonable changes in indicated locations and arrangements, make changes at no additional cost.
- 1.17.3. The Trade Contractor shall conserve space and coordinate with work of other Sections to ensure that ducts, pipes, conduits and other items will fit into allocated wall and ceiling spaces, while ensuring adequate space for access and maintenance.

**END OF SECTION**

## **PART 1 - GENERAL**

### **1.1. GENERAL INSTRUCTIONS**

#### 1.1.1. Read and conform to:

- 1.1.1.1. CCDC 2 – 2008, Stipulated Price Contract as amended in the Contract Documents.

### **1.2. CUTTING AND PATCHING**

#### 1.2.1. Approvals: Submit written request in advance of cutting or alteration which affects:

- 1.2.1.1. Structural integrity of any element of the Project.
- 1.2.1.2. Integrity of weather-exposed or moisture-resistant elements.
- 1.2.1.3. Efficiency, maintenance, or safety of any operational element.
- 1.2.1.4. Visual qualities of sight-exposed elements.
- 1.2.1.5. Work of Owner or other Trade Contractors.

#### 1.2.2. Inspection:

- 1.2.2.1. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
- 1.2.2.2. After uncovering, inspect conditions affecting performance of work.
- 1.2.2.3. Commencement of cutting or patching shall be deemed to mean acceptance of existing conditions.
- 1.2.2.4. Coring and cutting work is to be located and reviewed by Consultant for acceptance before proceeding. Submit drawings indicating size and location of openings for Consultant's review and acceptance before proceeding if requested.

#### 1.2.3. Execution:

- 1.2.3.1. Perform cutting, fitting, and patching including excavation and backfill, to complete the Work.
- 1.2.3.2. Provide supports to assure structural integrity of surroundings; including devices and methods to protect other portions of the Work from damage.
- 1.2.3.3. Employ appropriate trades with skilled labour to perform cutting and patching.
- 1.2.3.4. Cut materials using proper equipment and methods
- 1.2.3.5. Remove and replace defective and non-conforming work.
- 1.2.3.6. Perform work to avoid damage to other work.
- 1.2.3.7. Prepare proper surfaces to receive patching and finishing.
- 1.2.3.8. Fit all work segments together to integrate with penetrations through surfaces and with other work.
- 1.2.3.9. Provide openings in non-structural elements of Work for penetrations of mechanical and electrical work.
- 1.2.3.10. Cut rigid material using power saw or core drill.
- 1.2.3.11. At penetration of fire-rated wall, ceiling, or floor construction, completely seal voids with fire-rated (fire-resistant) material, as specified to the full thickness of the construction element.
- 1.2.3.12. Refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

- 1.2.3.13. Provide samples of repair or refinishing for Consultants' review prior to, and as a basis of acceptance for, cutting or patching of exposed surfaces.
- 1.2.3.14. Provide protection from weather for areas which may be exposed by uncovering work and maintain excavations free of water.

### **1.3. FIELD ENGINEERING**

#### 1.3.1. Survey Requirements:

- 1.3.1.1. The Contractor will set up and maintain permanent reference points and elevations on the site.
- 1.3.1.2. The Contractor will provide a benchmark and two intersecting grid lines for layout by the Trade Contractor.
- 1.3.1.3. The Trade Contractor will be responsible for the layout of his own work from the permanent reference points and elevations and he shall verify all lines and levels of previous work upon which the work of this Contract will be erected. Employ a competent field engineer to lay out the work from those points.
- 1.3.1.4. Report in writing any discrepancies to the Owner.
- 1.3.1.5. Verify grades, lines, levels, and dimensions indicated and report any errors or inconsistencies to the Owner before commencing work. Confirm site dimensions on shop drawings submissions to allow prompt checking of shop and other drawings.
- 1.3.1.6. Shop drawings shall include drawings documenting field verified dimensions.
- 1.3.1.7. Commencement of the work will constitute acceptance of the existing conditions.
- 1.3.1.8. Locate, confirm, protect and preserve benchmarks and reference points. Inform the Owner immediately if benchmarks or reference points are disturbed or damaged by any work and pay for their repair and/or replacement.
- 1.3.1.9. Locate and fix grid lines and location of walls, partitions, shafts and all parts of the construction, as work proceeds, including exposed work.
- 1.3.1.10. Remove all trace of benchmarks or reference points prior to completion of the Work.
- 1.3.1.11. As work progresses, provide and maintain benchmarks at each floor, giving the exact elevation of the finished floor.
- 1.3.1.12. New construction must align exactly with existing construction after initial creep, settlement, and structural deflection where indicated on the drawings. Any difficulties with achieving this alignment shall be reported to the Owner immediately.
- 1.3.1.13. Where variances from set-backs and building dimensions set out in Contract Documents lead to a need for a variance from authorities having jurisdiction, Trade Contractor shall be responsible to obtain necessary consents.

1.3.2. Buried Services: Locate and verify all buried services and take particular care to prevent damage to same. Any damage shall be made good at no additional cost to the Owner. Notify and obtain approval from required authorities before any such excavating and uncovering.

#### 1.3.3. Records:

- 1.3.3.1. Maintain a complete accurate log of control and survey work as it progresses.
- 1.3.3.2. Locate, confirm and protect control points prior to starting Work. Preserve permanent reference points during construction.

#### 1.3.4. Subsurface or Hidden Conditions:



1.3.4.1. Promptly notify the Owner in writing if subsurface or hidden conditions at place of the work differ materially from those indicated in the Contract Documents, or a reasonable assumption of probable conditions based thereon.

1.3.4.2. After prompt investigation should the Owner determine that conditions do differ materially, instructions will be issued for changes in the Work.

1.3.5. Building Dimensions:

1.3.5.1. Ensure that necessary job dimensions are taken and Trade Subcontractors are coordinated for the proper execution of the work. Assume complete responsibility for the accuracy and completeness of such dimensions, and for coordination.

1.3.5.2. Assist Trade Subcontractors, with information for shop drawings, field dimensions and similar items.

1.3.5.3. 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 the requirements of the drawings, and ensure that work installed in error is rectified before construction continues.

1.3.5.4. Check and verify dimensions referred to work and interfacing of services. Dimensions, when pertaining to the work of other contracts, shall be verified with the Owner and with the Trade Contractor concerned.

1.3.5.5. Do not scale directly from the drawings. If there is ambiguity or lack of information, immediately inform the Owner and await his instructions before proceeding. Be fully responsible for rectifying, altering or redoing any work resulting from disregarding this clause.

**1.4. TESTING, ADJUSTING AND BALANCING OF SYSTEMS**

1.4.1. Refer to applicable Specification Section.

**1.5. SYSTEMS DEMONSTRATIONS**

1.5.1. Description:

1.5.1.1. The Trade Contractor shall demonstrate operation and maintenance of equipment and systems to Owner's personnel prior to date of Substantial Performance.

1.5.1.2. The Owner will provide list of Owner's personnel to receive instructions and will coordinate their attendance on mutually agreed to dates.

1.5.2. Quality Control: The Trade Contractor shall provide for manufacturers' authorized representatives to demonstrate operation of equipment and systems, instruct Owner's personnel and provide written report that demonstration and instructions have been completed.

1.5.3. Submittals:

1.5.3.1. The Trade Contractor shall submit schedule of time and date for demonstration of each item of equipment and each system 2 weeks prior to designated dates for Owner's approval.

1.5.3.2. The Trade Contractor shall submit reports within 1 week after completion of demonstration, that demonstration and instructions have been satisfactorily completed.

1.5.3.3. The Trade Contractor shall give time and date of each demonstration with a list of all personnel present.

1.5.4. Conditions for Demonstrations:

- 1.5.4.1. Equipment has been previously inspected and put into operation in accordance with individual Specification sections prior to demonstrations.
- 1.5.4.2. Testing, adjusting and balancing have been performed and equipment and systems are fully operational.
- 1.5.4.3. The Trade Contractor shall provide copies of completed operation and maintenance manuals for use in demonstrations and instructions.

1.5.5. Demonstration and Instructions:

- 1.5.5.1. The Trade Contractor shall demonstrate start-up, operation, control, adjustment, trouble shooting, servicing and maintenance of each item of equipment or systems.
- 1.5.5.2. The Trade Contractor shall instruct personnel in all phases of operation and maintenance using operation and maintenance manuals as the basis of instruction.
- 1.5.5.3. The Trade Contractor shall review content of manual in detail to explain all aspects of operation and maintenance.
- 1.5.5.4. The Trade Contractor shall prepare and insert additional data in operations and maintenance manuals when the requirement for additional data becomes apparent during instructions.

**1.6. PROJECT CLOSEOUT**

1.6.1. Final Cleaning:

- 1.6.1.1. Immediately prior to Consultant review for Substantial Performance, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work.
- 1.6.1.2. The Trade Contractor shall remove waste materials and debris from the site at regularly scheduled times or dispose of as directed by the Owner. Do not burn waste materials on site.
- 1.6.1.3. The Trade Contractor shall leave the work broom clean before the inspection process commences.
- 1.6.1.4. The Owner will arrange to final clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain, enamel, baked enamel, plastic laminate, mechanical and electrical fixtures. The Trade Contractor shall replace broken, scratched or disfigured glass which has been damaged by his work.
- 1.6.1.5. The Trade Contractor shall vacuum clean and dust building interiors, behind grilles, louvers and screens.
- 1.6.1.6. The Trade Contractor shall clean exposed finished surfaces in accordance with respective material manufacturer's recommendations.
- 1.6.1.7. The Trade Contractor shall clean mechanical and electrical fixtures and other fittings of labels, wrappings, paper and other foreign material.
- 1.6.1.8. The Trade Contractor shall wax, seal, shampoo, seal or prepare floor finishes as recommended by the manufacturer.
- 1.6.1.9. The Trade Contractor shall broom clean and wash exterior walks, steps and surfaces.
- 1.6.1.10. The Trade Contractor shall remove dirt, stains and smudges, and other disfigurations from finished surfaces.

1.6.2. Documents:

- 1.6.2.1. The Trade Contractor shall collect reviewed submittals and assemble documents executed by Trade Subcontractors, suppliers, and manufacturers.
- 1.6.2.2. The Trade Contractor shall submit Project record documents prior to final Application for Payment.
- 1.6.2.3. All warranties shall commence with date of the total project Certificate of Substantial Performance unless indicated otherwise.
- 1.6.2.4. The Trade Contractor shall be responsible for obtaining and enforcing all required warranties.
- 1.6.2.5. All warranties shall be in the name of the Owner, and not the Trade Contractor.
- 1.6.2.6. The Trade Contractor shall examine all sections of the Specification(s) to ensure inclusion of all warranties specified.
- 1.6.2.7. The Trade Contractor shall execute transition of Performance Bond to warranty period guarantee.
- 1.6.2.8. The Trade Contractor shall submit a final statement of accounting giving total of adjusted Contract Price, previous payment and monies remaining due.
- 1.6.2.9. Consultant will issue a final change order reflecting approved adjustments to Contract Price not previously made.

1.6.3. Project Record Documents:

- 1.6.3.1. Submit warranties and bonds fully executed and notarized.
- 1.6.3.2. Section 01 30 00 – ADMINISTRATIVE REQUIREMENTS: Shop Drawings, Record (as-built) Drawings, Operation and Maintenance Manuals.
- 1.6.3.3. Product data, materials and finishes and related information.
- 1.6.3.4. Equipment and systems.
- 1.6.3.5. Individual Specifications sections: specific requirements for operation and maintenance data.

1.6.4. Inspection/Takeover Procedures:

- 1.6.4.1. The Trade Contractor shall be required, as part of their ongoing quality control procedures, to inspect their work on a regular basis and compile deficiency lists. Provide the Owner with copies of these lists on a regular basis, and in particular, before the Owner and/or Consultant undertakes inspections of the Work.
- 1.6.4.2. Prior application for Certificate of Substantial Performance, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and the building is clean and in condition for occupancy. Notify the Owner in writing, of satisfactory completion of the Work and request an inspection.
- 1.6.4.3. During the Owner's inspection, a list of deficiencies and defects, identified by the Owner, the Owner, the Consultants and other authorities having jurisdiction, will be tabulated. The Trade Contractor shall correct within agreed time schedule.
- 1.6.4.4. When Owner considers deficiencies and defects have been corrected and it appears requirements of Contract have been performed make application for Certificate of Substantial Performance.
- 1.6.4.5. A Certificate of Substantial Performance will not be issued until all Project record documents have been submitted and approved and all deficiencies and defects have been corrected and approved.

**END OF SECTION**