

Request for Quotation

Document Number: 2020-625Q

Document Title: TUB AND SHOWER ROOMS FLOOR REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY, BOLTON, PROJECT 19110

Date Issued: Monday, September 14, 2020

Non-Mandatory Bidder's Meeting date: Thursday, September 17, 2020 at 10:00 A.M. via Microsoft Teams

ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System no later than:

**12:00 noon local time
Tuesday, September 29, 2020**

It is the Bidder's sole responsibility to ensure that:

- the Bidder's Submission is received electronically by the Agency through the Bidding System by the date and time specified above

Procurement Representative: Karen MacDonald, Procurement Analyst
Telephone Number: (905) 791-7800, ext. 7622

For **TUB AND SHOWER ROOMS FLOOR REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY, BOLTON, PROJECT 19110**, as required, and as specified within this Document.

1. Cover Sheet
2. Index
3. Instructions to Bidders
4. Supplementary Terms and Conditions for Small Construction
5. Appendices:
 - 5.1 Specifications
 - Division 01 – General Requirements
 - Section 01 11 00 Summary of Work
 - Section 01 31 00 Project Management and Coordination
 - Section 01 33 00 Submittal Procedure
 - Section 01 35 30 Health and Safety
 - Section 01 35 33 Infection Control Procedures
 - Section 01 41 00 Regulatory Requirements
 - Section 01 45 00 Quality Control
 - Section 01 50 00 Temporary Facilities and Controls
 - Section 01 61 00 Product Requirements
 - Section 01 77 00 Closeout Procedures
 - Division 02 – Existing Conditions
 - Section 02 40 00 Demolition and Repairs
 - Division 09 – Finishes
 - Section 09 67 23 Epoxy Flooring
 - 5.2 Drawings
 - A01 Key Plan General Notes, and Site Plan, Construction Phasing/ Schedule Notes
 - A02 Demolition Plans and Notes Pictures – Existing Conditions
 - A03 Proposed Plans, Design Notes, Detail and Interior Room Finish Schedule
 - 5.3 Site Photographs
 - 5.4 Standard Terms and Conditions
 - 5.5 Form of Release at Substantial Performance of the Work
 - 5.6 CPM COVID-19 Form
 - 5.7 Online Bidding System Forms

1. **INFORMATION AND COMMUNICATIONS**

- 1.1 Any questions or information required regarding this Document must be submitted via peelregion.bidsandtenders.ca by clicking the 'Submit a Question' button for the selected bid opportunity at least four working days prior to closing. Do not submit your questions via e-mail. No oral communications will be considered binding.
- 1.2 Any Bidder who requests and/or receives any information, with regards to this document, by any person(s) other than the Procurement Representative or designate, may be disqualified from further consideration.
- 1.3 It is recommended that Bidders add noreply@bidsandtenders.ca to their "safe senders" lists in their e-mail systems and monitor their spam/ clutter/ junk filters to ensure they do not miss automatically generated messages sent by bidsandtenders.ca that relate to this bid opportunity.

2. **BIDDER SUBMISSIONS**

- 2.1 This Document is available to Bidders at peelregion.bidsandtenders.ca.
- 2.2 Only Bidders that are registered as a Plan Taker for this Document with Bids and Tenders at peelregion.bidsandtenders.ca and have obtained this Document from Bids and Tenders or the Agency, may submit a Bidder Submission.

Should the Agency receive a Bidder Submission that is subsequently found to be from a Bidder that is not a registered Plan Taker with Bids and Tenders at peelregion.bidsandtenders.ca, and the Bidder did not obtain the Document from Bids and Tenders or the Agency, the Agency reserves the right to reject the Bidder Submission as non-compliant and give it no further consideration for contract award.

- 2.3 **Bidders shall not make any changes or alterations to the Document as issued by the Agency on the Region of Peel's website.** The Bidder Submission of any Bidder found prior to award to have made such alterations shall be disqualified by the Agency and shall be given no further consideration.

In the event that following an award an alteration is discovered to have been made by the successful Bidder, the Document as issued by the Agency and made available on the Agency's website shall be deemed to contain the governing terms and conditions between the parties, and any alterations made to it by the Bidder shall be of no force or effect. The Agency shall further have the right, at its sole option, to terminate any Contract with a Bidder who, subsequent to award, is found by the Agency to have altered the Agency's Document. This right is in addition to and without prejudice to all other rights, remedies, actions or alternatives that may be available to the Agency.

- 2.4 Any documents forming part of a Bidder Submission uploaded to peelregion.bidsandtenders.ca by the Bidder in response to the Document must:
- 2.4.1 NOT have a security password.
 - 2.4.2 Not be defective, corrupted or blank.
 - 2.4.3 Be able to be opened and viewed by the Agency.
- 2.5 The Agency shall disqualify a Bidder Submission that contains documents that cannot be opened and verified by the Agency.
- 2.6 For the purposes of interpretation, all capitalized terms used herein shall have the same meanings ascribed thereto in the Document.

3. **NON-MANDATORY BIDDERS MEETING**

- 3.1 A non-mandatory Bidders Meeting has been scheduled that may assist bidders in preparing their bid submission. The on-line meeting is scheduled for **Thursday, September 17, 2020 at 10:00 A.M.**

The Non-Mandatory Bidders Meeting will be held through Microsoft Teams. The details for the Microsoft Teams Meeting are as follows:

.....

[Join Microsoft Teams Meeting](#)

[+1 647-749-9098](#) Canada, Toronto (Toll)

[\(844\) 589-6880](#) Canada (Toll-free)

Conference ID: 516 133 846#

- 3.2 Bidders are reminded that this meeting is NON-MANDATORY. Attendance at will be at the discretion of the Bidder, but Bidders who do not attend will be deemed to have received all of the information made available to attendees. A Bidder's failure to attend the Non-Mandatory Bidders Meeting is at the Bidder's sole risk and responsibility. Bidders may ask questions and seek clarifications at a Non-Mandatory Bidders Meeting. Notwithstanding that the Agency may give oral answers at a meeting, those answers shall not be considered final unless issued by way of an Addendum to the Bid Documents. Therefore, Bidders are strongly encouraged to submit these questions in writing in accordance with the instructions contained in the Bid Document.

No statement, consent, waiver, acceptance, approval or anything else said or done in any Bidders Meeting by the Agency or any of its respective advisors, employees or representatives shall amend or waive any provision of the Bid Documents, or be binding on the Agency or be relied upon in any way by Bidders, except when and only to the extent expressly confirmed in an Addendum to the Bid Documents issued in accordance with the process identified in the Bid Documents.

4. **DATE AND PLACE FOR RECEIVING VENDOR SUBMISSIONS AND ACCEPTANCE PERIOD**

- 4.1 ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Agency through the Bidding System and must be received **on or before 12:00 noon local time in Brampton, Ontario on Tuesday, September 29, 2020.**
- 4.2 The closing date and time shall be determined by the Agency's Bidding System.
- 4.3 Bidder Submissions submitted and/or received by any other method will be disqualified by the Agency unless instructed otherwise by published addenda in respect of the Document.
- 4.4 Only documents found on the Region of Peel's website at peelregion.bidsandtenders.ca are to be considered "official" documents. The Region of Peel accepts no responsibility for the accuracy or completeness of information found on other websites. The onus is on the Bidder to check the Region of Peel's website to verify they have received all relevant information. The Bidder risks submitting a non-compliant bid if addenda or other required information is missing, and disqualification could result.
- 4.5 It is the Bidder's sole responsibility to ensure their Bidder Submission is received by the time and date specified in the Agency's Bidding System. The receipt of Bidder Submissions can be delayed due to a number of factors including, but not limited to, "internet traffic", file transfer size, and transmission speed. The Bidder should allow sufficient time to upload its Bidder Submission, including any attachments. Late Bidder Submissions will not be accepted by the Agency's Bidding System.
- 4.6 A Bidder Submission will only be considered to be submitted once it has been RECEIVED by the Agency in its Bidding System, regardless of when the Bidder Submission was submitted by the Bidder.
- 4.7 Bidders will be sent a confirmation e-mail by the Agency's Bidding System to the e-mail address provided by the Bidder when it registered as a Plan Taker in the Bidding System for the Document advising that its Bidder Submission was submitted successfully. Bidders should **not** consider its Bidder Submission to have been submitted until it has received the confirmation e-mail.
- 4.8 The Bidder is solely responsible for the delivery of its Bidder Submission in the manner and by the closing date and time prescribed in the Agency's Bidding System. Each Bidder is responsible for the actual delivery of its Bidder Submission prior to the closing time and closing date.

- 4.9 The Agency is not responsible for any incomplete or misdirected Bidder Submissions due to electronic technical problems arising out of the Bidder's use of the Agency's Bidding System.
- 4.10 Bidder Submissions received by the Agency in accordance with the terms and conditions of the Document shall be irrevocable and open for acceptance for a period of 90 days following the date of the Bidder Submission closing.

5. **ADDENDA**

Addenda, if required, issued by the Procurement Representative and related to this Contract shall hereby form part of the Contract.

Any addenda related to this Contract will be posted through the Bidding System at peelregion.bidsandtenders.ca. Although the Bidding System will attempt to notify registered Bidders of when addenda are posted on the Bidding System, the Agency does not guarantee any receipt of notifications by Bidders and waives any responsibility. **It is the sole responsibility of Bidders to check the Bidding System often to inform themselves of any posted addenda.**

Bidders shall acknowledge receipt of any addenda when submitting their Bidder Submission through the Bidding System. Bidders shall check a box for each addendum and any applicable attachments that have been issued before a Bidder can submit their Bidder Submission online all in accordance with the terms and conditions of the Document and the Bidding System.

The Agency encourages Bidders not to submit their Bid Submission prior to forty-eight hours before the Document closing time and date, in the event that an addendum is issued. If a Bidder submits their Bidder Submission prior to this or at any time prior to the Document closing and an addendum is issued by the Agency, the Bidding System shall WITHDRAW their Bidder Submission and change their Bidder Submission to an INCOMPLETE STATUS (NOT accepted by the Agency) and the withdrawn Bidder Submission can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to:

- i) make any required adjustments to their Bidder Submission;
- ii) acknowledge the addendum/addenda; and
- iii) ensure the re-submitted Bidder Submission is RECEIVED by the Agency through the Bidding System no later than 12:00 noon local time on the Document closing date.

NOTES TO BIDDERS: Additional company contacts are recommended for the reasons outlined below:

- Do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition, for

example a company may have two divisions that could compete for the same bid opportunity.

- You are strongly urged, when creating or updating a Bidding System Bidder account, to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc., these additional contacts may act on your company's behalf and have the authority to receive addendum notifications from the Bidding System and where permitted by the terms and conditions of the Document, to submit Bidder Submissions electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- If you are an invited company contact, it is imperative that you create your login from the link contained in the e-mail invitation. Do NOT go directly to peelregion.bidsandtenders.ca website and create a separate Bidder account.

6. **QUANTITIES**

Quantities shown in the Document are approximate only and are based on information available to the Agency at the time of tendering. Final quantities for payment of tender items supplied on a unit price basis shall be based on actual field measurements as determined by the Agency.

7. **BID PRICING CHANGES**

The legislation and regulations governing the workplace in Ontario, including, without limitation, the Canadian *Income Tax Act*, the Canadian *Immigration and Refugee Protection Act*, Ontario *Employment Standards Act, 2000*, *Employer Health Tax Act*, *Labour Relations Act, 1995*, *Occupational Health and Safety Act* and *Workplace Safety and Insurance Act, 1997* may change at any time and may impact upon Bidders' pricing and overhead costs. In submitting its Submission, each Bidder hereby acknowledges that it has considered any proposed changes to legislation and regulations, and any impact such changes, if any, may have on its pricing. Bidders are advised that the Agency will not entertain requests to change submitted bid prices for this Document based on changes to the minimum wage or other legislative or regulatory amendments made under any statute. It is each Bidder's obligation to operate according to all applicable law at all times. For clarity, each Bidder takes on all risk and responsibility for cost increases due to legislative and regulatory changes. For further clarity, each Bidder takes on all risks due to health, environmental, social, emergency or other factors which may arise and which may result in unforeseen or otherwise uncalculated costs or legal circumstances to the Bidder in order to complete the Work, to keep its workers or the public safe according to applicable law and government order, or to address other intervening circumstances. The Bidder is required to arrange its own contractual and subcontractor obligations for labour, materials or other matters related to this contract so as to minimize or eliminate extra costs or circumstances which may jeopardize its ability to fulfill its contractual obligations to the Agency under this Document or Contract award.

8. **TIME OF COMPLETION**

The Contractor shall diligently complete the Work and agrees to have the Work Substantially Performed, that is, to achieve Substantial Performance, as defined in the *Construction Act* in accordance with this Document within **18 weeks** after written order for commencement of the Work by the Owner. The Contractor agrees that it will deliver the whole of the Work completed in accordance with this Document within **2 weeks** after the date of Substantial Performance.

If this time limit is not sufficient to permit completion of the Work by the Contractor within the Working Hours, the Contractor shall add and/or augment the Working Hours throughout the life of the Contract to the extent necessary to ensure that the Work will be completed within the time limit specified. Any additional costs occasioned by compliance with these provisions will be considered to be included in the prices bid for the various items of Work and no additional compensation will be allowed.

Any extension of Working Hours beyond those specified in this Contract will require written authorization of the Owner.

9. **NOTICES**

For the purposes of Part II.1 of the *Construction Act* (Adjudication), any notices, communications or delivery of documents to be given under the *Construction Act* will:

9.1 in the case of the Agency, be given by the Vendor, by electronic mail, to adjudication@peelregion.ca and to the individuals and locations indicated in the Agency's notice in writing delivered to the Vendor prior to the commencement of the Work; and

9.2 in the case of the Vendor, be given by the Agency to individuals and locations indicated in the Vendor's Bidder Submission.

10. **SUBCONTRACTORS**

The Bidder shall provide in the Bidder Submission the name and address of each of its proposed Subcontractors to be utilized in this project.

11. **HARMONIZED SALES TAX (HST) INFORMATION**

The Agency is subject to the payment of provincial and federal taxes imposed by the Provincial and Federal Governments and, if required, the collection of any withholding tax for non-resident Vendors. All prices within this document shall be quoted exclusive of HST.

12. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES**

The Vendor shall comply with the *Accessibility for Ontarians with Disabilities Act* 2005, and its Regulations thereunder with regard to the provision of goods or services to persons with disabilities. The Vendor acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act* 2005, the Region of Peel must, in deciding to purchase goods or services through its procurement process, consider accessibility for persons with disabilities to such goods or services. This

legislation can be accessed through the following link to the Government of Ontario's website: <http://www.ontario.ca/laws/statute/05a11>. You may also access this link at peelregion.ca/procurement, "Additional Information for Bidders" and view the accessibility standards.

13. **INVOICING AND ELECTRONIC PAYMENT INSTRUCTIONS**

13.1 **All invoices must be sent to the individual ordering the goods/ services or as directed at the time of the order placement. Failure to do so will result in a delay of payment.**

13.2 The Agency's method of payment is by Electronic Funds Transfer (EFT). The Vendor will be required to provide the Agency with the Application for Vendor Direct Deposit form containing original signatures in ink, by return mail, fax or hand delivered, the following banking information:

13.2.1 Names of two Company Officers, their titles, e-mail addresses, fax numbers, and phone numbers. Note: Both Company Officers must sign off on any subsequent changes to the Vendor's banking information.

13.2.2 Company mailing and remittance addresses.

13.2.3 Banking information including a void cheque.

13.2.4 The Vendor is required to notify the Agency of any changes to this information immediately.

Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110

These Supplementary Terms and Conditions are in addition to the Agency's Standard Terms and Conditions.

SC1 **DEFINITIONS**

Add the following to Standard Terms and Conditions Clause 1 Definitions

- (k) "Contractor" means the Vendor
- (l) "Consultant" means **Moon-Matz Ltd.**
- (m) "Construction Act" means the *Construction Act*, RSO 1990, Chapter C30 (as amended or replaced).
- (n) "Operator" means the Owner's operations and maintenance employees, and/or contract operator of the site where the Work is being performed.
- (o) "Proper Invoice" means an application for payment in the form of invoice provided by the Agency to the Vendor, if applicable, containing the information that may be required for the application for payment to constitute a "proper invoice" under the *Construction Act*, including the following:
 - 1. All of the information specified to be included in a proper invoice as set out in section 6.1 of the *Construction Act*, namely:
 - a. the Vendor's name and address;
 - b. the date of the application for payment and the period during which the Work was performed;
 - c. information identifying the authority, whether in the Contract or otherwise, under which the Work was performed;
 - d. a description, including quantity where appropriate, of the Work performed and Products supplied;
 - e. the amount payable for the Work performed, and the payment terms; and
 - f. the name, title, telephone number and mailing address of the person to whom payment is to be sent;
 - 2. an original statutory declaration in the form of CCDDC 9A, or other form of statutory declaration that includes the same unqualified declaration, certifying that all accounts of the Vendor have been paid in full, less only the amounts of holdback due to them for the relevant dates, that all liabilities incurred by the Vendor and its subcontractors, subconsultants, and suppliers in carrying out the Contract have been discharged and that all liens under the Contract have expired or have been satisfied, discharged or provided for by payment;

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

3. the total amount of expenditures to date and the total estimated expenditures to be made for the remaining balance of the Work;
 4. satisfactory evidence in the form of a Certificate of Clearance issued by the Workplace Safety and Insurance Board that the Vendor has made suitable provision for meeting any liability under the *Workplace Safety and Insurance Act*, 1997 prior to the release of any monthly progress payment;
 5. any certificates, inspection reports, or data resulting from commissioning and testing required under the Contract confirming the satisfactory completion of such commissioning and testing; and
 6. any additional information that the Agency or the Consultant, if applicable, may reasonably require.
- (p) "Release" means a release by the Contractor substantially in the form set out in the Document or as the Owner may prescribe.

SC2 WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

Add the following to Standard Terms and Conditions Clause 6 Compliance with Laws:

The Vendor clearly understands and agrees that it is not, nor is anyone hired by it, covered by the Agency under the *Workplace Safety and Insurance Act* S.O. 1997, c.16, Sch.A., as amended and the Vendor shall be responsible for and shall pay all dues and assessments payable under the *Workplace Safety and Insurance Act*, the *Employment Insurance Act*, S.C. 1996, c.23 or any *Act*, whether Provincial or Federal, in respect of itself, its employees and operations, and shall furnish the Agency, if requested, with such satisfactory evidence that it has complied with the provisions of any such Acts. If the Vendor fails to do so, the Agency shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the Agency shall have the right to pay same. The Agency is not the employer of the Vendor or its personnel under any circumstances whatsoever.

The Vendor shall, both prior to commencing Work under the Contract and within 90 days of the expiration of the Contract date, submit a Clearance Certificate from the Workplace Safety and Insurance Board to the Agency that all assessments or compensation have been paid, and the Agency may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The successful Bidder must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven days of award of the Contract.

SC3 OCCUPATIONAL HEALTH AND SAFETY

Add the following to Standard Terms and Conditions Clause 6 Compliance with Laws:

The Vendor, where this Contract involves construction, shall be designated as the "Constructor" for the purposes of the *Occupational Health and Safety Act*, R.S.O. 1990, c.0-1, as amended, for this project and shall assume all of the responsibilities of the Constructor as set out in that Act and its regulations. The foregoing shall apply notwithstanding that the Vendor may have been referred to as the "Contractor" in this and other related document.

The Vendor acknowledges that they have read and understood the *Occupational Health and Safety Act*.

The Vendor covenants and agrees to observe strictly and faithfully the provisions of the said *Occupational Health and Safety Act* and all regulations and rules promulgated thereunder. Provisions and obligations include but are not limited to making necessary response and change to operations required by any level of government pursuant to applicable law, regulation or special emergency order in the event of any health, environmental, social, emergency or other risk, including but not limited to response to municipal, provincial or federal orders related to the COVID-19 pandemic which are in place as of the date of closing of this Document. If the Agency assesses that the Vendor has not made sufficient response and change to operations to be in compliance with applicable law related to same, the Agency may, as a contractual obligation under this Document or Contract award, require additional Work modifications or arrangements as part of the appropriate response by the Contractor to public health, occupational health and safety or construction safety or to the above-noted risks or other emergency circumstances, which the Contractors shall accommodate at no extra cost to the Agency in order to protect its workers, the public or the Agency's staff unless the Vendor can provide proof acceptable to the Agency of additional costs. In addition, the Agency may choose to set up a contingency allowance to draw from during the applicability of government orders or regulation related to public health, occupational health and safety or construction safety measures to deal with health, environmental, social, emergency or other extraordinary risks, meant to address future government orders or regulations which are not in place as of the date of closing of this Document but which arise in the course of the Work. For any change order related to the above circumstances, the Vendor shall submit details of extra costs and agrees to charge actual costs on a zero mark-up basis.

The Vendor agrees to indemnify and save the Agency harmless for damages or fines arising from any breach or breaches of the said *Occupational Health and Safety Act*.

The Vendor agrees to assume full responsibility for the compliance with the said *Occupational Health and Safety Act*.

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

The Vendor further acknowledges and agrees that any breach or breaches of the *Occupational Health and Safety Act* whether by the vendor or any of its sub-contractors may result in the immediate termination of this Contract and the forfeiture of all sums owing to the vendor by the Agency.

The Vendor shall allow access to the work site, on demand, to representatives of the Agency to inspect work sites to confirm compliance with the *Occupational Health and Safety Act*. The Agency does not assume any liability or risk for non-compliance by the vendor with the *Occupational Health and Safety Act* by reason of such inspection.

The Vendor agrees that any damages or fines that may be assessed against the Agency by reason of a breach or breaches of the *Occupational Health and Safety Act* by the Vendor or any of its sub-contractors will entitle the Agency to set-off the damages so assessed against any monies that the Agency may from time to time owe the Vendor under this Contract or any other Contract whatsoever.

The Vendor shall provide a list of all controlled hazardous materials or products containing hazardous materials as defined under the *Occupational Health and Safety Act*, all physical agents or devices or equipment producing or omitting physical agent and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the *Occupational Health and Safety Act* and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required Work, prior to the performance of the Work and ensure that same are kept current. A copy of the Material Safety Data Sheet is to be delivered with the goods.

Where hazardous materials, physical agents and/or designated substances are used in the performance of the required Work, the Vendor shall ensure that the specific requirements of the *Occupational Health and Safety Act* and associated regulations are complied with.

The Agency reserves the right to terminate this Contract without penalty for non-compliance with the terms set out herein, health and safety regulations, the *Environmental Protection Act*, associated regulations and other applicable legislation.

The Vendor shall perform the Work so as to cause the public the least inconvenience possible. In particular, the Vendor shall not obstruct any street, thoroughfare, or footwalk longer or to a greater extent than necessary.

The Vendor shall take all reasonable precaution necessary to ensure the safety of the workers and the general public, particularly children who may play in the area of Work.

SC4 INSURANCE

Add the following to Standard Terms and Conditions clause 14 Insurance:

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

During the term of this Contract, the Vendor and each and every sub-contractor is required to maintain in full force and effect and at its own expense, the following insurance coverage:

1. General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the Vendor and those for whom the Vendor is responsible for in law. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$2,000,000 (2) name the Agency as additional insured (3) contain a severability of interests clause and cross liability clauses. The Vendor is responsible for payment of any loss or losses within the deductible or self-insured retention.
2. Contractor's Pollution Liability coverage having a limit of not less than \$1,000,000.

All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to the Agency acting reasonably (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to the Agency and (4) contain an undertaking by the insurers to notify the Agency in writing not less than 30 days before any material change, cancellation, lapse or termination of the policies.

Before the commencement of any operations hereunder, and within seven working days of award of the Contract, the Vendor shall provide the Agency a completed Certificate of Insurance on the Agency's form available at peelregion.ca/procurement, "Additional Information for Bidders" evidencing compliance with the policy requirements as detailed above.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole option of the Agency, forfeiture of the Contract.

SC5 RIGHT TO RETAIN MONIES

Delete clause 16 of the Standard Terms and Conditions entirely and replace it with the following:

"The Agency shall have the right to retain, out of monies payable to the Vendor under the Contract the total amount outstanding from time to time of all claims arising out of the default of the Vendor in any of its obligations to the Agency. In the event of the Vendor's insolvency, the Agency shall have the additional right to retain, out of monies payable to the Vendor pursuant to any other contract between the Vendor and the Agency which has not been settled by the Vendor or its insurers, the total amount outstanding from time to time of all claims arising

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

out of the default of the Vendor in any of its obligations to the Agency. For the purposes of this paragraph, a claim by the Vendor has been settled if payment has been made to and accepted by the claimant and a complete release obtained from it, or the claim has been fully investigated and a complete denial of liability has been made to and accepted by the claimant.”

SC6 TERMINATION

Add the following as a new paragraph to Standard Terms and Conditions clause 17 Termination:

- (c) Upon a termination, the Agency may publish a notice of termination in the form and manner prescribed in the *Construction Act*. For greater certainty, a termination in accordance with clause 17 of the Standard Terms and Conditions will be effective whether or not a notice of termination is published.

SC7 AGENCY CHANGES

Add the following to Standard Terms and Conditions new clause 24:

The Agency, through the Consultant (if any), without invalidating the Contract, may make changes in the Contract consisting of additions, deletions, or other revisions. The Vendor shall not perform a change in the Contract without written authorization.

SC8 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

Add the following to Standard Terms and Conditions new clause 25:

The following make up the Contract and if there is a conflict within the Contract, the order of priorities of the Document from the highest to the lowest shall be:

1. Addenda as issued
2. Supplementary Terms and Conditions
3. Standard Terms and Conditions
4. Specifications
5. Drawings
6. Online Bidding System forms
7. Instructions to Bidders

SC9 CONSULTANT'S ROLE

Add the following to Standard Terms and Conditions new clause 26:

The Consultant will provide administration of the Contract and will have authority to act on behalf of the Owner as follows:

- During construction until issuance of the final certificate for payment, and until the completion of any correction of defects.

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

- Determine the amounts owing to the Contractor under the Contract and will issue certificates for payment.
- To interpret the requirements of the Contract and make findings as to the performance thereunder by both parties to the Contract.
- Initial point of referral for claims, disputes, and other matters in question relating to the performance of the Work or the interpretation of the Contract.
- Authority to reject work, which in the Consultant's opinion does not conform to the requirements of the Contract. Whenever the Consultant considers it necessary or advisable, the Consultant will have authority to require inspection or testing of work, whether or not such work is fabricated, installed, or completed.
- Review and take appropriate action upon such Contractor's submittals as shop drawings.
- Prepare notices for changes.
- Receive and review written warranties and related documents required by the Contract and provided by the Contractor.

SC10 DEFECTIVE WORK

Add the following to Standard Terms and Conditions new clause 27:

The Contractor shall promptly remove and replace or re-execute defective work that has been rejected by the Owner or Consultant (if any) as failing to conform to the Contract whether or not the defective work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor at the Contractor's expense.

The Contractor shall make good promptly any property destroyed or damaged by such removals or replacements at the Contractor's expense.

If in the opinion of the Owner or Consultant (if any) it is not expedient to correct defective work or work not performed as provided in the Contract Documents, the Owner may deduct from the amount otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract.

SC11 ASBESTOS

Add the following to Standard Terms and Conditions new Clause 28:

The following procedures are summarized from Ontario Regulation 278/05 under the Occupational Health and Safety Act. This regulation should be referred to for clarification. The Agency expects these procedures to be followed in any of the following operations:

1. Installing or removing of manufactured products containing asbestos where sanding, cutting or similar operations are not

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

- required. Manufactured products include vinyl or acoustic tiles, gaskets, seals, packing, or asbestos cement products.
2. Using hand powered tools to cut, shape, drill or remove a manufactured product containing asbestos.
 3. Using power tools equipped with a high efficiency particulate filter dust collector to cut, grind or abrade a product mentioned in 1.2.1.
 4. Drilling a product mentioned in 1.2.1.
 5. The removal of drywall where asbestos joint filling compounds have been used.

SC12 WORK SCHEDULE

Add the following to Standard Terms and Conditions new clause 29:

The Contractor acknowledges that the place of Work is and will continue to be occupied by the Owner and the Owner will continue to carry out its normal operations at the place of Work. The Contractor agrees to perform the Work in the least intrusive manner possible. Without limiting the generality of the foregoing, the Contractor acknowledges and agrees that it shall carry out its duties, responsibilities, and obligations under the Contract in such a manner so as not to disrupt or interfere with any of the Owner's or any third party's existing facilities and ongoing operations or activities or other operations located in the area adjacent to, in the vicinity of or proximate to the place of Work.

The Contractor shall, if and when requested by the Owner or Consultant (if any), prepare, submit and adhere to the work schedule, indicating the timing of the major activities of the Work.

SC13 SHOP DRAWINGS

Add the following to Standard Terms and Conditions new clause 30:

If reasonably required by the Owner, the Contractor shall provide shop drawings as described in the Contract.

The Contractor shall review all shop drawings prior to submission. The Contractor represents by this review that: the Contractor has determined and verified all field measurements and field construction conditions, or will do so; Product requirements; catalogue numbers; and similar data and that the Contractor has checked and coordinated each shop drawing with the requirements of the Work and of the Contract. The Contractor shall confirm this review of each shop drawing by stamp, date, and signature of the person responsible.

SC14 SITE CONDITIONS AND CLEAN-UP

Add the following to Standard Terms and Conditions new clause 31:

The Contractor shall at all times maintain a clean and safe environment through the execution of the Work. Notwithstanding, the Contractor shall remove products, tools, construction machinery and equipment, and waste products and

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

debris, other than that resulting from the work of the Owner, other contractors or their employees on completion of the Work.

SC15 CONSTRUCTION LIEN, HOLDBACK, PAYMENT

Add the following to Standard Terms and Conditions new clause 32:

Applications for progress payments may be submitted monthly and shall contain all of the information and documents required in this Contract and of a Proper Invoice, to the extent applicable. The amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed at that date. The value of work performed will be established by the Vendor, Consultant (if any), and the Owner after a review of the Work.

The Agency will pay the Vendor on or before 28 Days after the delivery to the Agency by the Vendor of an invoice that complies with the terms of this Contract, subject to the certifications of the Work and the delivery of a notice of non-payment issued by the Agency in the form prescribed under the *Construction Act*.

Upon the achievement of Substantial Performance of the Work, as defined under the *Construction Act*, the Vendor shall provide the following documents to the Agency:

- (i) a written undertaking by the Vendor to complete expeditiously any outstanding Work and to discharge all unfulfilled obligations under the Contract;
- (ii) the Vendor's final claim for all amounts incurred before and on the date of Substantial Performance of the Work, as defined under the *Construction Act*;
- (iii) a Release by the Vendor; and
- (iv) a Statutory Declaration in the form of the CCDC 9A, or other form of statutory declaration satisfactory to the Agency that all liabilities incurred by the Vendor and its Subcontractors and suppliers in carrying out the Contract have been discharged and that all liens in respect of the Contract and subcontracts thereunder have expired or have been satisfied, discharged or provided for by payment into court.

Notwithstanding the foregoing, if the Vendor has not provided the documents required by the Standard Terms and Conditions by the 30th day after Substantial Performance of the Work, as defined under the *Construction Act*, the Agency shall be entitled to withhold an amount equal to up to 100 per cent of the amount of the statutory holdback as security for the Vendor's delivery of such outstanding documents or deliverables. In the event of a withholding under this provision, the Agency shall pay the withheld amount to the Vendor upon the earlier of (a) the Vendor's delivery of such documents, (b) the end of the limitation period related to any claim that could arise from the Vendor's non-delivery, and (c) a

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

determination by the Consultant that such withheld amount should be released to the Vendor.

Notwithstanding any other term or condition herein, the Agency shall not be obligated to make payment to the Vendor, if at any time such certificate or payment was otherwise due:

- .1 a claim for lien arising from the performance of the Work has been registered against the place of Work, or
- .2 the Agency or mortgagee of the place of Work has received a written notice of lien.

In the event that a construction lien arising from the performance of the Work is registered against the place of Work, or given to the Agency, the Vendor shall, within 10 calendar days, at its sole expense, vacate or discharge the lien from title to the premises. If the lien is merely vacated, the Vendor shall, if requested, undertake the Agency's defence of any subsequent lawsuit commenced in respect of the lien at the Vendor's sole expense.

In the event that the Vendor fails or refuses to vacate or discharge a construction lien within the time prescribed above, if the Agency receives a notice of lien, the Agency shall, at its option, be entitled to take all steps necessary to vacate and/or discharge the lien, and all costs and expenses incurred by the Agency in so doing (including, without limitation, legal fees on a full indemnity basis, disbursements, the cost of any security to vacate the lien and any payment which may ultimately be made out of or pursuant to security posted to vacate the lien) shall be for the account of the Vendor, and the Agency may deduct such amounts from amounts otherwise due or owing to the Vendor. If the Agency vacates the lien, it shall be entitled to retain all amounts it would be required to retain pursuant to the *Construction Act* if the lien had not been vacated.

Without limiting any of the foregoing, the Vendor shall indemnify the Agency for all costs (including, without limitation, legal fees on a full indemnity basis) it may occur in connection with the claim for lien or subsequent lawsuit brought in connection with the lien, or in connection with any other claim or lawsuit brought against the Agency by any person that provided services or materials to the place of Work which constituted a part of the Work.

This provision does not apply to construction liens claimed by the Vendor.

SC16 WARRANTY

Add the following to Standard Terms and Conditions new clause 33:

The warranty period with regard to the Work is two years from date of Total Payment of the Work or those periods specified in the Contract Documents for certain portions of the Work or Products.

**Regional Municipality of Peel Document 2020-625Q Supplementary Terms and Conditions
Procurement Division TUB AND SHOWER ROOMS FLOOR for Small Construction
REPLACEMENT AT VERA M. DAVIS LONG TERM CARE FACILITY,
BOLTON, PROJECT 19110**

The Contractor shall correct or pay for damage resulting from corrections of the requirements of the clause dealing with defective work including making good any property destroyed or damaged by removals or replacements.

The Contractor shall be responsible for obtaining any product warranties in excess of one year on behalf of the Owner from the manufacturer. Any product warranties shall be issued by the manufacturer to the benefit of the Owner.

SC17 CONTINGENCY ALLOWANCE

Add the following to Standard Terms and Conditions new clause 34:

1. Contingency Allowances included are for additional work which could not be fully identified or quantified during the bid period.
2. The Vendor shall, when requested, provide to the Agency estimates to complete any additional work. The Vendor shall not proceed with any additional work unless pre-approved by the Agency.
3. Contingency Allowances shall be expended only as directed and approved by the Agency for actual cost of additional work.
4. The Contract Price shall be adjusted by Change Order to provide for any difference between the actual costs and each estimated cost where so authorized by the Agency.
5. The non-expended portion of Contingency allowance will be deducted from the Contract Price.

1. **GENERAL**

- 1.1. Project Location is: 80 Allan Drive, Bolton, ON., L7E 1P7.
- 1.2. The requirements and conditions of Division 01, General Requirements apply to all Sections of the Contract Documents and the Work.
- 1.3. Work in this Specification is divided into descriptive sections which are not intended to identify absolute contractual limits between subcontractors, nor between the Contractor and their subcontractors. The Contractor is responsible for organizing division of labour and supply of materials essential to completing the Contract.
- 1.4. It is intended that the Work supplied under these Contract Documents shall be complete and fully operational in every detail for the purpose required. Include materials not herein mentioned, but which may be found necessary to complete or perfect any portion of the Work in accordance with the Contract Documents.
- 1.5. Specifications, schedules and Contract Drawings are complementary, and items mentioned or indicated on one, may not necessarily be mentioned or indicated on the others, but shall in all cases be included in the Contract.
- 1.6. The terms “review”, “acceptance”, “acceptable”, “satisfactory”, “selected”, “directed”, “required”, “submit”, or similar words or phrases which are used in standards or elsewhere in the Contract Documents, it shall be understood, that words “by (to) the Consultant” follow, unless context provides otherwise.
- 1.7. The terms “exposed” or “exposed to view” refers to surfaces that are within the line of vision of persons from any accessible viewpoint, both within and outside the building. Where any part of a surface is exposed to view, all other portions of that surface to be considered as exposed to view.
- 1.8. This Work includes but is not limited to removals & disposal of existing damaged epoxy flooring c/w cove bases within four (4) existing Tub (Spa) and Shower rooms and installation of new epoxy flooring assemblies c/w cove base for the Vera Davis Long Term Care Facility at 80 Allan Drive, Bolton as indicated in Contract Documents.
- 1.9. The Contractor shall submit a detailed project schedule to meet the substantial completion date five working days after receiving the award letter and prior to the contract execution.
- 1.10. The contractor shall submit a schedule indicating mobilization date, submittals, materials delivery, installation, controls, start up,

commissioning, deficiencies remediation, training and close outs timelines.

1.11. The schedule shall be updated as the project progresses to provide exact dates of the Work. Prior to the operating tests and execution of all stages of the commissioning specified hereinafter, notify the Consultant and the Agency for the purpose of witnessing performance test of the systems.

1.12. **COVID-19 Testing**

In addition to the current pandemic precautions (i.e. maintaining social distancing, proper hand hygiene and wearing masks or face coverings), Contractors accessing this site may be asked to do a COVID 19 test and provide proof of negative results to ROP. This test may be repeated every two weeks until the completion of the Work at the site.

1.13. **Summary of Major Work**

Work covered by this Contract includes, but is not limited to the following:

1.13.1. Removal and disposal of existing epoxy flooring c/w accessories including cove bases in existing four (4) Tub (Spa) and Shower rooms as shown on the Contract drawings.

1.13.2. Provision of new epoxy flooring system c/w cove bases in existing four (4) Tub (Spa) and Shower rooms as shown on the Contract drawings.

1.13.3. Access to site shall be generally from Allan Drive. Work shall be specifically confined to work site limits indicated on the Contract Drawing A01, Key Plan General Notes, and Site Plan, Construction Phasing/ Schedule Notes. Work on Municipal property shall be carried out under regulations of respective Municipality (Town of Caledon and/or Region of Peel) and authorities having jurisdiction including without any limitations any associated fees, permits, insurance or bonding required. The Contractor will assume responsibility for care, custody and control of site and perform work to the extent covered in the Contract Documents. Make good any damage to site, any damage to adjacent properties and to rights-of-way caused during construction.

1.13.4. Contractor is advised to carefully examine all documents to ensure a complete understanding of all the tender requirements. All fixed equipment is included in the Contract unless otherwise noted.

1.13.5. All the extra materials including spares specified in the Contract Documents shall be handed over to the Agency at one time and obtain receipt from the Agency. The Contractor shall co-ordinate with the Agency the date and time for handing over the extra material and spare parts.

1.13.6. This project involves work in an existing, operational long-term care facility. Work shall be completed in multiple stages to minimize disruption to the facility's operation. Close coordination with the facility is required. Contractor shall execute the project in multiple stages with strict compliance to the CSA-Z317.13-17 - Infection

- Control During Construction, Renovation and Maintenance of Health Care Facilities standard. The staging shall be scheduled to minimize disruption of the facilities operation and a detailed schedule shall be provided to the Agency two weeks prior to commencement of work.
- 1.13.7. During each stage of the work, the construction areas shall be completely hoarded off to prevent access of the residents to the work area, as well as to prevent transfer of any dust or particles to the outside of the isolated areas.
- 1.13.8. Contractor shall allow for all afterhours work to accommodate operation of the facility and mobilization of the equipment and material to the occupied spaces.
- 1.13.9. Contractor shall provide access to the construction site for the ongoing maintenance work of the facility and shall allow for temporary work stoppage as required.
- 1.13.10. A site supervisor competent and authorized to make decision, address concerns, provide timely information, ensure that all construction personnel follows the safety, site security, code of conduct and infection control requirements is to be present on site at all times work is being performed and including after hour work.
- 1.13.11. A certificate of training on the CSA-Z317.13-17 - Infection Control During Construction, Renovation and Maintenance of Health Care Facilities for the designated site supervisor is to be submitted to the Agency not later than two weeks before mobilizing to the site.
- 1.13.12. Most of the work is expected to be performed during building normal hours of operation from 7:00 am to 7:00 pm. However, the contractor shall account for afterhours works as further specified here in this document.
- 1.13.13. Allow for all associated cost to coordinate work of all trades and subcontractors engaged under the scope of this contract.
- 1.13.14. Prior to commencing of any work that may interrupt the electrical services, verify the exact extent of interruption and notify the Agency and the Facility as required. The Contractor shall bear all costs related to such coordination and/or costs resulted by false interruption of the systems.
- 1.14. **Existing Site Conditions**
- 1.14.1. The Contractor and subtrades to accept sole responsibility for any error or neglect on their part in ascertaining the nature of all existing conditions which will affect the Work of this section. No allowances will be made for any difficulties encountered by the Contractor and subtrades due to any features or peculiarities of the site surrounding property, or building, which exist at the time of tender submission.
- 1.14.2. Report any inconsistencies, ambiguities, discrepancies, omissions, and errors between site conditions and the Contract Documents to the Consultant prior to the commencement of the Work. If inconsistencies, ambiguities, discrepancies, omissions, and errors are not reported and clarified, the most stringent requirement shall govern, as determined by the Consultant.

1.14.3. Before commencing the Work of any section or trade, carefully examine the Work of other sections and trades upon which it may depend, examine substrate surfaces, and report in writing to the Consultant, defects which might affect new work. Commencement of the Work shall constitute acceptance of conditions and the work of other sections, trades, and other subcontractors upon which the new work depends. If repair of surfaces is required after commencement of specific Work, it shall be included in the Work of the trade providing the specific system or finish.

1.15. **Use of Site**

- 1.15.1. Accept full responsibility for assigned work areas from the time of the Contract award until Contract Completion.
- 1.15.2. Check means of access and egress, rights and interests which may be interfered with. Do not block lanes, roadways, entrances or exits. Direct construction traffic and locate access to site as directed by authorities having jurisdiction.
- 1.15.3. Do not block hallways, corridors, egress areas or suite entrances. Completely Isolate the construction areas and provide alternative passage for occupants' traffic.
- 1.15.4. Where encroachment beyond property limits is necessary make arrangements with respective property agency.
- 1.15.5. Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- 1.15.6. Remove or alter existing work to prevent injury or damage to portions of existing work which remains.
- 1.15.7. Repair or replace portions of existing work which have been altered during construction operations to match existing or adjoining work, to the satisfaction of the Consultant.
- 1.15.8. At completion of operation condition of existing work, equal to or better than that which existed before new work started. Make good all damage resulting from the Work.
- 1.15.9. Contractor shall secure the construction area by end of each working day and eliminate any potential hazard to the building occupants and facilities group.
- 1.15.10. Access will be provided by the building facility. Contractor to co-ordinate with The Agency for the building access, parking lot and loading / off-loading dock area prior to commencement of works.
- 1.15.11. Orange Plastic protective cones are to be installed on the smoke detectors while work is performed and removed at all times when not construction personnel are on the site. Allow for sufficient time for airborne dust to settle prior to the removal of the cones to avoid false fire alarms. Contractor will be responsible to cover the cost from the Fire Department if a false alarm occurs.
- 1.15.12. Contractor shall provide portable washroom facilities for their workers on site. Location of these facilities is to be approved by the Agency and Consultant prior to delivery to the site. Use of washrooms in the building is not allowed.

1.16. **Noise Factors**

- 1.16.1. Pneumatic-powered tools will not be permitted. Only hand-held equipment is permitted.
- 1.16.2. All noise-generating activities shall be kept to a minimum during regularly scheduled resident mealtimes, as outlined below:
 - Breakfast: 08:30 - 10:00 hours
 - Lunch: 12:00 – 13:30 hours
 - Dinner: 17:00 – 18:30 hours
- 1.16.3. Drilling into the structure, coring, concrete removal etc. shall need be closely coordinated with facility ahead of time.

1.17. **Warranty Corrections**

- 1.17.1. Upon notification of defects in products or services under an Extended Warranty, remedy any defect identified by the Agency during the Extended Warranty period.
- 1.17.2. Remedy any damage to Agency-owned or controlled real or personal property, when such damage is the direct result of any defect of Products, workmanship, or design furnished.
- 1.17.3. Commence repairs and replacements within five (5) Working Days of notification of defect unless a shorter response time is specified elsewhere in the Contract Documents.
- 1.17.4. Supplier's/Manufacturer's standard disclaimers and limitations on Product and services warranties shall not relieve the warrantor of their obligations required under the specific Extended Warranty.
- 1.17.5. At beginning of the 12th month after Substantial Performance of the Contract, the Agency, Contractor and Consultant, along with key Subcontractors as designated by the Consultant, will carry out a complete inspection of the facility and its systems to determine which deficiencies are to be rectified under warranty.
- 1.17.6. Prior to completion of the warranty period, arrange with the Consultant (minimum two weeks in advance of planned inspection) to carry out complete review of defects and deficiencies which have been observed during the warranty period to determine which are to be corrected.

1.18. **Property Constraints**

- 1.18.1. Provide and maintain access facilities as may be required for access to the Work.
- 1.18.2. Confine work and operations of employees to limits indicated by the Contract Documents. Do not unreasonably encumber the premises with products.
- 1.18.3. Determine and make arrangement as required for loading and unloading of equipment and products at times that will not affect public traffic flow and that will be permitted by the local municipality by-laws.

- 1.18.4. Make provisions and arrangements and provide allowances, if times for loading and unloading, allowed by the local municipality, are other than regular working hours.
 - 1.18.5. All products, materials and equipment required on site shall be portable and/or size suitable for access and movement on site and without causing damage to buildings.
 - 1.18.6. The Contractor is responsible for all direct and indirect costs associated with deposits or pre-ordering costs required for material or equipment, including but not limited to lifts, hoists, etc. The Contractor is responsible for all storage costs for equipment or material as required by the Work. Increases in equipment, material or labour costs subsequent to Quotation shall not be justification for any increase in Contract Price. There is no Price Variation Clause (PVC) in this Contract.
- 1.19. **Weather**
- 1.19.1. Incorporate into the Contract schedule allowances for the number of working days lost due to inclement weather, which can be anticipated, on the basis of analysis of information available from Environment Canada, for weather conditions on and near the site, over the last 10 years. The Contractor may be entitled to a schedule extension for those activities on the critical path which are delayed on account of inclement weather, assessed on a quarterly basis, by the number of days in excess of the anticipated number of working days for the quarter in question by more than 20 per cent. No additional payment will be made on account of any such schedule extension.
 - 1.19.2. For the purpose of this clause the quarters are defined as January 1 to March 31, April 1 to June 30, July 1 to September 30, and October 1 to December 31.
- 1.20. **Equivalent Product Evaluation**
- 1.20.1. Bidders shall include in their price manufacturers named in this document.
 - 1.20.2. Only one equivalent product request will be evaluated after the award of the contract. The Agency reserves the right to reject any or all such products at their sole discretion.
 - 1.20.3. The Contractor must demonstrate the equivalent or alternate product meets or exceeds the quality, durability and performance of the acceptable manufacturer and provides cost benefit to the Agency. Certify in writing to the Consultant that the proposed alternative product meets all space, power, design, and all other required of the specified or equivalent material or apparatus. In addition, it shall be understood that all costs for larger starters, space, power feeders, and changes to associated equipment, mechanical, structural and/or electrical, required by acceptance of proposed alternatives, will be borne by the party making the proposal. Alternative equipment requiring greater than specified

energy requirements or unduly limiting service space requirements will not be accepted.

1.20.4. The Contractor shall send approval requests to consultant and the Agency within 5 workdays of the contract award and include all information relevant.

1.20.5. The time to process and approve an equivalent request will not be added to the contract execution time. The final completion date of the project will be as indicated in this document.

1.21. **Progress and Completion**

1.21.1. Substantial Performance of the Project shall be achieved by twenty-three weeks after notice of commencement.

1.21.2. Final Completion of the Project shall be achieved by twenty-five weeks after notice of commencement.

2. **PRODUCTS** – NOT APPLICABLE

3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

Conform to all applicable Sections of Division 01, General Requirements.

1.2. **Other Requirements**

1.2.1. Coordination of the Work of all sections of the Specifications as required to complete the Project is the responsibility of the Contractor.

1.2.2. Cooperate and coordinate with other contractors including other contractors employed by the Agency. Ensure that subcontractors and trades cooperate and coordinate their work to have the Work performed expeditiously and to be satisfactory in all respects at completion. Ensure cooperation of workers in laying out and performing the Work. Maintain efficient and continuous supervision.

1.2.3. Ensure that subcontractors and trades cooperate with other subcontractors and trades whose work attaches to or is affected by their own work. Ensure that minor adjustments are made to make adjustable work fit fixed work.

1.2.4. Coordinate with all removals.

1.2.5. Properly coordinate the Work of the various sections and trades. Under no circumstances will any extra payment be allowed due to the failure by the Contractor to coordinate the Work. Where there is potential interference between Trades or Divisions, prepare interference and/or installation drawings showing the Work of the various sections, and submit these drawings to the Consultant for review before the commencement of Work.

1.2.6. In case of damage to active services on utilities, notify the Consultant and respective authorities immediately and make all required repairs under direction of the Consultant and respective authorities. Carry out repairs to such damaged services and utilities continuously to completion, including working beyond regular working hours.

1.2.7. Promptly respond to request for information and correspondence from the Agency and the consultant.

1.3. **Definitions**

1.3.1. The following are definitions of words found in Sections of this Specification and on associated drawings:

- .1 "Concealed": Hidden from normal sight in furred spaces, shafts, crawl spaces, ceiling spaces, walls and partitions;
- .2 "Exposed": All work normally visible to building occupants;
- .3 "Provide" (and tenses of "Provide"): Supply, install and connect complete.
- .4 "Install" (and tenses of "install"): Install, and connect complete;
- .5 "Supply": Supply only.

- .6 “Work”: All equipment, permits, materials and labour to provide a complete electrical installation as required and detailed in Drawings and Specification.
- .7 “Authorities” or “Authorities Having Jurisdiction”: Any and all current laws or by-laws of any federal, provincial or local authorized agencies having jurisdiction over the sum total or parts of the work including, but not restricted to the Municipal Planning and Building Department, Municipal Fire Department, Labour Canada, Provincial Fire Marshall, Local Hydro Supply Authority, Ontario Building Code, Construction Safety Act, Municipal Public Works Department, Canadian Electrical Code with Ontario Supplement, hereinafter referred to as the “Code”, Electrical Safety Authority and all Inspection Bulletins.
- .8 “Drawings and Specifications”: “Contract Drawings and Specifications”.

1.4. **Building Dimensions**

- 1.4.1. Take necessary job dimensions for the proper execution of the Work. Assume complete responsibility for the accuracy and completeness of such dimensions, and for coordination.
- 1.4.2. Verify that the Work, as it proceeds, is executed in accordance with dimensions and positions indicated which maintain levels and clearances to adjacent work, as set out by requirements of the Contract Drawings, and ensure that work installed in error is rectified before construction resumes.
- 1.4.3. Check and verify dimensions referring to the Work and the interfacing of services.
- 1.4.4. Do not scale directly from the Contract Drawings. If there is ambiguity or lack of information, immediately inform the Consultant. Changes through the disregarding of this clause shall be the responsibility of the Contractor.
- 1.4.5. All details and measurements of any work which is to fit or to conform to the Work installed shall be taken at the building.
- 1.4.6. Advise the Consultant of discrepancies and if there are omissions on the Contract Drawings, particularly reflected ceiling plans and jointing patterns for surfaces finishes, which affect aesthetics, or which interfere with services, equipment or surfaces. Do not proceed with the Work affected by such items without direction from the Consultant.
- 1.4.7. Provide written requirements for site conditions and surfaces necessary for the execution of respective work, and provide setting drawings, templates, and all other information necessary for the location and installation of material, holes, sleeves, inserts, anchors, accessories, fastenings, connections, and access

panels. Inform respective subcontractors whose work is affected by these requirements and preparatory work.

1.5. **Interference And Coordination Drawings**

- 1.5.1. Coordinate placement of equipment to ensure that components will be properly accommodated within the spaces provided prior to commencement of the Work.
- 1.5.2. Prepare interference and equipment placing drawings prior to building construction start, to ensure that all components will be properly accommodated within the spaces provided. Provide copies of interference drawings to the Consultant when requested by the Consultant.
- 1.5.3. Prepare drawings to indicate coordination and methods of installation of all systems where coordination is required. Ensure that all details of equipment apparatus and connections are coordinated.
- 1.5.4. Take complete responsibility for any remedial work that results from failure to coordinate any aspect of the Work prior to its fabrication/installation.
- 1.5.5. Ensure that accesses and clearance required by jurisdictional authorities and/or for easy maintenance of equipment are provided in the layout of equipment and services.

1.6. **Pre-Construction Meeting**

- 1.6.1. Attend a pre-construction meeting, arranged and conducted by the Consultant.
- 1.6.2. Co-ordinate and organize attendance by representatives of major subcontractors and parties in contract with the Contractor.
- 1.6.3. Consultant will arrange attendance of other interested parties not responsible to the Contractor.
- 1.6.4. Consultant will distribute copies of agenda prior to meeting.
- 1.6.5. Agenda will include, but not be limited to, the following topics as are pertinent to the Contract:
 - .1 Review Project communications procedures.
 - .2 Review contract administration requirements including submittals, payment and change order procedures.
 - .3 Identify all critical points on construction schedule for positive action.
 - .4 Identify any product availability problems and substitution requests.
 - .5 Establish site arrangements and temporary facilities.
 - .6 Review Consultant's testing and inspection requirements.
 - .7 Review any points which, in the Agency's, Consultant's and Contractor's opinion, require clarification.
- 1.6.6. Be prepared to provide specific information relative to agenda items as they are pertinent to the Contract.

1.6.7. Record minutes of meeting and distribute type written copies to all participants and other interested parties, within one week of meeting date.

1.7. **Progress Meetings**

1.7.1. Attend regularly scheduled progress meetings to be held at the Site at times and dates that are mutually agreed to by the Agency, Consultant and Contractor. Meetings shall be bi-weekly.

1.7.2. Co-ordinate and organize attendance of individual subcontractors and material suppliers when requested. Relationships and discussions between subcontractors' participants are not the responsibility of the Consultant and do not form part of the meetings content.

1.7.3. Ensure that Contractor representatives in attendance at meetings have required authority to commit Contractor to actions agreed upon. Assign same persons to attend such meetings throughout the Contract period.

1.7.4. Be prepared to provide specific information relative to agenda items at each meeting as they are pertinent to the Contract.

1.7.5. Agenda will include but not be limited to the following topics as are pertinent to the Contract:

- .1 Review and agreement of previous minutes.
- .2 Construction safety.
- .3 Status of submittals.
- .4 Quality control.
- .5 Infection control.
- .6 Co-ordination.
- .7 Contract schedule.
- .8 Work plan up to next scheduled meeting.
- .9 Requests for information/clarification.
- .10 Contemplated changes.

1.7.6. Record minutes of meeting and distribute type written copies to all participants and other interested parties, within one week of meeting date.

2. **PRODUCTS – NOT APPLICABLE**

3. **EXECUTION – NOT APPLICABLE**

END OF SECTION

1. **GENERAL**

- 1.1. Provide labour, products, equipment, services tools and supervision necessary for submittals. Provide submittals specified in this Section to the Consultant unless otherwise specified.
 - 1.1.1. Verify accuracy and completeness of submittals prior to submission.
 - 1.1.2. Verify field measurements, field construction criteria, catalogue numbers and similar data.
 - 1.1.3. Co-ordinate each submittal with requirements of the Work and the Contract Documents.
 - 1.1.4. Notify the Consultant in writing at time of submission, of any deviation in submittals from requirements of the Contract Documents.
- 1.2. Submit in accordance with dates established under this Section for shop drawings, fabrication, manufacture, erection and installation to provide adequate time for reviews, securing necessary approvals, possible revisions and resubmittals, placing orders, securing delivery and to avoid construction delays.
- 1.3. Accompany each submittal with a letter of transmittal in duplicate containing all pertinent information required for identification and checking of submittals including but not limited to the following:
 - 1.3.1. Date of initial submission and date of each subsequent submission if required.
 - 1.3.2. Project title and Consultant's Project number.
 - 1.3.3. Names of:
 - .1 Contractor.
 - .2 Subcontractor.
 - .3 Supplier/manufacturer as applicable.
 - 1.3.4. Specification section numbers to which submission is related.
 - 1.3.5. Countersigned stamp of Contractor certifying that they have reviewed the submission.
- 1.4. Allow two weeks for the Consultant's review of each submission.
- 1.5. When submittals are resubmitted, transmit under a new letter of transmission.
- 1.6. Do not carry out the Work until the Consultants review of submittals has been completed.
- 1.7. Be responsible for payment of charges for delivery of submissions and resubmission to Consultant.
- 1.8. **Product Data**
 - 1.8.1. Before delivery of Products to the Site, submit Product data as specified in each section or as requested by the Consultant.

- 1.8.2. Submit manufacturer's Product data for systems, materials, and methods of installation proposed for use. Such literature shall identify systems, each component, and shall certify compliance of each component with applicable standards.
- 1.9. **Samples**
- 1.9.1. Before delivery of Products to the Site, submit at least two samples of Products as specified or as requested by the Consultant. Label samples as to origin and intended use in the Work and in accordance with the requirements of the Specification Sections. Samples must represent physical examples to illustrate materials, equipment or work quality and to establish standards by which completed work is judged.
- 1.9.2. Ensure samples are of sufficient size and quantity, if not already specified, to illustrate:
- .1 The quality and functional characteristics of Products, with integrally related parts and attachment devices.
 - .2 Full range of colours available.
- 1.9.3. Notify the Consultant and Agency in writing, at time of submission, of any deviations in samples from requirements of the Contract Documents and state the reasons for such deviations.
- 1.9.4. Identify samples with Project Name, Contract Number, Date, Contractor's Name, Number and Description.
- 1.9.5. If samples are not acceptable, both samples will be returned. If samples are acceptable, one sample will be so indicated and returned. Be responsible for the cost of samples that are not accepted and for resubmission of samples.
- 1.9.6. Acceptable samples shall serve as a model against which the Products incorporated in the Work shall be judged.
- 1.9.7. Each Product incorporated in the Work shall be precisely the same in all details as the acceptable sample.
- 1.9.8. Should there be any change to the accepted sample, submit in writing for approval of the revised characteristics and resubmit samples of the Product for approval if requested.
- 1.9.9. When samples are very large, require assembly, or require evaluation at the site, they may be delivered to the site, but only with approval and as directed.
- 1.10. **Shop Drawings**
- 1.10.1. Arrange for the preparation of shop drawings as called for in the Contract Documents no later than two weeks after notice of commencements. The Contractor and each subcontractor shall operate as experts in their respective fields and all shop drawings and samples shall conform to the requirements of the Contract Documents.

- 1.10.2. In addition to shop drawings specified in the Specification Sections, submit shop drawings required by jurisdictional authorities in accordance with their requirements.
- 1.10.3. Shop drawings for openings, sleeving and conduit:
 - .1 Prior to preparation of shop drawings, coordinate sizes of all structural openings and sleeves with respective fabricators for mechanical ducting. Adjustments to the opening sizes indicated on the Contract Drawings shall not be made without the approval of the Consultant.
- 1.10.4. Shop drawings shall indicate the following minimum criteria and any additional criteria indicated in the individual Specification sections requiring shop drawings:
 - .1 Clear and obvious notes of any proposed changes from the Contract Documents.
 - .2 Fabrication and erection dimension.
 - .3 Provisions for allowable construction tolerances and deflections provided for live loading.
 - .4 Details to indicate construction arrangements of the parts and their connections, and interconnections with other work.
 - .5 Location and type of anchors and exposed fastenings.
 - .6 Materials and physical dimensions including thicknesses and finishes.
 - .7 Descriptive names of equipment.
 - .8 Mechanical and electrical characteristics when applicable.
 - .9 Information to verify that superimposed loads will not affect function, appearance, and safety of the Work detailed as well as of interconnection work.
 - .10 Assumed design loadings and dimension and material Specifications for load-bearing members.
- 1.10.5. Include in shop drawing submissions detailed information, templates, and installation instructions required for incorporation and connection of the Work.
- 1.10.6. Before submitting to the Consultant, review all shop drawings to verify that the products illustrated therein conform to the Contract Documents. By this review, the Contractor agrees that it has determined and verified all field dimensions, field construction criteria, materials, catalogue numbers and similar data, and that it has checked and coordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date, and signature of a qualified and responsible person possessing the appropriate authorization.
- 1.10.7. Be responsible for dimensions to be confirmed and correlated at the Site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the Work of all subtrades.

- 1.10.8. Submit shop drawings for the Consultant's review with reasonable promptness and in orderly sequence to cause no delay in the Work nor in the Work of other Contractors. At the time of submission, notify the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents. The Contractor will be held responsible for changes made from the Contract Documents which are not indicated or otherwise communicated in writing with the submission.
- 1.10.9. Drawings submitted by the Contractor as required herein are the property of the Agency who may use and duplicate such drawings where required in association with the Work.
- 1.10.10. Submit shop drawings signed and sealed by a licensed Professional Consultant registered in the place of the Work where indicated in individual Sections.
- 1.10.11. Shop drawings shall have distinct, uniform letters, numerals and line thicknesses that will ensure the production of clear legible prints and also facilitate microfilming and reduced reproduction.
- 1.10.12. Submissions shall be on unfolded paper together with three prints of each sheet folded into 216mm x 280mm size with title block appearing on outside. However, in instances where catalogue items are specified, three clean copies of the manufacturer's catalogue may be submitted. Electronic copies of shop drawings (in PDF format) may be substituted in lieu of hard copies, at the sole discretion of the Consultant, whose agreement may be withheld for any reason whatsoever. Conditions on submission of PDF shop drawings are at the sole discretion of the Consultant.
- 1.10.13. Shop drawings shall contain the following identification:
 - .1 Project Name and Contract Number.
 - .2 Applicable six-digit Contract Specification number describing the item.
 - .3 Location (unit, level, room number, etc.).
 - .4 Name of equipment or Product.
 - .5 Name of subcontractor or supplier.
 - .6 Signature of Contractor certifying that shop drawing is in conformance with Contract Documents.
 - .7 On submissions after the first, the following additional identification:
 - .1 The revision number.
 - .2 Identification of the item(s) revised.
- 1.10.14. Dimensions and designations of elements shall be shown in the same system of measurement used on the applicable Contract Drawings.
- 1.10.15. The Consultant reserves the right to refuse acceptance of drawing submissions not meeting the above requirements.
- 1.10.16. The Consultant's review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all

- requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Consultant.
- 1.10.17. The Contractor shall make any changes in shop drawings which the Consultant may require consistent with the Contract Documents and re-submit unless otherwise directed by the Consultant. When re-submitting the shop drawings, the Contractor shall notify the Consultant in writing of any revisions other than those requested by the Consultant.
- 1.10.18. Only drawings noted for revision and resubmission need be resubmitted.
- 1.10.19. File one copy of each submitted shop drawing at the Site.
- 1.11. **Certificates**
- 1.11.1. Submit certificates that are required by authorities having jurisdiction or that are requested in the Specification Sections.
- 1.11.2. Clearly show on each certification the name and location of the Work, name and address of the Contractor, quantity and date of shipment and delivery, and name of certifying company.
- 1.11.3. Certificates shall verify that Products and/or methods meet the specified requirements and shall include test reports of acceptable testing laboratories to validate certificates.
- 1.11.4. Submit certificates in duplicate and signed by an authorized representative of the certifying company.
- 1.12. **Certification of Trades**
- 1.12.1. Provide certificates, at the request of the Agency or Consultant, to establish qualifications of personnel employed on the Work where such certification is required by authorities having jurisdiction, by the Consultant or by the Contract Documents.
- 1.13. **Extended Warranties**
- 1.13.1. Submit extended warranties as requested in sections of the Specifications showing title and address of Contract, warranty commencement date and duration of warranty.
- 1.13.2. Extended warranties shall commence on termination of the standard warranty specified in the conditions of the Contract and shall be an extension of these provisions. Clearly indicate what is being warranted and what remedial action is to be taken under the warranty. Ensure warranty bears the signature and seal of the Contractor.
- 1.13.3. Submit each extended warranty on a form that is acceptable to the Agency and Consultant.
- 1.14. **Inspection and Test Reports**
- 1.14.1. Submit inspection and test reports as specified in the Sections of the Specifications for "Source Quality Control" and "Field Quality Control" within three working days of inspection or testing. If immediate action is required by the Contractor or Consultant

inform the Consultant immediately and submit inspection and testing report within one working day.

1.14.2. Submit three copies of reports with certificates of compliance indicating, but not limited to, the following:

- .1 Project Name and Number.
- .2 Date of inspection or test and date report is issued.
- .3 Name and address of inspection and testing company.
- .4 Name and signature of inspector or tester.
- .5 Identification of Product and Specification Section covering inspected or tested work.
- .6 Specified requirements for which the inspection or testing was performed and results of inspections or tests.
- .7 Location of inspection or from which tested material was derived.
- .8 Overview of inspection and testing methods and procedures.
- .9 Remarks and observations on compliance with the Contract Documents.

1.14.3. Inspection and test reports shall be signed by a responsible officer of the inspection and testing company.

1.15. **Progress Reports**

1.15.1. Prepare a monthly progress report current to the last Friday of each month. The report shall indicate the period covered and include, but not be limited to, the following:

- .1 Executive Summary.
- .2 Areas of Concern/Action Required.
- .3 Work Accomplished this Period.
- .4 Work Planned Next Period.
- .5 Schedule Status.
- .6 Budget Status.
- .7 Status of Submittals.
- .8 Quality Control.
- .9 Contract Changes.
- .10 Outstanding Actions.

1.15.2. Submit the monthly progress report such that it is received by the Consultant no later than the Wednesday following the last Friday of the month, regardless of whether or not the Monday or Friday is a public holiday.

1.16. **Other Submittals**

1.16.1. A week after the pre-construction meeting and prior to site mobilization the Contractor must submit the schedule of values including but not limited to: breakdown by floor and separating resident's areas from common areas; a line for commissioning and training, and a line for project close outs in accordance to the requirements included in this document. The contractor shall only be entitled to claim up to 90 percent of the contract value. Upon

successful completion of commissioning the contractor shall be entitled for the remaining 10 percent of work completed.

- .1 Within the schedule of values the contractor is also to provide and anticipated cash flow to assist the Consultant in monitoring progress and value earned before certifying payment.
- 1.16.2. A week after the pre-construction meeting and prior to site mobilization the Contractor must submit to the Agency and the consultant a Project Safety Plan including, description of the scope of work, site-specific hazards assessment and the response plan to manage them and mitigate risk.
- 1.16.3. A week after the pre-construction meeting and prior to site mobilization the Contractor must submit to the Agency and Consultant the construction staging plan with clear demarcation of the construction area that will be under the responsibility of the Contractor and for which the Contractor will act as a Constructor.
- 1.16.4. The plan should indicate location of storage, preparation, cutting and work areas as well as location of bins to dispose construction waste.
- 1.16.5. Two weeks ahead of mobilization and as the work progress the contractor is to submit a detailed sequence of work plan and schedule, indicating the specific tub/shower rooms they are intending to complete each day for the next two weeks. This should be accompanied with a floor plan.
- 1.16.6. Two weeks ahead of mobilization the contractor is to provide the Certificate of the Site Supervisor training in Infection Prevention and Control in accordance with the CAN/CSA Z317.13.17.
- 1.16.7. Construction personnel names and contact information.
- 1.16.8. Notice of Project is to be submitted a week after the pre-construction meeting.
- 1.17. **Operation And Maintenance Manuals**
 - 1.17.1. Submit Operation and Maintenance Manuals in accordance with Section 01 77 00, Closeout Procedures.
- 1.18. **Record Documents**
 - 1.18.1. Submit record documents in accordance with Section 01 77 00, Closeout Procedures.
- 1.19. **Construction Photographs**
 - 1.19.1. General
 - .1 Provide construction photographs in accordance with procedures and submission requirements specified in this Section.
 - .2 Photographs shall be taken using a digital camera and saved in .jpg format.
 - .3 Photo Print Size: 100mm x 150mm (4" x 6").

1.20. **Final Photographs**

1.20.1. Provide one digital set of images, and one printed set, of final photographs of the completed Project.

1.20.2. Orientation of Photographs: Provide final photos as follows:

- .1 General viewpoints as defined above.
- .2 Views of all exterior elevations.
- .3 Interior views of all major spaces.
- .5 One set of views of a typical room.
- .6 Specific views as determined by Consultant (maximum forty-eight views).

1.20.3. Digital photos shall be included on a project close out USB.

2. **PRODUCTS** – NOT APPLICABLE

3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

This Section describes the Health and Safety requirements.

1.2. **Constructor**

1.2.1. For the purposes of the Contract, the term "Constructor", as defined in the *Occupational Health and Safety Act*, shall mean the Contractor who shall be responsible for ensuring that the provisions of the statutes, regulations and by-laws pertaining to the safe performance of the Work are to be observed. The "Constructor" shall submit the Notice of Project.

1.2.2. In the event of conflict between any of the provisions of statutes, regulations and by-laws, and other requirements of authorities, the most stringent provision applies.

1.2.3. Contractor's representative shall be responsible for ensuring that the provisions of statutes, regulations and by-laws pertaining to safe performance of the Work and the Work of other Contractors and Agency's own forces working on the Site are observed and that the methods of performing the Work do not endanger the personnel employed thereon and the general public, and are in accordance with the latest edition of the *Occupational Health and Safety Act*. Contractor to include representatives of other Contractors working on site on the Joint Health and Safety Committee.

1.2.4. Prior to the Contractor's representative being absent from the Site, the Contractor's representative will name another person, in writing to the Consultant, who is competent to assume these responsibilities. The Contractor shall advise the Consultant of any change in the individual identified as the Contractor's representative.

1.3. **Project Responsibilities**

The Contractor's representative shall ensure that:

1.3.1. All measures and procedures prescribed by the following Acts and Regulations are carried out on Site:

- .1 The Occupational Health and Safety Act;
- .2 Infection Control During Construction, Renovation and Maintenance of Health Care Facilities.
- .2 The Regulations for Construction Projects;
- .3 Workplace Hazardous Materials Information System WHMIS Regulations;
- .4 The Environmental Protection Act and regulations;
- .5 COVID-19 Emergency Act Compliance
- .6 All other legislation, regulations and standards as applicable.

1.3.2. Every employer and every worker performing work on the Site must comply with the requirements referred to above.

- 1.3.3. The health and safety of the residents shall be a top priority for the duration of work. Ensure that the health and safety of residents, workers, employees of the Agency and the general public are protected in relation to the Work performed on the Site.
- 1.4. **Workplace Hazardous Materials Information System (WHMIS)**
- 1.4.1. Be familiar with and comply with WHMIS regulations.
- 1.4.2. Properly label controlled products. Provide proper warning labels and training at the Site.
- 1.4.3. Maintain on site for duration of Contract a hazardous materials log containing all required Material Safety Data Sheets (MSDS). Log shall be open for inspection by Agency, Consultant and all personnel on Site.
- 1.4.4. Provide copies of MSDS for any controlled Products prior to delivery to the site.
- 1.4.5. Be responsible for all applicable requirements of the regulations.
- 1.4.6. Before commencing any work on Site, attend the pre-construction meeting and provide the Consultant with a proposal as to how hazardous materials will be stored and dispensed on Site. In addition, specifically outline the measures which will be undertaken to prevent damage or injury in the event of an accidental spill.
- 1.4.7. Provide "Handling Procedure for Hazardous Materials".
- 1.5. **Hazardous Substances On-Site**
- 1.5.1. Work at the site may involve contact with hazardous substances included but not limited to Asbestos Mastic under the floor, drywall compound and plaster. Contractor must ensure compliance with regulatory requirement when coming in contact with them. Contractor must review provided site survey reports and report any discrepancies.
- 1.5.2. While performing the work the contractor must report any additional suspected materials to the consultant and the agency and stop work until direction is received.
- 1.6. **Fire Protection**
- 1.6.1. Provide and maintain temporary fire protection equipment (e.g. portable fire extinguishers) on construction work areas during performance of the Work as required by authorities having jurisdiction, governing codes, regulations and by-laws, to the satisfaction of the Agency and all local and insurance authorities in order to protect the property of the Agency and the Contractor against fire hazards during construction.
- 1.6.2. A fire watch shall be required during any open flame and hot work activities (e.g. soldering and welding) regardless of the number, duration or size of the activity in operation on a single floor.

1.7. **Joint Health and Safety Committee**

1.7.1. The Contractor shall be responsible for the establishment and operation of the Joint Health and Safety Committee as required by the *Occupational Health and Safety Act*.

1.8. **Deliverables**

1.8.1. Upon request the Contractor shall deliver to the Consultant:

- .1 The Contractor's Occupational Health and Safety Policy.
- .2 The Contractor's safety program to implement the Occupational Health and Safety Policy for the Contract, which will effectively prevent and control accidents for the Contract.
- .3 A copy of all communications with, and including all orders by, the Ministry of Labour or other occupational health and safety enforcement authority.
- .4 A copy of all accident/injury investigation reports, not just the WSIB Form 7. Each report must contain a statement of actions that will be taken to prevent a recurrence.
- .5 A copy of all inspection reports made by the Contractor in compliance with the employer's responsibility under the *Occupational Health and Safety Act*.
- .6 A copy of all safety information pertaining to the Contract made and furnished by the Contractor's own "Safety Personnel" or outside Consultants/advisers engaged for the purpose of inspecting the workplace for occupational health and safety.
- .7 A verification that all workers in the employ of the Contractor on Site, have had a WHMIS training or refresher course within the last 12 months.
- .8 A verification that all workers in the employ of the Contractor have had "Explosive Activated Tool Training" on the type of tools being used.
- .9 A verification that the instruction manuals are on Site for all tools and equipment being used.
- .10 A copy of the most recent workers compensation experience rating account, i.e. CAD-7, NEER, and/or an insurance carrier's experience rating account.
- .12 The immediate reporting to the Consultant and Agency of all instances that are defined in the *Occupational Health and Safety Act* as "Notices of Injuries" and "Occurrences" and any occasion that a worker exercises their "Right to Refuse Unsafe Work".

1.8.2. The Contractor shall submit a site-specific Health and Safety Plan within one week after the pre-construction meeting and prior to mobilization on site. The site-specific Health and Safety Plan must address the requirements of the Occupational Health and Safety

- Act, include but not limited to: hazards identification, safety measurements to address them, emergency procedure response specific for the site and the work etc.
- 1.8.3. During the course of the project, the contractor is to provide additional safety plan prior to special construction operations such as Crane equipment lifting, electrical power shutdowns etc.
 - 1.8.4. One week after pre-construction meeting the contractor is to provide a staging plan indicating the access routes, storage areas, hording enclosure, garbage disposal.
 - 1.8.5. The Agency and Consultant reserves the right to require additional or amended deliverables pertaining to safety during the duration of the Work at no additional cost to the Agency.
 - 1.8.6. Items specified above shall be delivered to the Consultant prior to the Contractor commencing Work on the Site.
- 1.9. **Due Diligence**
- 1.9.1. The Contractor acknowledges that it has read and understands the measures and procedures relating to occupational health and safety as prescribed above. The Contractor acknowledges and understands its duties as therein set out and hereby expressly undertakes and agrees to comply with all such requirements and standards in their entirety and at the Contractor's expense.
 - 1.9.2. The Contractor further agrees to fully cooperate with all health and safety requirements, rules, regulations, standards and criteria set out in the Contract Documents, which agreement is in furtherance of the Contractor's duties and responsibilities under Occupational Health and Safety legislation.
 - 1.9.3. The Contractor agrees that if, in the opinion of the Consultant or Agency, the health and safety of a person or persons is endangered or the effective operation of the system put in place to ensure the health and safety of workers on the Site is not being implemented, the Consultant or Agency may take such action as it deems necessary and appropriate in the circumstances, including, without limitation, the following:
 - .1 Require the Contractor to remedy the condition forthwith at its own expense;
 - .2 Require that the Site be shut down in whole or in part until such time as the condition has been remedied;
 - .3 Remedy the problem and the Agency shall back-charge the Contractor for the cost of such remedial work, together with an appropriate overhead factor as determined by the Agency in its sole and absolute discretion; and
 - .4 Terminate the Contract without further liability in the event the Contractor fails to comply with these provisions.
 - 1.9.4. If a lien is registered, in respect to any monies held back, back-charged or assessed in accordance with these paragraphs, the Contractor shall consent to an order vacating such registration and shall indemnify the Agency for any and all loss, whereby

direct or consequential which the Agency may sustain as a consequence of such registration.

1.10. **Site Safety Personnel**

1.10.1. In the event the Consultant deems it necessary, because of the Work, the Contractor shall assign a "Competent Safety Person" to assist the Contractor's representative in the discharging of safety responsibility, at no additional cost to the Agency.

1.11. **Special Requirement For Health Care Facilities**

1.11.1. Comply with CSA-Z317.13-17 – Infection Control During Construction, Renovation and Maintenance of Health Care Facilities

2. **PRODUCTS** – NOT APPLICABLE

3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **Related Sections**

1.1.1. Section 01 35 30, Health and Safety.

1.2. **References**

1.2.1. CSA Z317.13-17 – Infection control during construction, renovation and maintenance of health care facilities.

1.3. **Infection Prevention and Control**

1.3.1. The Contractors working at the Long-Term Care (LTC) facilities in the Region of Peel are obliged to comply with the infection prevention and control guidelines and are required to attend meetings with representatives from the Agency's Occupational Safety and Facilities Development and Infection Prevention and Control Department prior to start of construction activities.

1.3.2. A certificate of training on the CSA-Z317.13-17 - Infection Control During Construction, Renovation and Maintenance of Health Care Facilities for the designated site supervisor is to be submitted to the Agency not later than two weeks before mobilizing to the site.

1.3.3. The Contractor shall notify and seek the review and approval of the infection control measurements implemented prior to start of any construction activities.

1.3.4. Construction activities in health care facilities present a risk for patients of these facilities. Take measures to prevent and control construction related infections. Plan with the Agency and implement preventive measures throughout duration of the Contract. Educate all construction personnel on-site regarding planned construction activity, location and duration, population risk group to ensure preventive measures are identified, initiated and maintained. Ensure appropriate preventive measures are in place and establish clear line of communication among those involved in this Project.

1.3.5. The Contractor shall be aware at all times that ongoing operation and activities of the existing LTC facility will continue. The Agency staff may at any given time request that any Work be temporarily ceased without additional cost to the Agency if work is performed in a manner that poses a risk for the residents and staff.

1.3.6. Normal concentrations of Aspergillus and other related spores are present in the natural environment and thus are not a risk to healthy construction workers or LTC staff.

1.3.7. Aspergillus and related nosocomial (LTC acquired) fungal infections are caused by inhalation of immunocompromised persons of Aspergillus spores or other related spores. The spores are known to be prolifically present in construction dust and debris. Control of construction dust, debris as required in this Section is imperative to help prevent outbreaks of Aspergillus or related nosocomial fungal infections in immunocompromised persons.

- 1.3.8. Inhalation of Aspergillus spores or other fungal spores by immunocompromised persons can lead to serious complications and even death. Infections are caused by inhalation of Aspergillus spores or related spores by immunocompromised persons.
- 1.3.9. Construction activity types are defined by CSA Z317. 13-17 Contact the Agency if any issue is questionable under this Standard.
- 1.3.10. Infection Prevention and Control Measures:
 - .1 Initiate, perform and adhere to “Preventive Measure I, II, III and IV” as applicable for the Work in accordance with Article 7 of CSA Z317. 13-17.
 - .2 Any deviation/changes to this classification must be approved by the Agency in conjunction with Infection Control and/or Occupational Health and Safety staff.
 - .3 Any other Work required to be performed off site shall be coordinated and evaluated for “Preventive Measure” level with the Agency prior to the Work being performed.
- 1.4. **Temporary Measures**
 - 1.4.1. In addition to the above requirements, provide:
 - .1 Temporary Ventilation:
 - .1 Provide temporary ventilation system within construction area and adjacent areas to ensure it is functioning properly, before commencing the Work, throughout construction period and at completion. Where possible disable ventilation system in Work area until construction is complete.
 - .2 Assess air flow, air pressure, and air exchange rates as well as examining, cleaning and evaluating integrity of filters and ducts.
 - .3 Cap and seal existing supply, return and exhaust duct openings at construction areas. Cap duct during construction. Immediately seal new ducts added and installed with plastic sheeting (re-seal as required) to minimize entry of dust and/or contaminants into ductwork.
 - .4 Ensure provision for exhaust fan to maintain space under negative pressure. Direct exhaust discharge without interruption to outside as designated by the Agency away from intake vents or filtered through a High Efficiency Particulate Air (HEPA) filter before being re-circulated.
 - .5 As an alternative, provide portable fan/filter unit to maintain space under negative pressure. Unit shall be complete with three stage filtration: ninety nine point ninety nine (99.99) per cent HEPA, 40 per cent pre-filter and 25mm thick fibreglass media pre-filter. Fan shall discharge to suitable location

- outside the construction zone. Be responsible for replacing filters as required to ensure proper operation. Replace fibreglass pre-filter on daily basis.
- .2 Dust Control:
 - .1 Dust-Down Vestibules: Provide dust down vestibule having a minimum size of 3658mm long x 2440mm wide, sealed to floor and structure above, equipped with vacuum, walk-off mats, clothing hooks and lighting, and electricity. Ensure construction side of vestibule is provided with double flap inner end with minimum 0.762mm thick polythene sheet. Provide two 914mm x 2032mm hollow metal doors with pressed steel frame, closer and lock on outer end.
 - .3 Temporary Dust Partitions and Dust Barrier Partition Wall between existing building and the Work:
 - .1 Provide temporary dust barrier partitions in work areas and dust barrier partition wall in accordance with typical details indicated on the Contract Drawings to prevent dust infiltration into adjacent areas during alteration, repairs, and construction.
 - .2 Conform to the Occupational Health and Safety Act and all other pertaining regulations.
 - .3 Conform to infection prevention and control requirements for designated population risk group, geographical area, construction activity type and preventive measures.
 - .4 Conform to Class III & IV, Infection Control Dust Barrier Partition Enclosure as indicated on CSA Z317.13-17, figure A4.
 - .5 Seal edges and joints to achieve positive protection.
 - .6 Remove temporary dust partition and dust barriers promptly when no longer required and make good adjacent surfaces. Hoarding/temporary dust tight partitions are to remain in place unless noted otherwise.
 - .7 Provide temporary dust partitions beyond those shown where risk of falling objects exists, to protect the public and the Agency's personnel.
 - .8 Block off supply and return to prevent dust infiltration into adjacent areas during construction.
 - .9 Conform to suit site conditions and subject to review and approval by the Consultant, erect impermeable temporary dust proof partitions from structure including plenum above ceiling to floor using temporary dust partitions and dust barrier partition wall.

- .10 Ensure windows, doors, plumbing penetrations, electrical outlets, and intake and exhaust vents are properly sealed with plastic and taped within construction areas.
- .11 Vacuum Work area with HEPA filtered vacuums daily or more frequently if needed. Vacuum air ducts and spaces above ceiling if necessary.
- .12 Ensure workers wear protective clothing that is removed each time they leave the construction area before going into patient care areas. Ensure all personnel entering construction areas is wearing shoe covers and remove at exit.
- .13 Execute the Work by methods that minimize dust generation from construction activities; wet mop and vacuum as necessary. Provide means to minimize dust migration into atmosphere by using drop sheets, by water misting Work surface before cutting and by placing dust mat at entrance to and exit from Work areas.
- .14 Do not remove temporary dust proof partitions until project is complete and area has been cleaned thoroughly and inspected by the Agency.
- .15 Remove dust barrier carefully to minimize spreading dust and other debris particles associated with construction.
- .16 Maintain construction areas clean and clear of debris throughout Work. Remove debris at end of each day. Erect external chute if construction is not taking place on ground floor level.

1.5. **Infectious Disease Screening**

1.5.1. To prevent and control the transmission of infection (particularly communicable diseases) from the Contractors to the population within the LTC facility, the Contractor shall follow the Ministry of Health and Long-Term Care's compliance standards and visitor policy as outlined below:

- .1 The Contractor will self-screen for symptoms of Febrile Respiratory Illness (FRI) using the infection control screening tool available at the reception desk.
- .2 The Contractor will sign in and out of the building and record their contact information by using the sign in book so the centre can monitor individuals who have entered the building. To stop the spread of infection, the Contractor must use the hand sanitizer when signing in and out as indicated on the sign-in sheet.
- .3 If FRI symptoms have been identified, the receptionist will contact the Infection Control Practitioner/Program Support Nurse or the Director of Care or the Charge Registered

Nurse. The person will be required to leave the premises and not visit the centre until symptom free.

- .4 If FRI symptoms are not identified, the Contractor can enter the centre for their intend purpose.
- .5 The infection Control Practitioner/Program Support Nurse will be advised of all occurrences of FRI symptoms.

2. **PRODUCTS** – NOT APPLICABLE

3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

1.1.1. Provide labour, products, equipment, services, tools and supervision to ensure that the Work complies with minimum acceptable standards of materials and performance of the Work in accordance with codes and standards referenced in the Specification.

1.1.2. Consider contract forms, codes, specifications, standards, manuals and installation and application instructions referred to in these Specifications to be the latest published editions at the date of submission of the tender unless otherwise stated in the Specifications or otherwise required by the authorities having jurisdiction.

1.2. **By-Laws, Permits and Fees**

1.2.1. The Building Code – Ontario Regulation 332/12 (Building Code), including all amendments, shall govern the construction of the Work.

1.2.2. Comply with all By-Laws and regulations of authorities having jurisdiction. These codes and regulations constitute an integral part of the Contract Documents.

1.2.3. Pay for construction damage deposit required by authorities having jurisdiction.

1.2.4. The Agency is responsible only for Site Plan Approval and Building Permit. All other permits, approvals, service charges, connection charges, applications, forms, all inspections, submittals, etc., are the responsibility of the Contractor, including but not limited to applications, fees, inspections and all associated costs. Where permits, licences, and inspection fees are required by authorities having jurisdiction for specific trade functions, they shall be obtained by particular subtrade responsible for that Work and pay for it. Allocation of any and all associated costs among the Contractor, subcontractors, trades, subtrades, etc., is entirely the responsibility of the Contractor.

1.2.5. Arrange for inspection, testing of the Work and acceptance required by the authorities having jurisdiction. Be responsible for necessary preparations, provisions and pay all costs.

1.2.6. Be responsible for ensuring that no work is undertaken which is conditional on permits, approvals, reviews, licences, fees, until all applicable conditions are met. No time extension will be allowed for delay in obtaining necessary permits.

1.2.7. Apply, obtain and pay for permits required to work on Municipal rights of way. Obtain and pay for damage deposits for sidewalks, roads and services work, as applicable.

1.2.8. Give notice of Completion of Project prior to occupancy, as required by applicable legislation.

1.3. **Codes**

- 1.3.1. Reference is made to standards in the Specifications to establish minimum acceptable standards of materials, products, and workmanship. Ensure that materials, products and workmanship meet or exceed requirements of the reference standards specified.
- 1.3.2. In the event of conflict between documents specified herein, execute the Work in accordance with the most stringent requirements.

1.4. **Standards**

- 1.4.1. Where a material or product is specified in conjunction with a referenced standard, do not supply the material or product if it does not meet the requirements of the standard. Supply another specified material or product, or an acceptable material or product of other approved manufacture which does meet the requirements of the standard, at no additional cost to the Agency.
- 1.4.2. Where no standard is referred to, provide materials, products, and workmanship which meet requirements of the applicable standards of the Canadian Standards Association, Canadian General Standards Board, Standards Council of Canada, Ontario Provincial Standard Specifications (OPSS), Ontario Provincial Standard Drawings (OPSD), and the applicable building code. References to "Measurement for Payment" and "Basis of payment" in OPSS standard documents are not applicable to this Contract.
- 1.4.3. If there is question as to whether a material, product or system is in conformance with applicable standards, the Consultant reserves the right to have such materials, products or systems tested to prove or disprove conformance. The cost for such testing will be paid by the Agency in the event of conformance with the Contract Documents or by the Contractor in the event of non-conformance.
- 1.4.4. Where application, installation, and workmanship standards are cited, it is intended that referenced standards form the basis for minimum requirements of the specified item and manufacturer's Specifications supplement the standards, unless specified otherwise.
- 1.4.5. Matters may be dealt with in part by these Specifications which are also dealt with, under the same or similar headings in cited standard. It is not intended that these Specifications take the place of the standards but supplement them, unless specified otherwise.
- 1.4.6. Where reference is made to manufacturer's directions, instructions or specifications they shall include full information on storing, handling, preparing, mixing, installing, erecting, applying or other matters concerning the materials pertinent to their use and their relationship to materials with which they are incorporated.

1.4.7. Where standards, specifications, associations, and regulatory bodies are listed in the Specifications by their abbreviated designations. These are but not limited to the following:

- .1 AA – The Aluminium Association.
- .2 AAMA – Architectural Aluminium Manufacturers Association.
- .3 AASHTO – American Association of State Highway and Transportation Officials.
- .4 ACI – American Concrete Institute.
- .5 AIEE – American Institute of Electrical Consultants.
- .6 AISI – American Iron and Steel Institute.
- .7 AMCA – Air Movement and Control Association.
- .8 AMEU – Association of Municipal Electric Utilities.
- .9 ANSI – American National Standards Institute.
- .10 ARI – Air-Conditioning and Refrigeration Institute.
- .11 ASA – American Standards Association.
- .12 ASHRAE – American Society of Heating, Refrigeration and Air Conditioning Consultants.
- .13 ASME – American Society of Mechanical Consultants.
- .14 ASTM – American Society of Testing and Materials.
- .15 AWMAC – Architectural Woodwork Manufacturers Association of Canada.
- .16 AWWA – American Water Works Association.
- .17 CEMA – Canadian Electrical Manufacturer's Association.
- .18 CGA – Canadian Gas Association.
- .19 CISC – Canadian Institute of Steel Construction.
- .20 CMHC – Canadian Mortgage and Housing Corporation.
- .21 CMPA – Canadian Paint Manufacturers Association.
- .22 COFI – Council of Forest Industries of British Columbia.
- .23 CRCA – Canadian Roofing Contractors Association.
- .24 CSA – Canadian Standards Association.
- .25 CSSBI – Canadian Sheet Steel Building Institute.
- .26 CWB – Canadian Welding Bureau.
- .27 CWC – Canadian Wood Council.
- .28 EEMAC – Electrical and Electronic Manufacturers Association Canada.
- .29 ESA – Electrical Safety Authority.
- .30 FML – Factory Mutual Laboratories.
- .31 IEEE – Institute of Electrical and Electronic Consultants.
- .32 MFMA – Maple Flooring Manufacturers Association.
- .33 MIL – Military Standards.
- .34 MSS - Manufacturer's Standardization Society.
- .35 MTO – Ministry of Transportation Ontario.
- .36 NAAMM – National Association of Architectural Metal Manufacturers.
- .37 NFPA – National Fire Protection Association.

- .38 NEMA – National Electrical Manufacturer's Association (U.S.).
- .39 NLGA – National Lumber Grades Authority.
- .40 NRC – National Research Council of Canada.
- .41 OCBA – Ontario Concrete Block Association.
- .42 OPSS – Ontario Provincial Standard Specification.
- .43 PEI – Porcelain Enamel Institute.
- .44 PDI – Plumbing Drainage Institute.
- .45 PHA – Public Health Act.
- .46 SMACNA – Sheet Metal and Air Conditioning Contractors National Association.
- .47 SSPC – Steel Structures Painting Council.
- .48 TEMA - Tubular Exchange Manufacturer's Association.
- .49 TTMAC – Terrazzo, Tile and Marble Association of Canada.
- .50 UL – Underwriters Laboratories Inc. (U.S.).
- .51 ULC – Underwriters Laboratories of Canada.
- .52 WHMIS – Workplace Hazardous Materials Information Sheet

1.5. **Fire Ratings, Assemblies and Separations**

- 1.5.1. Where a material, component, assembly, or separation is required to be fire rated, the fire rating shall be as determined or listed by one of the following testing authorities acceptable to the authorities having jurisdiction:
 - .1 Underwriters' Laboratories of Canada.
 - .2 Underwriters' Laboratories Inc.
 - .3 Factory Mutual Laboratories.
 - .4 The National Research Council of Canada.
 - .5 The National Board of Fire Underwriters.
 - .6 Intertek Testing Services.
- 1.5.2. Where reference is made to only one testing authority an equivalent fire rating as determined or listed by another of the aforementioned testing authorities is acceptable if approved by authorities having jurisdiction. Obtain and submit such approval of authorities, in writing when requesting acceptance of a proposed equivalent rating or test design.
- 1.5.3. Material having a fire hazard classification shall be applied or installed in accordance with fire rating authorities printed instructions.
- 1.5.4. Fire separations may be pierced by openings for electrical and similar service outlets provided such boxes are non-combustible and are tightly fitted and sealed with a ULC approved sealant for the assembly being sealed.
- 1.5.5. Construction that abuts on or is supported by a non-combustible fire separation shall be constructed so that its collapse under fire conditions will not cause the collapse of the fire separation.

- 1.5.6. Do not use combustible members, fastenings, attachments and similar items to anchor electrical, mechanical or other fixtures to fire separations.
 - 1.5.7. At penetration through fire rated walls, ceilings or floors, completely seal voids with ULC approved firestopping material; full thickness of the construction element. In locations that require a smoke seal, provide appropriate ULC approved system installed in accordance with the manufacturer's recommendations.
- 2. **PRODUCTS** – NOT APPLICABLE
 - 3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

- 1.1.1. Be responsible for inspection and testing as required by the Contract Documents, statutes, regulations, by-laws, standards or codes, or any other jurisdictional authority. Give the Consultant timely notice of the readiness for inspection, date and time for such inspection for attendance by the Consultant.
- 1.1.2. Verify by certification that specified products meet the requirements of reference standards specified in the applicable Specification sections.
- 1.1.3. Conduct testing, balancing and adjusting of equipment and systems specified in applicable mechanical and electrical Specifications sections by independent testing company.

1.2. **Inspection and Testing**

- 1.2.1. Source and Field Quality Control specified in other Sections:
 - .1 This section includes requirements for performance of inspection and testing specified under Source Quality Control and Field Quality Control in other sections of the Specifications.
 - .2 Do not include in the Work of this section responsibilities and procedures that relate solely to an inspection and testing company's functions that are specified in another section which is paid for directly by the Agency. Such information is included in this section for Contractor's information only.
- 1.2.2. Do not limit responsibility for ensuring that products and execution of the Work meet Contract requirements and inspection and testing required to this end, to specified inspection and testing.

1.3. **Qualifications of Inspection and Testing Companies**

- 1.3.1. Inspection and testing companies are to be certified and approved by the Consultant.
- 1.3.2. Companies engaged for inspection and testing shall provide equipment, methods of recoding and evaluation and knowledgeable personnel to conduct tests precisely as specified in reference standards.
- 1.3.3. If requested, submit affidavits and copies of certificates of calibration made by an accredited calibrator to verify that testing equipment was calibrated, and its accuracy ensured within the previous 12 months.

1.4. **Responsibilities of The Contractor**

- 1.4.1. Be responsible for quality control methods and procedures to ensure performance of the Work in accordance with the Contract Documents.

1.5. **Responsibilities of Inspection and Testing Companies**

- 1.5.1. Contractor to determine from the Specifications and Contract Drawings the extent of inspection and testing required for the Work of the Contract. Contractor shall notify Consultant of any omissions or discrepancies in the Work inspected and/or tested.
- 1.5.2. Perform applicable inspection and testing described in the Specifications and as may be additionally directed.
- 1.5.3. Provide competent inspection and testing personnel when notified by the Contractor or the Consultant that applicable work is proceeding. Inspection personnel shall cooperate with the Consultant and Contractor to expedite the Work.
- 1.5.4. Subcontractors shall notify the Consultant and Contractor of deficiencies and irregularities in the Work immediately when they are observed in the course of inspection and testing.
- 1.5.5. Inspection and testing companies shall not perform or supervise any of the Contractor's Work and shall not authorize:
 - .1 Performance of the Work that is not in strict accordance with the Contract Documents.
 - .2 Approval or acceptance of any part of the Work.
- 1.5.6. Any additional inspection and testing cost due to non-conformance to the Contract Documents shall be at the Contractor's expense.
- 1.5.7. Any additional inspection and testing costs due to the Work not being completed at the time of inspection and testing shall be at the Contractor's expense.

1.6. **Inspection and Testing Procedures**

- 1.6.1. Perform specified inspection and testing only in accordance with specified reference standards, or as otherwise approved.
- 1.6.2. Observe and report on compliance of the Work to requirements of the Contract Documents.
- 1.6.3. Ensure that inspectors are on site or at fabricator's operations for full duration of critical operations, and as otherwise required to determine that the Work is being performed in accordance with the Contract Documents.
- 1.6.4. Identify samples and sources of materials.
- 1.6.5. Review and report on progress of the Work. Report on count of units fabricated and inspected at fabricator's operations.
- 1.6.6. Observe and report on conditions of significance to the Work in progress at time of inspection or at fabricator's operations. Include where applicable and if critical to the Work in progress:
 - .1 Time and date of inspection.
 - .2 Temperature of air, materials and adjacent surfaces.
 - .3 Humidity of air, and moisture content of materials and adjacent materials.
 - .4 Presence of sunlight, wind, rain, snow and other weather conditions.

- 1.6.7. Include in reports all information critical to inspection and testing.
- 1.6.8. Ensure that only materials from the Work and intended for use therein are tested.
- 1.6.9. Determine locations for Work to be tested.
- 1.7. **Reference Standards**
 - 1.7.1. Perform inspection and testing in accordance with Standards quoted and as required by procedures described in specified reference standards that are applicable to the Work being inspected and tested.
- 1.8. **Defects**
 - 1.8.1. Defective products, materials and workmanship found at any time prior to the Contract completion will be rejected regardless of previous inspections, testing and reviews of the Work. Inspections, testing and reviews shall not relieve the Contractor from their responsibility but are a precaution against oversight or error. Remove and replace defective and rejected products, materials, systems and workmanship. Be responsible for delays and expenses caused by rejection.
- 1.9. **Documents on Site**
 - 1.9.1. Maintain at job site, one copy of each of the following:
 - .1 Contract Documents including Contract Drawings, Specifications, Addenda as issued, and other modifications to the Contract.
 - .2 'Reviewed' or 'Reviewed as Modified' Shop Drawings.
 - .3 Project Construction and Shop Drawing Schedules.
 - .4 Site Instructions and Change Orders.
 - .5 Field Test Reports.
 - .6 Reports by Authorities having Jurisdiction.
 - .7 Building and other applicable permits.
 - .8 Daily log including:
 - .1 Weather conditions.
 - .2 Excavation conditions.
 - .3 Starts and finish date of each trade contractor.
 - .4 Erection and removal dates of formwork.
 - .5 Date, quantities and particulars of each concrete pour.
 - .6 Dates and quantities and particulars of roofing and waterproofing work.
 - .7 Visits to the site by the Agency, Consultants, Jurisdictional Authorities, Testing and Inspection companies, and material and equipment supplier representatives.
 - .9 Material Safety Data Sheet pursuant to WHMIS (Occupational Health and Safety Act).

-
- .10 As-built drawings recording as-built conditions, instructions, changes for structure, equipment, wiring, plumbing, etc., as called for in Section 01 77 00, Closeout Procedures prior to being concealed.
 - .11 Copies of applicable codes.
 - .13 Emergency procedures and contact information in case of an accident or an incident on the site
- 1.9.2. The above material shall be made available to the Consultant at their request.
- 1.10. **Cutting and Patching**
- 1.10.1. Provide labour, products, equipment, services, tools, and supervision necessary for cutting and patching work in accordance with the Contract Documents.
 - 1.10.2. Obtain Consultant's approval prior to cutting, boring or sleeving load-bearing members.
 - 1.10.3. The terms "make good", "making good", "made good", "restore to existing", "patch", "repair", or similar words or phrases are used in standards and these Contract Documents to mean the following, unless context provides otherwise:
 - .1 Make good materials and finishes which are damaged or disturbed during the process of additions and reconstruction under the Contract.
 - .2 Where existing work is to be made good, match new work exactly with the existing work in material, form, construction and finish unless otherwise noted or specified.
 - .3 Where existing work is to be made good, there shall be no visible difference in appearance, performance, or aesthetics between the existing work and the new work by the naked eye at a distance of three metres from the surface being made good.
 - 1.10.4. Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of any element of the Structure or Contract
 - .2 Integrity of weather-exposed or moisture-resistant elements
 - .3 Efficiency, maintenance or safety of any operational element
 - .4 Visual qualities of sight-exposed elements
 - .5 Work of Agency's or other contractors.
 - 1.10.5. Include in request:
 - .1 Identification of Contract.
 - .2 Location and description of affected work.
 - .3 Statement of necessity for cutting or alteration.
 - .4 Description of proposed work and products to be used.
 - .5 Alternatives to cutting and patching.
 - .6 Effect on work of Agency's or other contractors.

- .7 Date and time work will be executed.
- 1.10.6. Obtain the Consultant's review of proposed method of cutting prior to proceeding with the Work.
 - 1.10.7. All products shall be of same quality or better than the original installation.
 - 1.10.8. Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 - 1.10.9. After uncovering inspect conditions affecting performance of the Work.
 - 1.10.10. Beginning of cutting or patching means acceptance of existing conditions.
 - 1.10.11. Provide supports to assure structural integrity of surroundings; devices and methods to protect other portions of the Project from damage.
 - 1.10.12. Provide protection from elements for areas which may be exposed by uncovering work; maintain excavations free of water.
 - 1.10.13. Execute cutting, fitting, and patching including excavation and fill to complete the Work.
 - 1.10.14. Employ appropriate trades with skilled labour to perform cutting work.
 - 1.10.15. Fit Work segments together, to integrate with penetrations through surfaces and with other work.
 - 1.10.16. Remove and replace defective and non-conforming work.
 - 1.10.17. Do any drilling, cutting, fitting, patching and finishing that may be required to make the various classes and kinds of other work fit together in a professional and finished manner. Make watertight connections with adjoining structures.
 - 1.10.18. Provide openings in non-structural elements of the Work for penetrations of mechanical and electrical work.
 - 1.10.19. Execute the Work by methods to avoid damage to other work and which will provide proper surfaces to receive patching and finishing.
 - 1.10.20. Cut Products using proper equipment and methods. On rigid materials, use a masonry saw or core drill. Pneumatic or impact tools are not allowed on masonry work without prior approval.
 - 1.10.21. Where new work connects with existing structures, cut, patch and make good existing work to match original condition.
 - 1.10.22. Be responsible for correct formation and bridging of openings in masonry and structural walls as required.
 - 1.10.23. Ensure compatibility between installed Products and security of installation.
 - 1.10.24. Restore the Work with new Products in accordance with requirements of the Contract Documents.
 - 1.10.25. Fit work airtight to pipes, sleeves, ducts, conduits and other penetrations through surfaces.
 - 1.10.26. Properly prepare surfaces to receive patching and finishing.

1.10.27. Refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

2. **PRODUCTS** – NOT APPLICABLE
3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

- 1.1.1. Hoarding, Fencing and Barriers:
- .1 Maintain and protect existing plywood hoarding around the perimeter of the site.
 - .2 Maintain the existing lockable gates through hoarding for access to the site by workers and vehicles.
 - .3 Remove the hoarding and lockable gates after project completion and dispose of off-site.
- 1.2. Prevent unauthorized entry to the site. Barricade, guard or lock access points to the satisfaction of the Consultant and post "NO TRESPASSING" signs.
- 1.3. Install signs for movement of people around the site as required and directed by the Consultant.
- 1.4. Provide secure, rigid guide rails and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs as required for protection of the Work, workers and the public.
- 1.5. Remove hoarding, fencing, barriers, building enclosures, guide rails and barricades upon Contract Completion unless otherwise noted on the Contract Drawings or as directed by the Consultant.
- 1.6. **Scaffolding, Hoists and Cranes**
- 1.6.1. Select, operate and maintain scaffolding, hoisting equipment and cranes as may be required.
 - 1.6.2. Do not erect or operate equipment that will endanger existing structures, local municipalities, hydro installations or traffic signals.
 - 1.6.3. Design and construct scaffolding in accordance with CAN/CSA S269.2-M.
- 1.7. **Protection**
- 1.7.1. Protection of Public Area
 - .1 Protect surrounding private and public property from damage during performance of the Work.
 - 1.7.2. Protection of Building Finishes and Equipment
 - .1 Provide protection for structure, finished and partially finished building finishes, waterproofing systems and equipment during performance of the Work.
 - .2 Provide necessary screens, covers and hoarding as required.
 - .3 Any Products or equipment damaged while carrying out the Work shall be restored with new products or equipment matching the original equipment. Damage shall include harm resulting from all construction work, such as falling

objects, wheel and foot traffic, failure to remove debris, operation of machinery and equipment, and scaffolding and hoisting operations.

1.8. **Fire Protection**

- 1.8.1. Take precautions to prevent fires. Provide and maintain temporary fire protection equipment of a type appropriate to the hazard anticipated in accordance with authorities having jurisdiction, governing codes, regulations, by-laws and to the satisfaction of the Consultant and the Agency, and insurance authorities.
- 1.8.2. Excessive storage of flammable liquids and other hazardous materials, as assessed by the Consultant, is not allowed on site. Flammable liquids must be handled in approved containers. Remove combustible wastes frequently.
- 1.8.3. Inspect temporary wiring, drop cords, extension cables for defective insulation or connections frequently.
- 1.8.4. Open burning of rubbish is not permitted on the site.
- 1.8.5. Handle, transport, store, use and dispose of gasoline, benzene or other flammable materials with good and safe practice as required by authorities having jurisdiction.
- 1.8.6. Provide fire extinguishers of the non-freezing chemical type in each temporary building, enclosure and trailer. Use only fire-proofed tarpaulins.
- 1.8.7. Smoking is not allowed anywhere on Regional property. A fire watch shall be required for each of the following activities regardless of the number, duration or size of the activity in operation:
 - .1 Any open flame activities (e.g., soldering and welding);
 - .2 Shutdown of fire detection system;
 - .3 Shutdown of sprinkler system;
 - .4 Verification of fire alarm devices after normal business hours.
- 1.8.8. Maintain adequate cover over services as required by utility authorities.

1.9. **Pest Control**

- 1.9.1. Be responsible to provide control measures, restraining procedures, and treatments to prevent infestation and spread of insects, rodents and other pests deemed to be present at site and/or noticed during course of the Work. Carry out fumigation, pest control procedure, and posting of warning signs, notices including contents of such notices in accordance with requirements of the *Pesticides Act* and any other authorities having jurisdictions. Pesticides used shall be in accordance with the *Canada Pest Control Products Act*, and provincial and municipal regulations.

1.10. **First-Aid Facilities**

1.10.1. Provide site equipment and medical facilities necessary to supply first-aid service to injured personnel in accordance with regulations of the *Workman's Compensation Act*. Maintain facilities for the entire duration of the Contract.

1.11. **Site Maintenance**

1.11.1. Maintain the Site and adjacent premises in a clean and orderly condition, free from debris and other objectionable matter. Immediately remove rubbish and surplus products, equipment and structures from the site. If the Site is not cleaned within 48 hours after the Contractor has been instructed to do so, the Consultant may clean the Site and retain the cost from monies due, or to become due, to the Contractor.

1.11.2. When the Work is Substantially Performed, remove surplus products, tools, construction machinery and equipment not required for the performance of the remaining work.

1.12. **Site Storage and Over Loading**

1.12.1. Confine the Work and operations of employees to limits indicated by the Contract Documents. Do not unreasonably encumber the site with products.

1.12.2. Products shall be stored only in areas designated or approved by the Consultant, and shall not be left lying on streets, sidewalks, boulevards or elsewhere within public view. Products which the Consultant may permit to be stored elsewhere than in the Contractor's storage areas shall be neatly stacked or otherwise disposed and shall be so maintained.

1.12.3. Fabrication shops shall not be set up within the structure except as directed by or with the permission of the Consultant.

1.12.4. Do not load or permit to be loaded any part of the Work with a weight or force that it is not calculated to bear safely. Be solely responsible and liable for damages resulting from violation of this requirement. Provide temporary supports as strong as permanent support.

1.12.5. Do not cut, drill or sleeve load bearing members unless shown on the Contract Drawings or otherwise approved by the Consultant in writing for each location.

1.12.6. Site storage and loading requirements to be in accordance with the *Ontario Occupational Health and Safety Act* and Regulations for Construction Projects.

1.12.7. The Agency is not responsible for and shall not provide storage space for Contractor use.

- 1.13. **Public Traffic Flow**
 - 1.13.1. Provide and maintain flag persons, police officers, traffic signals, barricades and illumination as required by authorities having jurisdiction and/or as necessary to perform the Work and protect the public.

- 1.14. **Construction Parking**
 - 1.14.1. Parking may be allowed provided it does not disrupt the performance of the Work, site safety or the movement of vehicular or pedestrian traffic and is acceptable to the Agency and the Consultant.

- 2. **PRODUCTS** – NOT APPLICABLE

- 3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

Work of this Contract is based on Products specified by:

- 1.1.1. Manufacturer's catalogued trade names and/or;
- 1.1.2. References to standards (i.e. CAN, CGSB, CSA, ASTM,) or;
- 1.1.3. Prescriptive Specifications or;
- 1.1.4. Performance Specifications.

1.2. When one or more manufacturer's trade name is specified for a product, any one of the specified products will be acceptable. Products by other manufacturers are subject to the Consultant's acceptance in writing as an equivalent substitution in accordance with the specified requirements of substitutions.

1.3. When more than one manufacturer's catalogued trade name product is specified along with a referenced standard, any one of the specified products will be acceptable on condition the product complies with the referenced standard.

1.4. When a Product is specified by reference to a standard only, the Contractor may select any product that meets or exceeds the specified standard for the intended purpose. The onus shall be on the Contractor to establish that such products meet the reference standard requirements. Products exceeding minimum requirements established by reference standards will be accepted for the Work if such products are compatible with the Work with which they are incorporated.

1.5. When a Product is specified by prescriptive or performance Specification, any product meeting or exceeding the Specification will be accepted.

1.6. When a Product is specified by reference to a standard or by prescriptive or performance Specification, upon request of the Consultant, obtain from the manufacturer, an independent testing laboratory report showing that the product meets or exceeds the specified requirements.

1.7. Unless otherwise indicated in the Specifications, maintain uniformity of manufacture for any particular or like item throughout the Work/Project.

1.8. **Substitutions**

1.8.1. Requests for substitutions will not be accepted prior to the notification of award. Only one Substitution will be considered by the Consultant and the Agency provided that:

- .1 The proposed substitution has been investigated and complete data is submitted which clearly includes highlighting all aspects that meet the Specifications. Consultant will only review data submitted. Incomplete data will be grounds for non-acceptance.

- .2 It will not result on delays of the Contract schedule nor on additional contract cost
 - .3 Same warranty is given for the substitution as for the original product specified.
 - .4 All claims are waived for additional costs related to the substitution which may subsequently arise.
 - .5 Installation of the accepted substitution is co-ordinated into the Work and that full responsibility is assumed by the Contractor when substitutions affect other work. Make any necessary changes required to complete the Work. Revisions to the Contract Drawings for incorporation of the substitutions shall be made by the Consultant and Agency and all costs associated with the revisions shall be borne by the Contractor.
- 1.8.2. Substitutions to methods or process described in the Specifications may be proposed for the consideration of the Consultant. Ensure that such substitutions are in accordance with the following requirements:
- .1 Time spent by the Consultant in evaluating the substitution shall not be the basis for a claim by the Contractor for extensions to the Contract time.
 - .2 Clearly indicate how the proposed substitution would be advantageous to the Agency or in the opinion of the Contractor would improve the operation of the installation.
 - .3 Be responsible for substitutions to methods or processes concerning such work and ensure that the warranty covering all parts of the Work will not be affected.
 - .4 The cost of all changes in the Work of other Contractors, necessitated by the substituted methods or processes, if accepted, is borne by the Contractor.
 - .5 The substituted methods or processes fit into space allotted for the specified methods or processes. Revisions to the Drawings for incorporation of the substitutions shall be made by the Consultant and all costs associated with the revisions shall be borne by the Contractor.
 - .6 Any substitutions on this Project are not encouraged. Substitutions, if required in extreme cases, shall be approved in writing by both the Consultant and Agency.
- 1.8.3. Substitutions will not be considered if:
- .1 They are indicated or implied on shop drawings or product data without formal request.
 - .2 Acceptance will require substantial revision of the Specifications and Contract Drawings.
- 1.8.4. Do not substitute products or methods or processes into the Work unless such substitutions have been specifically approved for the Work by the Consultant and Agency.
- 1.8.5. Approved substituted products shall be subject to the Consultant's inspection and testing procedures. Approved substituted products

shall only be installed after receipt of the Consultant's and Agency's written approval.

1.8.6. The Contract price will be adjusted accordingly to any and all credits arising from the substitutions mentioned above.

1.9. **Approval of Products And Installation Methods**

1.9.1. Wherever in the Specifications it is specified that products and installation methods shall meet approval of authorities having jurisdiction, underwriters, the Consultant, or others, such approval shall be in writing.

1.10. **Product Delivery Control**

1.10.1. It is the responsibility of the Contractor to ensure that the supplier or distributor of materials specified, or alternatives accepted, which he intends to use, has materials on the site when required. The Contractor shall obtain confirmed delivery dates from the supplier.

1.10.2. The Contractor shall contact the Consultant immediately upon receipt of information indicating that any material or item will not be available on time, in accordance with the original schedule, and similarly it shall be the responsibility of all subcontractors and suppliers to so inform the Contractor.

1.10.3. The Consultant reserves the right to receive from the Contractor at any time, upon request, copies of actual purchase or work orders of any material or products to be supplied for the Work.

1.10.4. If materials and products have not been placed on order, the Consultant may instruct such items to be placed on order, if direct communication in writing from the manufacturer or prime suppliers is not available indicating that delivery of said material will be made in sufficient time for the orderly completion of the Work.

1.10.5. The Consultant's review of purchase orders or other related documentation shall in no way release the Contractor, or subcontractors and suppliers from their responsibility for ensuring the timely ordering of all materials and items required, including the necessary expediting, to complete the Work as scheduled in accordance with the Contract Documents.

1.10.6. In the event of failure to notify the Consultant at commencement of the Work and should it subsequently appear that work may be delayed for such reason, the Consultant reserves the right to direct the Contractor to take the following measures at no increase in Contract price:

- .1 Substitute more readily available products of similar or better quality and character, or
- .2 Temporarily install another product until such time as the specified product becomes available, at which time the temporarily installed product shall be removed and the specified product installed.

1.11. **Trademarks and Labels**

- 1.11.1. Permanent labels, trademarks and nameplates on products are not acceptable in the finished work, except where required by authorities having jurisdiction, for operating instructions or when located in service rooms.
- 1.11.2. Remove trademarks and labels by grinding, if necessary, painting out where the particular surface is being painted, or if on plated parts, replace with new plain plated or non-ferrous metal parts.

1.12. **Delivery, Storage, Handling and Protection**

- 1.12.1. Be responsible for handling and delivery of Products. Protect Products from damage during handling, storage and installation. Deliver store and handle items in accordance with manufacturer's instructions and as specified. Be responsible for all costs of delivery, loading and off-loading, and for transportation back to its origin for correction, if required, due to damage or defect. Reject materials and products delivered to the site which are damaged.
- 1.12.2. Manufacture, pack, ship, deliver, and handle products so that no damage occurs to structural qualities and finish appearance, nor in any other way which is detrimental to their function and appearance.
- 1.12.3. Ensure that products, while transported, are not exposed to an environment which would increase their moisture content beyond the maximum specified.
- 1.12.4. Organize delivery of materials, products and equipment to, and removal of debris and equipment from, the site and surrounding property.
- 1.12.5. Schedule early delivery of products to enable work to be executed without delay. Before delivery, arrange for receiving at the place of the work.
- 1.12.6. Coordinate mechanical and electrical equipment and apparatus deliveries with the manufacture's and suppliers such that equipment and apparatus is delivered to the site when it is required, or so that it can be stored within the building and protected from the elements.
- 1.12.7. Shop assemble work for delivery to site in size easily handled and to ensure passage through building openings.
- 1.12.8. Deliver packaged products, in original unopened wrapping or containers, with manufacturer's seals and labels intact.
- 1.12.9. Label packaged products to describe contents, quantity, and other information as specified.
- 1.12.10. Labels attesting that materials conform to specified reference standards will be acceptable as verification that contents meet specified requirements. In the absence of labels, submit affidavits to validate conformance of product to reference standards, as requested by the Consultant.

- 1.12.11. Label fire-rated products to indicate Underwriters' Laboratories (UL) approval as required.
- 1.12.12. Handle and store materials and products in such a manner that no damage is caused to the materials and products, the work, the site and surrounding property.
- 1.12.13. Do not obstruct or disrupt local traffic flow during construction period.
- 1.12.14. Allocate an area within the limits of the Work acceptable to the Agency for storage of products brought to the site by all trades. Keep storage area tidy at all times and do not use other parts of the property for storage. Arrange and pay for off-site storage when required.
- 1.12.15. Locate products on site in a manner to cause minimal interference with the work and building activities.
- 1.12.16. Store products off the ground, in a manner to prevent damage, adulteration, deterioration and soiling to the products, other building components, assemblies, other products, the structure, the site and surrounding property, and in accordance with manufacturer's instructions when applicable.
- 1.12.17. Store packaged or bundled products in original and undamaged condition complete with written application instructions. Keep manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in the Work.
- 1.12.18. Do not place or store materials and products in corridors, public areas, streets, lanes, passageways or similar locations.
- 1.12.19. Store products so as not to create any overloading conditions to any part of the building, structure, falsework, formwork and scaffolding.
- 1.12.20. Store products subject to damage from weather in weatherproof enclosures.
- 1.12.21. Store cementitious products clear of earth or concrete floors and away from walls.
- 1.12.22. Keep sand, when used for grout or mortar materials, clean and dry. Store sand on wooden platforms and cover with waterproof tarpaulins during inclement weather.
- 1.12.23. Store sheet materials and lumber on flat, solid supports and keep clear of ground. Slope to shed moisture.
- 1.12.24. Store and handle flammable liquids and other hazardous materials in approved safety containers and as otherwise prescribed by safety authorities. Store no flammable liquids or other hazardous material in bulk within the Work.
- 1.12.25. Store and mix paints in a heated and ventilated room or area assigned for this purpose. Keep this room or area locked when unattended. Remove oily rags and other combustible debris from the place of the work daily. Take every precaution necessary to prevent spontaneous combustion.
- 1.12.26. Protect prefinished metal surfaces by protective coatings or wrappings until time of final clean-up. Protection shall be easily

- removable without damage to finishes. Do not permit strippable tape or coatings to become baked on surfaces which they protect.
- 1.12.27. Touch-up damaged factory finished surfaces to Consultant's satisfaction. Use primer and paint to match original.
- 1.12.28. Protect glass and other finishes against heat, slag and weld splatter by provision on adequate shielding. Do not apply visible markings to surfaces exposed to view in finished state or that receive transparent finishes.
- 1.12.29. Protect surfaces of completed work exposed to view from staining, disfigurement and all other damage by restriction of access or by use of physical means suitable of the material and surface location.
- 1.12.30. Adequately protect trowelled concrete floors from damage. Take special measure when moving heavy loads or equipment on them.
- 1.12.31. Keep finished concrete floors free from oils, grease or other material likely to damage or discolour them or affect bond of applied finishes. Once building is enclosed, keep floors as dry as possible after curing.
- 1.12.32. Protect finished flooring from pedestrian traffic with reinforced kraft paper as a minimum, secured in place and with joints sealed by reinforced pressure sensitive tape. Maintain protection in place until Contract completion.
- 1.12.33. Protect finished flooring from continuing construction work and delivery of products with plywood panels of minimum 6mm thickness with joints between panels sealed with reinforced pressure sensitive tape. Maintain protection in place until work and deliveries are complete.
- 1.12.34. Make good or replace damaged materials to the satisfaction of the Consultant.
- 1.12.35. Hazardous Materials Information:
- .1 Comply with requirements of WHMIS regarding use, handling, storage and disposal of hazardous materials; and regarding labelling and provision of MSDS in accordance with jurisdictional authorities.
 - .2 Deliver copies of MSDS to the Consultant on all products intended for use in the Work and designated as a "controlled product".
- 1.13. **Manufacturer's Instructions**
- 1.13.1. Unless otherwise indicated in the Specifications, fabricate, install, apply, connect, install, erect, use, clean, and condition products in accordance with manufacturer's instructions except where more stringent requirements are specified. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- 1.13.2. Notify the Consultant in writing, of conflicts between the Specifications and manufacturer's instructions, so that the

Consultant may establish the course of action. If requested, make a copy of those instructions available at the site.

- 1.13.3. In cases of improper installation or erection of products, due to failure in complying with these requirements, the Consultant may direct removal and re-installation at no increase in Contract price.

1.14. **Workmanship**

- 1.14.1. Workmanship shall be the best quality, executed by workers experienced and skilled in the respective duties for which they are employed. Immediately notify the Consultant if required work is such as to make it impractical to produce required results.
- 1.14.2. Do not employ any unfit person or anyone unskilled in their required duties. The Consultant reserves the right to require the dismissal from the place of the work, workers deemed incompetent, careless, insubordinate or otherwise objectionable.
- 1.14.3. Decisions as to the quality or fitness of workmanship in cases of dispute rest solely with the Consultant, whose decision is final.
- 1.14.4. Give particular attention to finished dimensions and elevations of the Work. Make finished work fit indicated spaces accurately. Make finished work flush, plumb, true to lines and levels and accurate in all respects.
- 1.14.5. In finished areas, conceal pipes, ducts, conduit and wiring in floors, walls, ceilings, chases, or behind furring except where indicated otherwise.
- 1.14.6. Ensure that service poles, fill-pipes, vents, regulators, meters and similar service installations are located in inconspicuous locations. If not indicated on Contract Drawings, verify location of service installations with Consultant prior to commencing installation.
- 1.14.7. Ensure that integrity of fire separations is maintained where they are penetrated.
- 1.14.8. Finish access panels and doors to match adjacent wall and/or ceiling finish unless otherwise specified or indicated.
- 1.14.9. Keep surfaces, on which finished materials will be applied, free from grease, oil, and other contamination which would be detrimental in any way to the application of finish materials.
- 1.14.10. Enforce fire prevention methods at site. Do not permit fires, open flame heating devices or accumulation or debris. Use flammable materials only if all safety precautions are taken. Provide and maintain in Working order ULC labelled fire extinguishers of types suitable for fire hazard in each case and locate them in prominent location and to approval of jurisdictional authorities.
- 1.14.11. Where flammable materials are being applied, ensure that adequate ventilation is provided, spark-proof equipment is used, and smoking and open flames are prohibited.

1.15. **Dimensions**

- 1.15.1. Check all dimensions at the site before fabrication and installation commences and report discrepancies to the Consultant.

- 1.15.2. Where dimensions are not available before fabrication commences, ensure that dimensions required are agreed upon between the parties concerned.
 - 1.15.3. Prior to commencing the Work, ensure that clearances required by authorities having jurisdiction have been obtained.
 - 1.15.4. Wall thicknesses and openings shown on the Contract Drawings may be nominal only; ascertain actual sizes at the site.
 - 1.15.5. Verify dimensions of shop fabricated portions of the Work at the site before shop drawings and fabrications are commenced. The Agency will not accept claims for extra expense by reason of non-compliance with this requirement.
 - 1.15.6. Fabricate and erect manufactured items, shop fabricated items, and items fabricated on or off site, to suit site dimensions and site conditions.
 - 1.15.7. In areas where equipment is to be installed, check dimensional data on equipment to ensure that area and equipment dimensions are compatible with necessary access and clearance provided. Ensure that equipment supplied is dimensionally suitable for space provided.
 - 1.15.8. The mechanical and electrical Drawings are intended to show approximate locations of mechanical apparatus, fixtures, equipment, piping and duct runs, electrical apparatus, fixtures, outlets, equipment, units, and conduit in diagrammatic form and wherein the mechanical and electrical items are not dimensioned, consider their locations to be approximate. Check the Contract Drawings and confer with the Consultant to settle the actual locations of these items as may be required to suit aesthetic and site conditions. Such relocation shall be done without change to the Contract Price.
 - 1.15.9. Leave areas clear where space is indicated to be reserved for future equipment, including access to such future equipment.
 - 1.15.10. Whether shown on the Contract Drawings or not, leave adequate space and provision for servicing of equipment and removal and reinstallation of replaceable items such as motors, coils and tubes.
- 1.16. **Relocation of Mechanical and Electrical Items**
- 1.16.1. The Agency and the Consultant reserve the right to relocate outlets at a later date, but prior to installation, without additional cost to Agency, assuming that the relocation per outlet does not exceed 3000mm from the original location. No credits will be anticipated where relocation per outlet of up to and including 3000mm reduces materials, products and labour.
 - 1.16.2. Should relocations per outlet exceed 3000mm from the original location, the Contract price will be adjusted in accordance with the provisions for changes in the Contract Documents.
 - 1.16.3. Alter the location of pipes and other equipment, without additional cost to the Agency, if approved, provided the change is made before installation.

- 1.16.4. Make necessary changes, due to lack of coordination, as required and when approved, at no additional cost, to accommodate structural and building conditions.
- 1.17. **Expansion, Contraction and Deflection**
- 1.17.1. Conform to manufacturer's recommended installation temperatures. If items, components, assemblies, systems and finishes are installed at temperatures different from operation or service temperatures, make provisions for expansion and contraction in service as acceptable to manufacturer and Consultant. Repair all resulting damage should expansion and contraction provisions provide inadequate.
- 1.17.2. Make provisions for expansion and contraction due to temperature changes within components, products and assemblies and between adjacent components, products and assemblies, and due to building movements including but not limited to creep, column shortening, deflection, sway and twist. Ensure provisions for expansion, contraction and building movements prevent damages from occurring to and within components, products and assemblies.
- 1.17.3. Make adequate allowance at wall and partition heads for deflection of the structure above. Determine requirements from the Consultant where additional information is required. Where partitions butt to underside of floor assembly, or structural framing, the clearance shall be based on the span of the members supporting the floor or structural framing. In making such allowance use methods which maintain the integrity of the wall or partition as a sound, and/or fire barrier.
- 1.17.4. Make provisions in pipes, plenums, ducts and vessels containing air and fluids as is necessary to prevent damage due to fluid and air induced pressure, surges and vibrations, to pipes, plenums, ducts and vessels and to adjacent components, assemblies and construction to which pipes, ducts, plenums and vessels are attached or pass through.
- 1.18. **Dielectric Separation**
- 1.18.1. Ensure that a dielectric separator is provided in a permanent manner over entire contact surfaces to prevent electrolytic action (galvanic corrosion) between dissimilar materials. Similarly, prevent corrosion to aluminium in contact with alkaline materials such as contained in cementitious materials.
- 1.19. **Products at Sound Attenuating Partitions**
- 1.19.1. Avoid sound transfer at sound attenuating partitions by careful location and treatment of mechanical and electrical equipment, ducts, grilles, diffusers, electrical outlets and boxes and similar items. Where electrical boxes are back to back, serving each side, locate them at least 250mm apart laterally and, if

interconnected, use flexible connections with the Consultant's approval.

1.20. **Fastenings**

- 1.20.1. Include in the Work of each section necessary fastenings, anchors, inserts, attachment accessories, and adhesives. Where installation of devices is in the Work or other sections, deliver and locate devices in ample time for installation.
- 1.20.2. Do not install fibre, plastic or wood plugs or blocking for fastenings in masonry, concrete, or metal construction, unless specified or indicated on the Contract Drawings.
- 1.20.3. Install work with fastenings or adhesives in sufficient quantity to ensure permanent secure anchorage of materials, construction, components and equipment under static conditions, and to resist building thermal movement, creep and vibration.
- 1.20.4. Provide metal fastenings and accessories in same material, texture, colour, sheen and finish as metal on which they occur, unless indicated otherwise.
- 1.20.5. Prevent electrolytic action between dissimilar metals and materials.
- 1.20.6. Use non-corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, and where attached to, or contained within, exterior walls and slabs, unless stainless steel or other material is specified. Leave steel anchors bare where cast in concrete.
- 1.20.7. Space anchors within their load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.
- 1.20.8. Conceal fasteners where indicated. Keep exposed fastenings to a minimum, space evenly and in an organized symmetrical pattern.
- 1.20.9. Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.
- 1.20.10. Powder Actuated Fastenings:
 - .1 Do not use powder actuated fasteners for the support of ceilings.
 - .2 Do not use powder actuated fastenings on any portion of the Work, unless written consent for a specific use is obtained from the Consultant.
 - .3 Only low velocity tools will be permitted under any condition. Operators to be qualified and to be in possession of a valid operator's certificate/licence.

1.21. **Adjusting**

- 1.21.1. Ensure that all components of assemblies fit snugly, accurately and in true planes, and that moving parts operate positively and freely, without binding and scraping.

1.21.2. Verify that Work functions properly and adjust it accordingly to ensure satisfactory operation. Lubricate products as recommended by manufacturer.

2. **PRODUCTS** – NOT APPLICABLE
3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **General Requirements**

Demonstration and Inspection of Products and Systems:

- 1.1.1. Arrange for a demonstration of systems and operating products upon the 100 per cent completion of their installation and prior to certification for Substantial Performance.
- 1.1.2. Include in the arrangements for the attendance of the Consultant, Agency, jurisdictional authorities and personnel assigned by the Agency for the operation of the systems and/or products.
- 1.1.3. Demonstrations shall be conducted by the subcontractor responsible for the installation of the systems and/or product, assisted by representatives of the manufacturer or supplier. All personnel conducting the demonstration shall be completely knowledgeable of all conditions of the operating, functioning and maintenance of the systems and/or products.
- 1.1.4. Agency's representative will acknowledge the successful completion of each demonstration on a form provided by the Contractor. The form shall be agreed to by the Agency, Consultant and Contractor prior to demonstration and testing.
- 1.1.5. Submit copies of letters from manufacturers of systems and/or products before making application for certificate of Substantial Performance to verify that the products have been installed and connected correctly, and that it is operating in a satisfactory manner. The certification shall be based upon inspection and testing of the products by competent technical personnel. Include in letter of certification the names of personnel conducting the testing and inspection, the methods of inspection utilized and the location in the building of the products certified.
- 1.1.6. Following submission of letters of certification and their acceptance by the Agency, the Agency shall have the right to use the products on a trial basis and for instructing their personnel in its use.
- 1.1.7. Submit a Commissioning Schedule to the Consultant/Agency one week prior to the start of commissioning of each system.

1.2. **Final Inspections and Close Out**

- 1.2.1. Submit proposed closeout procedures and schedule of inspection to the Consultant for approval before final demonstrations and inspections commence.
- 1.2.2. Submit layout and survey requirements required by the Agency and authorities having jurisdiction.
- 1.2.3. Arrange for conduct and document final demonstrations, inspections, close-out and take-over at completion of the Work in accordance with procedures described in OAA/OGCA TAKE-OVER PROCEDURES, OAA/OGCA Document No.100, latest edition. Where "Architect" is referred to in Document No.100, shall mean "Consultant".

- 1.2.4. Obtain and submit to the Consultant, signature of Agency's representative stating that they understand the system and equipment installation, operation and maintenance requirements.
- 1.3. **Certificate of Compliance**
- 1.3.1. Submit Certificates of Compliance, prior to the application for Substantial Performance, for each of the following items:
- .1 An affidavit relative to the use of lead-free solder for all domestic water lines, regardless of location.
 - .2 Products for which Material Safety Data Sheets have been submitted and accepted.
 - .3 Other Work/Products identified in the Contract Documents as requiring a certificate of compliance.
- 1.3.2. Each certificate of compliance shall indicated names and addresses of the Project, the Agency, the date of issue, product description including name, number, manufacturer, with a statement verifying that the Work/Product installed meets specified requirements and, if applicable, complies with the submitted and accepted Material Safety Data Sheets.
- 1.3.3. Each certificate of compliance shall be issued on the subcontractor's letterhead, properly executed, under whose work the prospective Work/Product has been provided.
- 1.3.4. Each certificate of compliance shall be endorsed by the Contractor with his authorized stamp/signature. Ensure that submissions are made to allow sufficient time for review without delaying progress of scheduled completion.
- 1.4. **Progress Records**
- 1.4.1. Maintain on site, permanent written records of daily progress of the Work. Records shall be open to review by the Consultant and Agency at all times and a copy shall be furnished to the Consultant on a weekly basis.
- 1.4.2. Records shall show dates of commencement, progress and completion of various trades and items of work. Particulars pertaining to number of employees of various trades and type and quantity of equipment employed daily, temperature, protection methods and other such data shall be noted.
- 1.5. **Record Drawings**
- 1.5.1. Authorized deviations from the Contract Drawings shall be marked in red accurately on one set of drawing prints in a neat, legibly printed manner and shall be dated. Prior to final inspection, neatly transfer the recorded information to a second set of drawing prints of the most recent revision to the drawings and submit to the Consultant.

-
- 1.5.2. Maintain record drawings up to date as work progresses. Status of maintained record drawings may be considered as a condition for validation of applications for payment.
 - 1.5.3. Identify each record drawing as "Contract Record Copy" and maintain the record drawings in good condition. Make record drawings available to the Consultant at all times.
 - 1.5.4. Record drawings shall include accurate dimensioned record of deviations and changes in the Work from the Contract Drawings.
 - 1.5.5. Record drawings shall be signed and dated by the Contractor.
 - 1.5.6. Submit record drawing to the Consultant for review and make corrections as directed by the Consultant.
 - 1.5.7. Record accurately all deviations in the Work.
 - 1.5.8. Accurately record locations of concealed structure, mechanical and electrical services and similar work not clearly in view, the location of which is required for maintenance, alteration work and future additions. Do not conceal such work until the location has been recorded.
 - 1.5.9. Accurately record locations of equipment bases, anchors, concrete pads and roof curbs, sleeves, piping, conduits, ducts, maintenance holes and valves, etc. located either below, outside or within structure.
 - 1.5.10. Where piping, conduits and ducts are underground, under floor, embedded in concrete or otherwise in inaccessible locations, accurately record with respect to structure column lines or walls and elevations with respect to finished floor levels or grades referenced to the centre line of components.
 - 1.5.11. Accurately record any components which will be in inaccessible locations for the Consultant's review before the component is covered, buried or made inaccessible.
 - 1.5.12. Record drawings are to meet the following criteria:
 - .1 Record drawings submitted for Project records by the Contractor are to be provided in AutoCAD format and shall include all Contract Drawings.
 - .2 All submitted electronic drawings must follow the master layering list to be provided by the Consultant ("ROP Working Drawing Layer Standards.xls") in order to be accepted into the Agency's environment. Drawings that do not follow the Agency's drawing standards will be returned to the Contractor for correction and resubmission.
 - .3 Generated using AutoCAD 2012 "DWG" or newer version.
 - .4 Submitted on compact disc (CD) or DVD disc.
 - .5 Submitted to the Consultant within five weeks following Substantial Performance of the Work.
 - .6 Record drawings are to include all X-ref drawings and other linked data.
 - .7 Record drawings are to indicate a revision line and date.

-
- .8 Without document protection.
 - .9 With professional stamps removed for the use of the Agency.
- 1.5.13. Clearly and prominently mark each drawing "RECORD DRAWING prepared by (name of Contractor)".
- 1.6. **Operation and Maintenance Manuals**
- 1.6.1. Hand over to the Consultant one copy of a comprehensive operations and maintenance manuals and material suitable for the Agency's maintenance employees. Manuals shall cover all products supplied and installed under the Contract.
 - 1.6.2. Submit draft of the operation and maintenance manuals for the Consultant's review at least 15 days before testing systems and equipment. Incorporate alterations and additions, as found to be necessary during testing, and prepare the final version of the manual from the corrected draft.
 - 1.6.3. Submit final version of operation and maintenance manuals prior to Contract Completion.
 - 1.6.4. Testing of systems and equipment will not be deemed to be complete until the requisite number of copies of the final version of the manuals has been handed over to the Consultant.
 - 1.6.5. If standard literature is incorporated into the operations and maintenance manual, any irrelevant information shall be deleted or suitably noted.
 - 1.6.6. The manuals shall have sufficient detail in order that the Agency can totally maintain the equipment without outside help.
 - 1.6.7. Submit all material in English.
 - 1.6.8. Organize data in the form of an instructional manual.
 - 1.6.9. Binders: Commercial quality, 219mm x 279mm, maximum "D" ring size.
 - 1.6.10. When multiple binders are used, correlate data into related consistent groupings.
 - 1.6.11. Cover: Identify each binder with type or printed title "Contract Record Documents"; list title of Contract, identify subject matter of contents.
 - 1.6.12. Arrange content by systems or process flow, under Section numbers and sequence of Table of Contents.
 - 1.6.13. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
 - 1.6.14. Text:
 - .1 Manufacturer's printed data, or typewritten data on twenty-pound paper.
 - 1.6.15. Drawings:
 - .1 Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.6.16. Operation and Maintenance Manuals shall contain the following minimum information and data:

- .1 Table of Contents:
 - .1 Provide title of Contract; names, addresses, and telephone numbers of Consultants and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
 - .2 Provide a compiled list of all fixtures upgraded and installed. For each Product or System:
 - .3 List names, addresses and telephone numbers of subcontractors, suppliers and service representatives, including local source of replacement supplies and parts including telephone numbers.
- .2 Warranties:
 - .1 Warranties are between the Contractor and Agency. Warranties shall include, as a minimum:
 - .2 Description of warranty coverage.
 - .3 Date warranty starts (being date of Substantial Performance).
 - .4 Date warranty expires.
 - .5 Contact name, address and phone number (the Contractor shall also be responsible for advising the Agency of changes in contact information during the warranty period).
 - .6 Equipment and components performance curves.
 - .7 Hydro certificates.
- .3 Reports:
 - .1 For each product or system, provide the following:
 - .2 Manufacturer's certified reports.
 - .3 Factory test reports.
 - .4 Field testing reports.
- .4 Details of design, construction and/or fabrication features, component function and maintenance requirements, to permit effective start-up, operation, maintenance, repair, modification, extension and expansion of any portion or feature of the installation.
- .5 Technical data, product data, supplemented by bulletins, component illustrations, detailed views, technical descriptions of items and parts lists.
- .6 Schematics Interconnection Lists:
 - .1 Manuals shall be complete with schematic and wiring diagrams, wiring interconnection lists and diagrams fully cross referenced and coordinated, printed circuit board layouts including the component identification, component parts list with

-
- electronic substitution equivalent. Provide cross referenced components lists and sequence of operations.
- .7 Troubleshooting and Fault Location Guide:
 - .1 Instructions to facilitate quick return of malfunctioning equipment to operation.
 - .8 Routine servicing and preventative maintenance schedule for products and/or estimated hours required for routine servicing and preventative maintenance tasks.
 - .9 List of recommended spare parts and recommended quantity of each item to be stocked based on spare part availability and re-order time.
 - .10 Complete set of reviewed shop drawings.
 - .11 Product Data:
 - .1 Mark each sheet to clearly identify specific products and component parts, and data applicable to installation; delete inapplicable information.
 - .12 Drawings:
 - .1 Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams and as required in the Specifications.
 - .13 Typed Text:
 - .1 As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions and as required in the Specification.
 - .14 List of Contact Information for warranties and list of spare parts.
- 1.6.17. Prepare all required drawings on CAD, using AutoCAD Version 2012 or newer.
- 1.6.18. Prepare CAD drawings to meet the requirements of the Agency's standards and procedures. Include all X-refs and linked data.
- 1.6.19. Supply and hand over to the Consultant one CD of drawings for each final drawing prepared under this Contract, including but not limited to circuit drawings, equipment layout drawings and shop drawings.
- 1.6.20. The final size of drawings shall be 560mm x 860mm. Half size reproductions (280mm x 430mm) shall also be provided.
- 1.6.21. Prior to Contract Completion, supply and hand over to the Consultant, one complete set of CAD Drawing Files in AutoCAD format on storage media acceptable to the Consultant for each final drawing prepared under this Contract, including but not limited to circuit drawings, equipment layout drawings and shop drawings.
- 1.6.22. Text files shall be written in Microsoft Word format (processing program) acceptable to the Agency.

1.6.23. Provide one full bound set of As-Built drawings to the Agency in 18" x 24" size white prints.

1.6.24. Standard and extended warranties letters to be included as part of the project close out. The standard ones starting on the date of certified substantial completion.

2. **PRODUCTS** – NOT APPLICABLE

3. **EXECUTION** – NOT APPLICABLE

END OF SECTION

1. **GENERAL**

1.1. **Description**

1.1.1. The Work of this Section is for the removal and repair of all items required by the Work, including:

- .1 Remove all carpentry work, millwork, drywall partitions etc. required for the work or indicated on the drawings.
- .2 Remove abandoned services such as conduits, pipes, wiring, ducts, fixtures equipment, etc. where required for the work or indicated on the drawings.
- .3 Removal of all existing floor finishes, including underlays to original sub floor at locations where new floor finish is called for, ready for application of new finishes.
- .4 Removal of existing electrical items including fixtures, etc. where required for the work or indicated on the drawings and not required to be relocated within the Agency's premises.
- .5 Removal of all mechanical items including plumbing fixtures, services etc. where required for the Work or indicated on drawings and or where not required to be relocated within the Agency's premises.
- .6 Making good of existing materials to provide smooth, dust-free and grease free surfaces, ready for Agency's occupancy.
- .7 Removal shall mean removal from site and sale disposal in a legal manner.

1.2. **Traffic Flow**

- 1.2.1. Conduct operations in such a manner as not to impede vehicular or pedestrian traffic normal to area adjacent to building or on streets, sidewalks or alleys given access to area or buildings in neighbourhood.
- 1.2.2. Do not place or store materials or equipment in such a way as to obstruct flow of traffic on thoroughfares, streets, sidewalks or space surrounding buildings.

1.3. **Standards and Codes**

- 1.3.1. In addition to complying with all applicable provincial and municipal codes and regulations, comply with the requirements of all insurance carriers providing coverage for this Work.
- 1.3.2. The use of explosives will not be permitted.
- 1.3.3. Keep excavations drained and free of water at all stages of operation. Provide necessary equipment including pumps, piping and temporary drains and trenches.

1.4. **Protection**

- 1.4.1. Take all necessary precautions to protect the existing building, remaining fitments and furniture, etc. and services from damage during demolition work. Accept responsibility for any damage

which may occur and make good without cost to the Agency. Determine location of services situated within, or adjacent to, the site before demolition work commences. Accept responsibility for damage to existing services and make good without cost to the Agency.

1.4.2. Maintain fire protection and enforce proper fire prevention practices in accordance with the Agency's requirements.

1.4.3. Be responsible for maintaining the existing building in a weather and watertight condition at all times until the completion and acceptance of the Work. All damage caused to the building interior and/or furnishings of the existing building by neglect of the contractor or any of his forces shall be made good at his expense including all costs and charges which may be claimed by the Agency for damages or inconvenience suffered. Protection shall be adequate to provide security.

1.5. **Dust Control**

1.5.1. Use all means necessary to prevent spread of dust during performance of the Work of this Section by dust control and temporary dust partitions. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbours and performance of other Work on the site. Take precautions to avoid water damage during wetting down operations.

2. **PRODUCTS**

2.1. **Materials from Demolition**

2.1.1. All materials from the demolition and preparatory work shall become the property of the Contractor and be removed from the site unless otherwise mentioned.

2.1.2. On-site burning will not be permitted.

2.1.3. Take over items for demolition and repairs in their condition on date that tender is accepted, irrespective of their condition prior to tendering.

2.1.4. Removal of hazardous substances, where required, shall be carried out in strict accordance with regulations of the authorities governing such tendering.

3. **EXECUTION**

3.1. **Workmanship**

3.1.1. Do not start demolition without approval by the Agency.

3.1.2. Before commencing demolition, have existing mechanical, electrical and other services in the areas being altered, cut off, capped at source, diverted, or removed as required. Protect and maintain services in the existing building without interruption during the periods when they are required for use. The capping or diverting of lines as encountered within the area of alteration shall

- only be carried out within the time periods as directed by the Agency's Representative.
- 3.1.3. Provide protection as required to enable existing building and equipment to remain in continuous and normal operation and maintain construction schedule.
 - 3.1.4. Furnish all labour, materials, tools, plant and services necessary for or incidental to the Work of this Section.
 - 3.1.5. Retain and hand over to the Agency any items designated as the Agency's property.
 - 3.1.6. All repairs shall match existing quality.
 - 3.1.7. Repairs to sidewalks, curbs, roads etc. shall be to city/provincial standards.
 - 3.1.8. All existing openings in concrete slabs which become unnecessary due to abandoned services shall be filled with concrete. Concrete repairs shall be neat and flush with exposed surface. Roughen sides of openings to provide keying for new concrete.
- 3.2. **Clean-Up**
- 3.2.1. On completion of the Work of this Section, remove all protection. Remove from site all debris, surplus materials, tools, plant and equipment and leave clean and tidy, in a good and workmanlike manner.
 - 3.2.2. When Work of this Section is completed in an given area, assume responsibility for protection. Make good any damaged Work or broken glass until acceptance of the completed contract by the Agency.
 - 3.2.3. Remove all rubbish from the site as Work progresses on a daily basis.

END OF SECTION

1. **GENERAL**

1.1. **Section Includes**

1.1.1. Labour, Products, equipment and services necessary for epoxy flooring work in accordance with the Contract Drawings.

1.2. **Submittals**

1.2.1. Product data: Submit manufacturer's Product data in accordance with Section 01 33 00 indicating:

- .1 Two copies of manufacturer's Product data on characteristics, performance criteria, and limitations.
- .2 Preparation, installation requirements and techniques, Product storage, and handling criteria.

1.2.2. Samples: Submit duplicate samples of each type and colour of epoxy flooring mounted on 250 x 200 mm hardboard in accordance with Section 01 33 00, Submittal Procedure.

1.2.3. Reports: Submit manufacturer's acceptance of substrate prior to installation in writing. Submit verification of moisture content of floor prior to installation.

1.2.4. Close-out submittals: Submit maintenance data for incorporation into Operations and Maintenance manuals in accordance with Section 01 77 00, Closeout Procedure.

1.3. **Quality Assurance**

1.3.1. Perform work of this Section by a company that has a minimum of five years proven experience in installations of a similar size and nature and that is approved by manufacturer. Submit to Consultant, applicator's current certificate of approval by the material manufacturer as proof of compliance.

1.3.2. Mock-up:

- .1 Construct one 3 m² mock-up of each type and colour of epoxy flooring in location acceptable to Consultant.
- .2 Arrange for Consultant's review and acceptance, allow 48 hours after acceptance before proceeding with work.
- .3 Mock-up may remain as part of Work if accepted by Consultant. Remove and dispose of mock-ups which do not form part of Work.
- .4 Upon acceptance, mock-up shall serve as a minimum standard of quality for the balance of the work of this Section.

1.3.3. Pre-installation meetings: Arrange with manufacturer's representative and Consultant to inspect substrates, and to review installation procedures 48 hours in advance of installation.

1.4. **Site Conditions**

1.4.1. Do not install the work of this Section outside of the following environmental ranges without Product manufacturer's written acceptance:

- .1 Ambient air and surface temperature: 15°C to 30°C.
 - .2 Relative Humidity: In accordance with manufacturers' requirements
 - .3 When no dust is being raised.
 - .4 In well-ventilated and broom clean areas.
- 1.4.2. Do not apply epoxy flooring over materials that contain over 4% moisture.
- 1.4.3. Install temporary protection and facilities to maintain the Product manufacturer's, and the above specification, environmental requirements for 24 hours before, during, and 24 h after installation.
- 1.4.4. Post do not enter and appropriate warning signs at conspicuous locations.

1.5. **Delivery, Storage, and Handling**

- 1.5.1. Package, seal and label each epoxy flooring material to show manufacturer's and product name, and colour.
- 1.5.2. Store materials at site in an area specifically set aside for purpose that is locked, ventilated, and maintained at a minimum temperature of 16°C.
- 1.5.3. Ensure that health and fire regulations are complied with in storage area, and during handling and application.

2. **PRODUCTS**

2.1. **Materials**

2.1.1. General:

- .1 All materials under work of this Section, including but not limited to, primers and epoxy flooring are to have low Volatile Organic Compounds (VOC) content limits.
 - .2 Each material used in the application of each flooring system shall be as recommended or manufactured by the supplier of the flooring system.
- 2.1.2. Slip Resistant Trowel Applied Epoxy Flooring System (EPXS-01):
- .1 5 mm thick troweled floor system with non-slip surface consisting of base coat, undercoat, aggregate and top coat. StonShield HRI by Stonhard, or approved alternative.
 - .2 Location: SPA Rooms / Shower Rooms.
 - .3 Colour: Colour to be approved by Owner. Submit colour chart samples to Owner for selection prior to ordering products.
- 2.1.3. Primer: As recommended by manufacturer.

3. **EXECUTION**

3.1. **Examination**

- 3.1.1. Verify condition of previously installed Work upon which this Section depends. Report defects to Consultant. Commencement of work of this Section means acceptance of existing conditions.

- 3.1.2. Verify that concrete floor has cured 28 days minimum and that substrate is acceptable to epoxy manufacturer.
- 3.1.3. Test surfaces for moisture content to ensure that they are suitable for application.

3.2. **Preparation**

- 3.2.1. Prepare substrate using steel aggregate blast method and vacuum substrate free of debris and dust.
- 3.2.2. Fill minor cracks and voids and prime surfaces in accordance with manufacturer's recommendations.
- 3.2.3. Protect adjacent surfaces from damage resulting from this work. Mask and/or cover adjacent surfaces, fixtures, and equipment as necessary.
- 3.2.4. Fill open control joints, and other cracks and voids with material compatible with epoxy materials.
- 3.2.5. Clean prime and seal surfaces as recommended by epoxy manufacturer.

3.3. **Application**

- 3.3.1. Apply epoxy flooring in accordance with manufacturer's printed instructions. epoxy manufacturer shall supervise application.
- 3.3.2. Stop epoxy in a straight line on each side of control joints; fill space over expansion joint with a self-levelling, non-sag polyurethane sealant.
- 3.3.3. Apply epoxy with care to ensure that no laps, voids, or other marks or irregularities are visible, and with an appearance of uniform colour, sheen and texture, all within limitations of materials and areas concerned.
- 3.3.4. Match colours and textures of approved samples.
- 3.3.5. Make clean true junctions with no visible overlap between adjoining applications of epoxy.
- 3.3.6. Chase edge of adjacent floor systems so that epoxy finishes flush with adjacent floor systems.
- 3.3.7. Provide 100 mm cove base at room perimeter and at built-in fitment locations. Form cove with 25 mm radius.

3.4. **Site Tolerances**

- 3.4.1. Finish surfaces shall be level, or straight where sloped to drains, within a tolerance of 1.5 mm in 3 m, and shall not vary more than 0.8 mm in any running 300 mm.

3.5. **Repair**

3.5.1. Touch-up and refinish minor defective work. Refinish entire coated surface areas where finish is damaged or otherwise unacceptable.

3.6. **Cleaning**

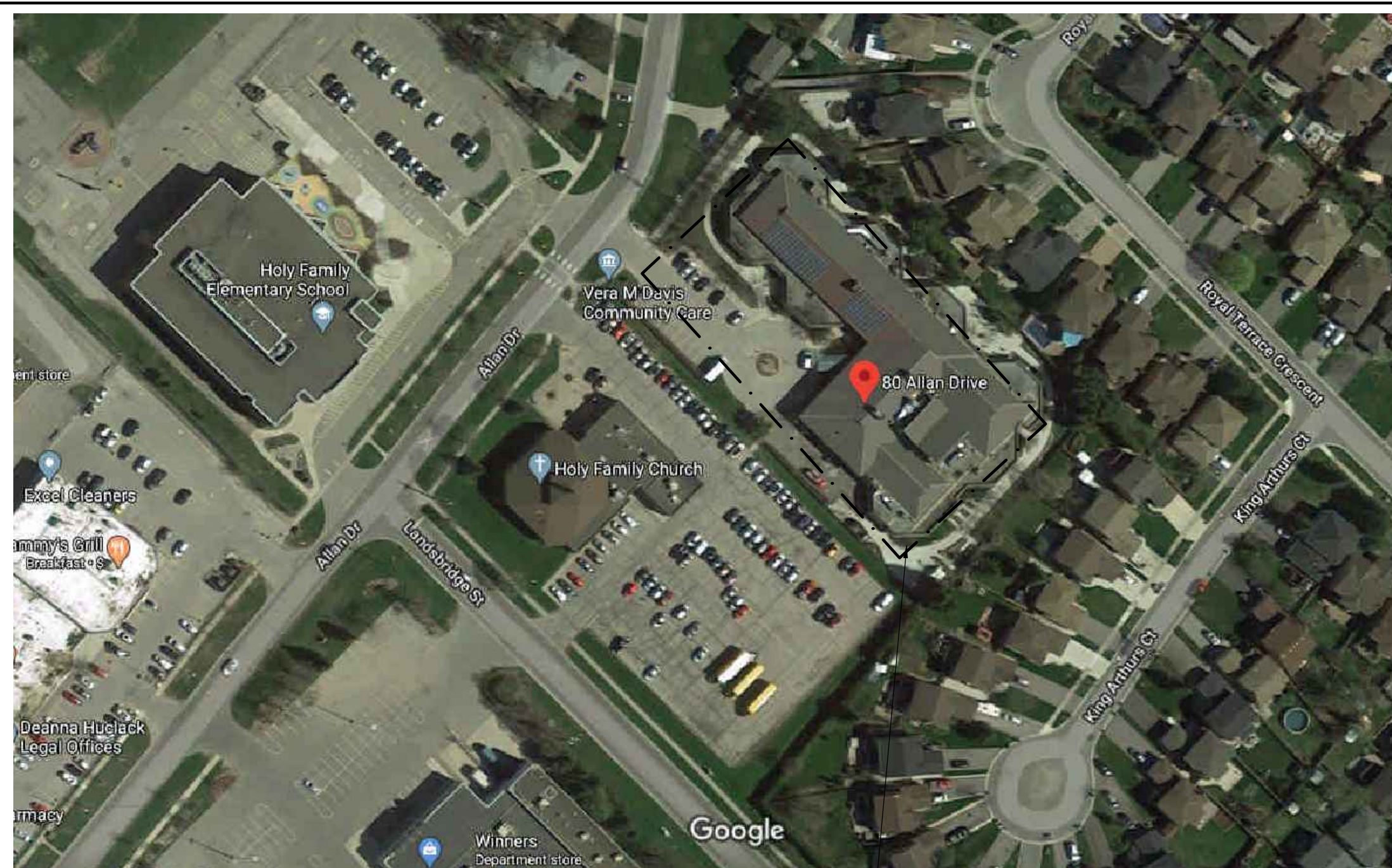
3.6.1. Remove promptly as work progresses spilled or spattered materials from surfaces of work performed under other Sections. Clean floors on completion of work. Do not mar surfaces while removing.

3.6.2. Leave storage and mixing areas in same condition as equivalent spaces in project.

3.7. **Protection**

3.7.1. Erect barriers to prevent the entry and presence of personnel not performing work of this Section during application of epoxy flooring, and for 48 hours following completion of application.

END OF SECTION



1 KEY PLAN - SITE LOCATION
Scale: N.T.S.

GENERAL NOTES:

1. THE DRAWINGS AND SPECIFICATIONS SHALL BE READ IN CONJUNCTION WITH OTHER DRAWINGS, CONTRACT REQUIREMENTS, THE LEGEND AND SPECIFICATIONS. MAXIMUM CONDITIONS WILL GOVERN.
2. ACCURATE DIMENSIONS FOR THE WORK MUST BE OBTAINED FROM ACTUAL MEASUREMENT ON SITE.
3. VERIFY ALL CONDITIONS AND DIMENSIONS DURING THE MANDATORY SITE VISIT, INCLUDING LOCATIONS OF EXISTING CAPPED SERVICES, AND ALLOW FOR ANY REROUTING OF EXISTING AND/OR NEW SERVICES AND EQUIPMENT IN TENDER PRICE. FAILURE TO DO SO SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY.
4. REPORT TO THE CONSULTANT ALL AMBIGUITIES (INCLUDING CONSTRUCTION STAGES), DISCREPANCIES, OMISSIONS, ERRORS, DEPARTURES FROM BUILDING BYLAWS AND/OR FROM GOOD PRACTICE PRIOR TO TENDER CLOSING.
5. PROVIDE ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF OBC 2012, ALL GOVERNING AUTHORITIES, AND LOCAL BY-LAWS.
6. APPLY FOR, OBTAIN AND PAY FOR ALL PERMITS, EXCEPT FOR BUILDING PERMIT, AND INSPECTIONS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION INCLUDING PROVINCIAL AND FEDERAL SALES TAXES. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE APPROVED SCHEDULE TO MEET THE PROJECT COMPLETION DATE AND ALL SPECIFIED INTERIM SCHEDULES AS PROVIDED BY THE OWNER.
7. COMPLY WITH OWNER'S OVERALL CONSTRUCTION SCHEDULE.
8. MAKE GOOD ALL DAMAGES OR AFFECTED AREA TO ADJACENT WORK. PROVIDE ALL CUTTING, PATCHING, FLASHING WORK AND CLEANUP OF FLOORS, WALLS, CEILINGS, WINDOWS, DOORS, ETC.
9. PROVIDE PROPER SHOP DRAWINGS OF ALL SPECIFIED PRODUCTS AND SUBMIT FOR APPROVAL TO THE CONSULTANT.
10. DURING PROGRESS OF WORK, SUBSTITUTE PRODUCTS WILL ONLY BE CONSIDERED WHEN TENDERED PRODUCTS BECOME UNOBTAINABLE AND WRITTEN PROOF IS SUBMITTED.
11. THE QUALITY AND PERFORMANCE CHARACTERISTICS OF SUBSTITUTE PRODUCTS SHALL BE EQUAL TO THE SPECIFIED PRODUCTS. IMPLEMENTATION OF SUBSTITUTE PRODUCTS IS SUBJECT TO THE REVIEW OF PROPERLY SUBMITTED SHOP DRAWINGS TO THE CONSULTANT.
12. ASSUME RESPONSIBILITY AND PAY FOR ANY ADDITIONAL INSTALLATION COSTS INCURRED BY ALL DIVISIONS RESULTING FROM THE ALTERNATES AND/OR SUBSTITUTIONS. MAKE REVISIONS TO RECORD DRAWINGS INCORPORATING ALL ALTERNATES AND/OR SUBSTITUTIONS AND ALL RELATED CHANGES.
13. CONFER WITH ALL TRADES INSTALLING EQUIPMENT WHICH MAY AFFECT THE CONSTRUCTION WORK AND ARRANGE THE WORK IN PROPER RELATION WITH EQUIPMENT INSTALLED UNDER ALL DIVISIONS OF THE CONTRACT.
14. INSTALL ALL MATERIAL IN THE BEST WORKMANLIKE MANNER AND IN ACCORDANCE WITH THE BEST PRACTICES OF THE TRADE.

NOTES FOR CONSTRUCTION PHASING/SCHEDULE:

1. THE PREMISES ARE BEING OCCUPIED DURING CONSTRUCTION. IN ORDER TO MITIGATE DISTURBANCE FOR RESIDENTS, ONLY ONE (1) SPA/SHOWER ROOM CAN BE WORKED ON AT A TIME. NO NEW SPA/SHOWER ROOM FLOORING REMOVAL/INSTALLATION WORK SHALL BE STARTED UNLESS THE ONE JUST FINISHED WORKING ON IS FULLY FUNCTIONAL. THE COMPLETED BID OF MATERIALS STAGING/STORAGE AREA FOR SCOPE OF WORK IS NOT AVAILABLE ON PROJECT SITE.
2. CONTRACTOR TO CO-ORDINATE WITH OWNER FOR A LAY DOWN AREA FOR MATERIALS THAT ARE NEEDED FOR THE CURRENT WEEK'S WORK AND THE PARKING SPOTS PRIOR TO COMMENCEMENT OF WORKS.
3. PROVIDE TEMPORARY DUST BARRIER TO SECURE WORKING AREA ON INSIDE OF BUILDING AND TEMPORARY MODULAR FENCE ON OUTSIDE FOR STAGING/STORAGE AREA OF CONSTRUCTION MATERIALS.

NOTES FOR EXISTING SANITARY DRAINAGE SYSTEM:

1. PROVIDE CAMERA INSPECTION OF EXISTING SANITARY DRAINAGE SYSTEM IN THE PROPOSED FOUR (4) FLOORING REPLACEMENT ROOMS INCLUDING SPA NO. 1, SPA NO. 2, SHOWER ROOM NO. 1 AND SHOWER ROOM NO. 2 PRIOR TO COMMENCEMENT OF DEMOLITION WORKS. THE CAMERA INSPECTION WILL BE PAID BY THE CASH ALLOWANCE ON BASE BID.
2. ALLOW TO REPLACE APPROXIMATE 4.6 METER (15 FEET) OF 100mm DIAMETER SANITARY DRAIN PIPING INCLUDING TWO (2) OF Y-FITTINGS, FOUR (4) OF ELBOWS AND ALL ASSOCIATED WALL REMOVAL AND RE-INSTALLATION OF THE SAME ON BASE BID.

KEY PLAN

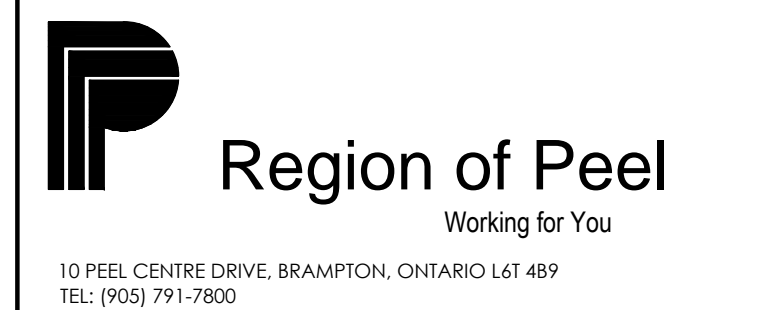
NOTES

ABBREVIATIONS:

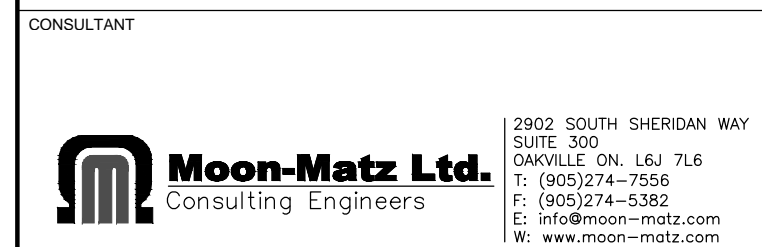
F.F.L	FINISH FLOOR LEVEL
C/W	COMPLETE WITH...
EX.	EXISTING

ISSUES AND REVISIONS

No.	ISSUE OR REVISION TO DRAWING	DATE	BY
1	ISSUED FOR CLIENT REVIEW	21/07/2020	B.L.
2	ISSUED FOR TENDER	31/07/2020	B.L.
3	REISSUED FOR TENDER	04/08/2020	B.L.
4	REVISED AND REISSUED FOR TENDER	04/09/2020	B.L.



CONSULTANT'S SEAL



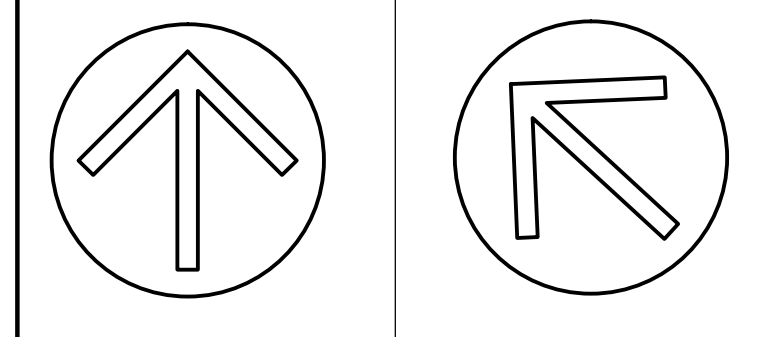
PROJECT TITLE AND ADDRESS

**VERA DAVIS LONG TERM CARE FACILITY
TUB AND SHOWER ROOMS FLOORING
REPLACEMENT**
80 ALLAN DRIVE, BOLTON ONTARIO

DRAWING TITLE

**KEY PLAN, GENERAL NOTES, AND SITE
PLAN, CONSTRUCTION PHASING /
SCHEDULE NOTES**

TRUE NORTH

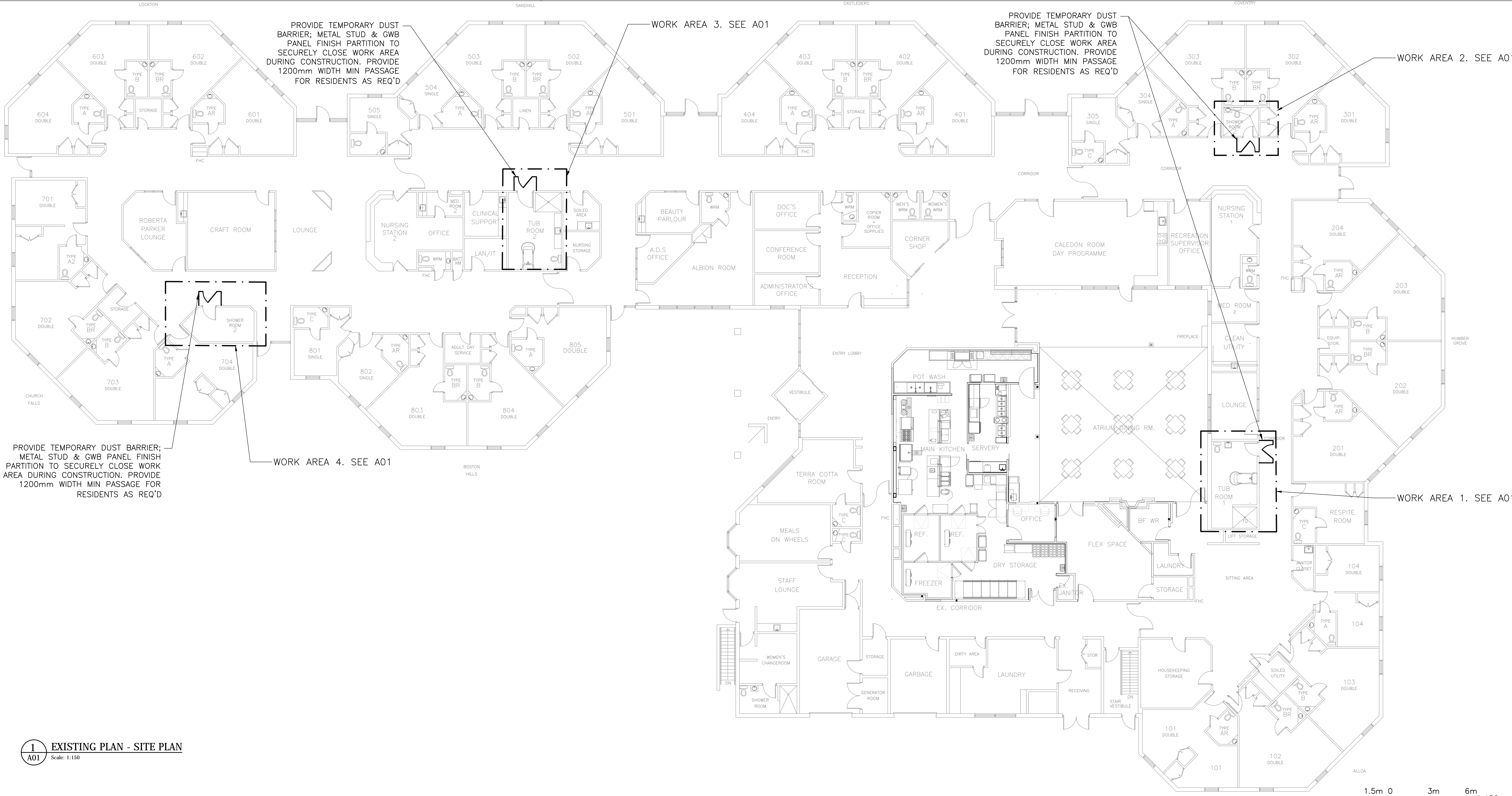


DRAWN BY: B.L. CHECKED BY: C.M.

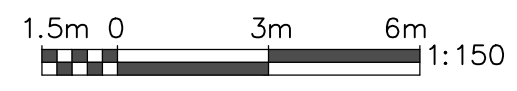
SCALE: AS SHOWN DATE: 07/10/2020

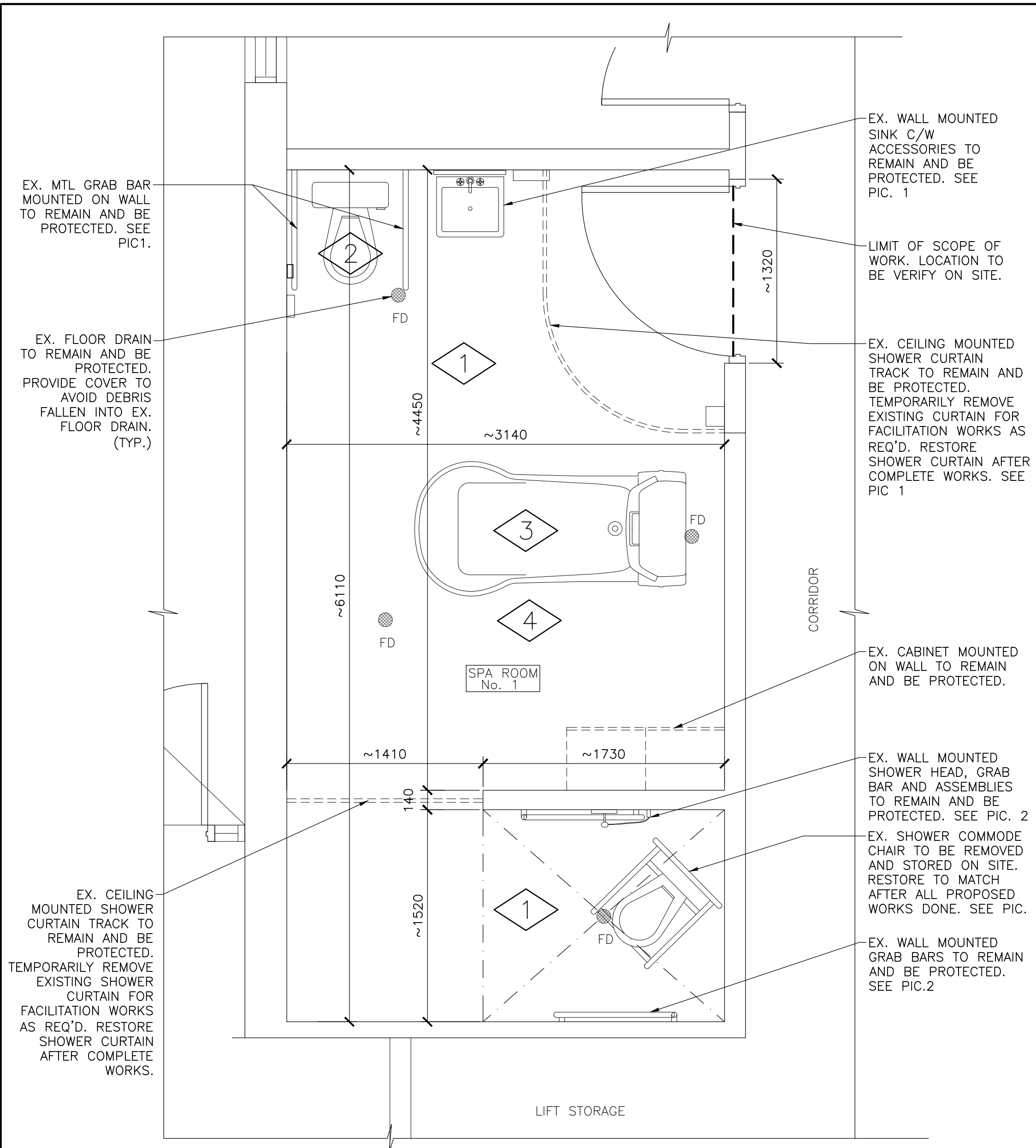
CONSULTANT PROJECT NUMBER: 6137 REGION OF PEEL PROJECT NUMBER: XX

PURCHASING DOCUMENT NUMBER: XX DRAWING NUMBER: A01

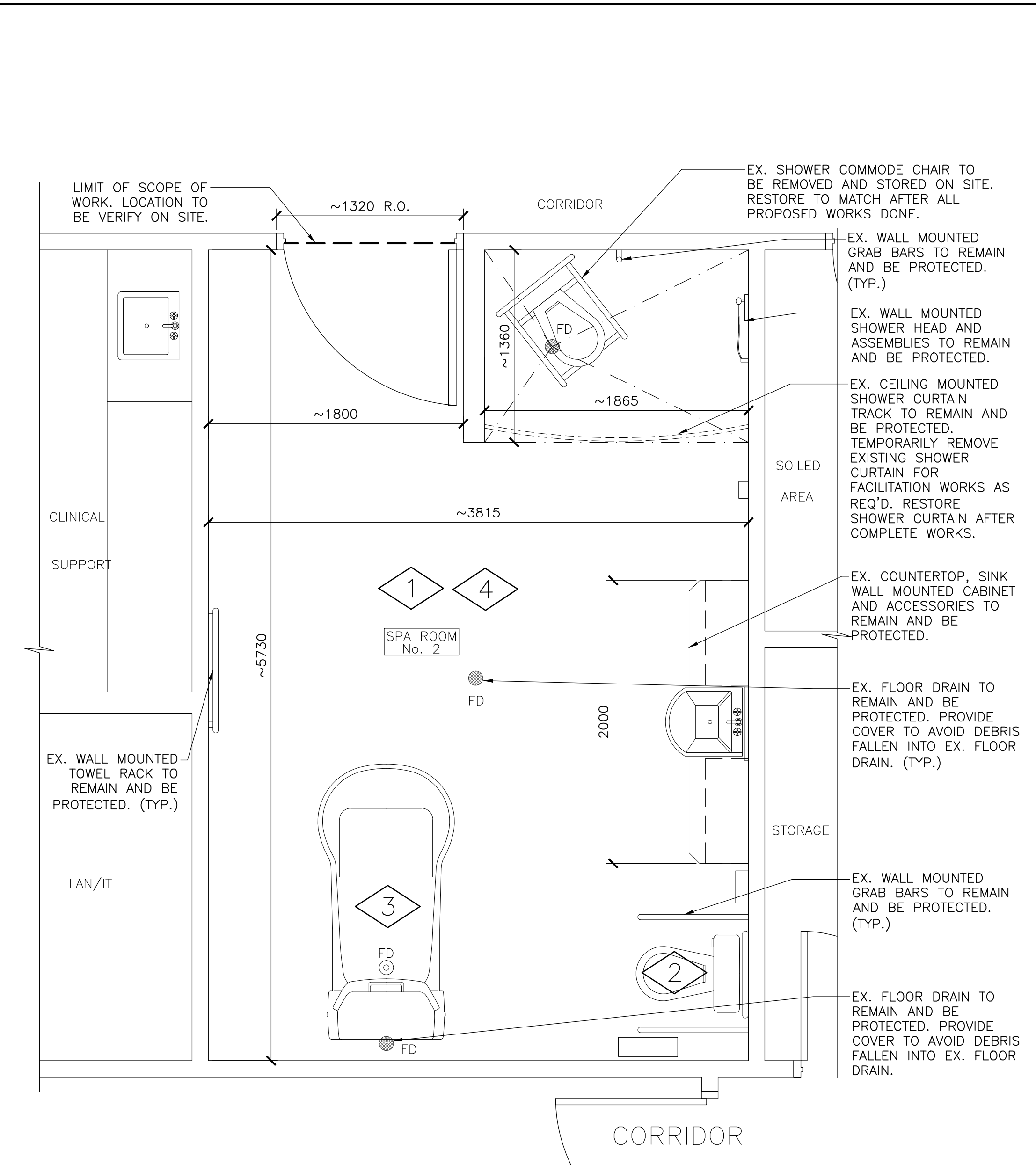


1 EXISTING PLAN - SITE PLAN
Scale: 1:150

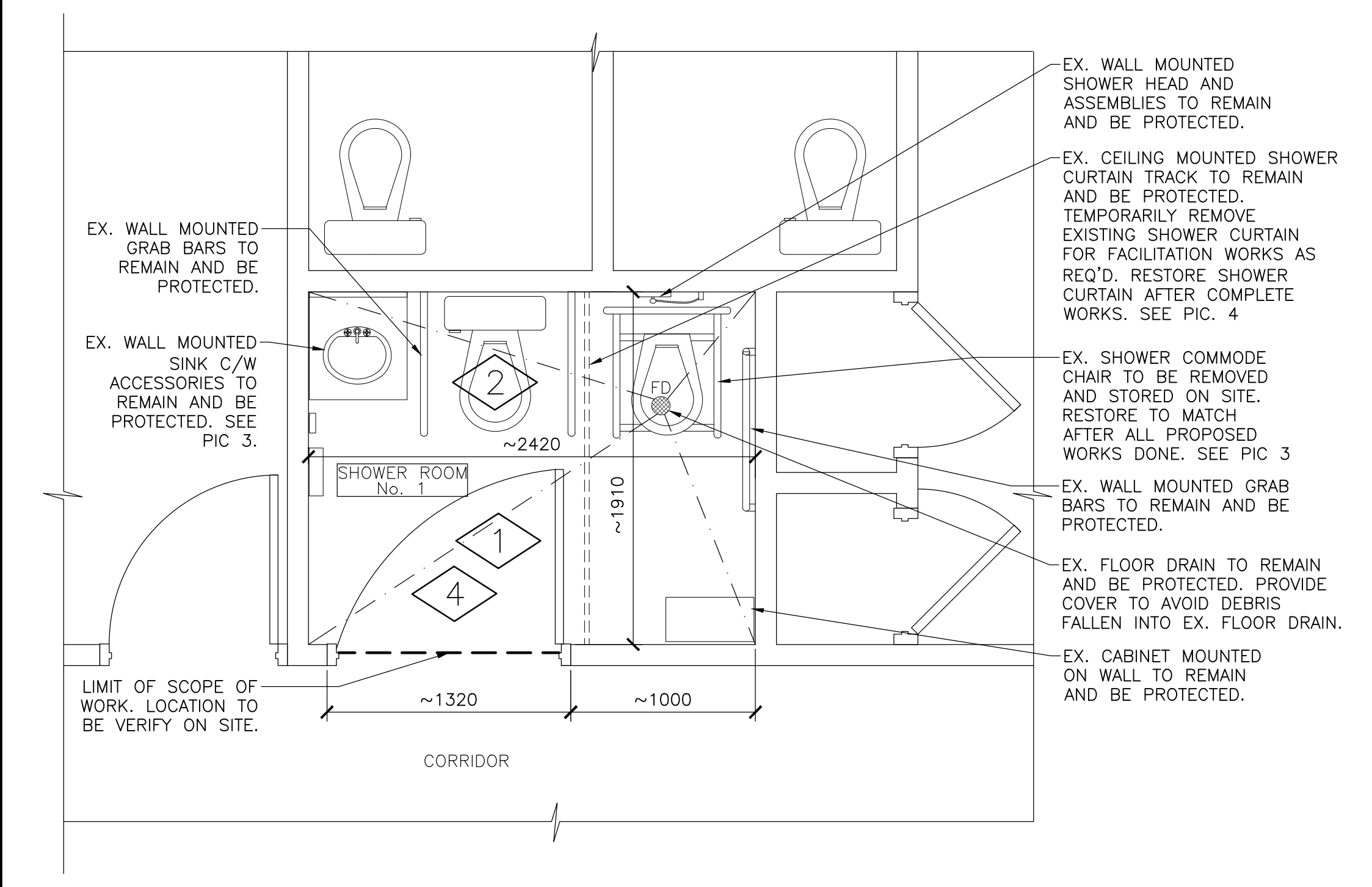




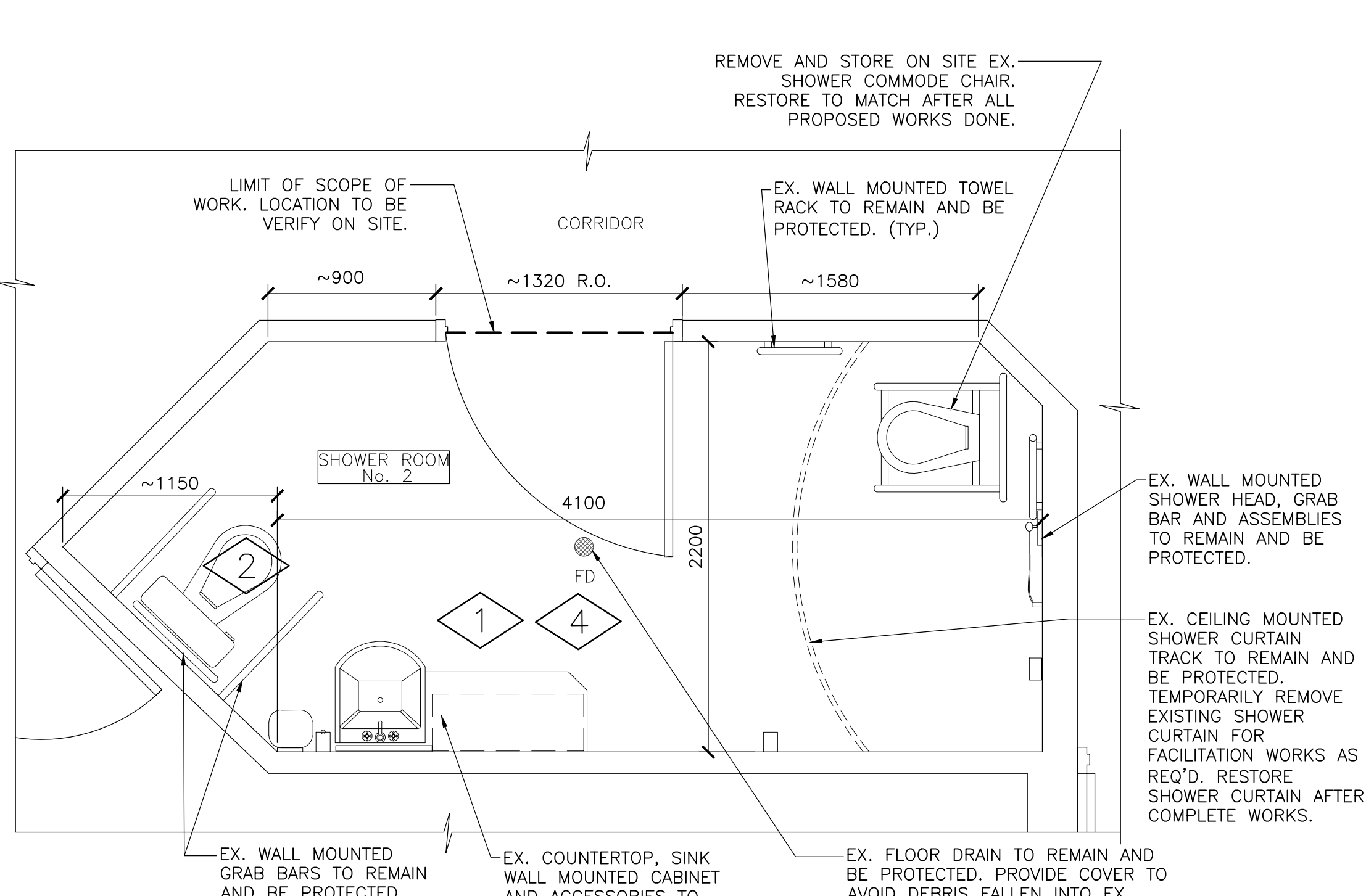
1 WORK AREA 1: EXISTING SPA ROOM PLAN - DEMOLITION
Scale: 1:25



3 WORK AREA 3: EXISTING SPA ROOM PLAN -DEMOLITION
Scale: 1:25



2 WORK AREA 2 : EXISTING SHOWER ROOM PLAN - DEMOLITION
Scale: 1:25



4 WORK AREA 4: EXISTING TUB ROOM PLAN - DEMOLITION
Scale: 1:25

DEMOLITION NOTES:

- 1 GRIND AND CHISEL TO REMOVE AND DISPOSE OF EXISTING EPOXY FLOORING C/W EPOXY COVER BASE. EXISTING WALL MOUNTED CERAMIC TILES AND ASSEMBLIES TO REMAIN AND BE PROTECTED. PREPARE THE EXISTING CONCRETE FLOOR SLAB SURFACE AS APPROPRIATE TO THE SURFACE PREPARATION REQUIREMENTS OF THE NEW EPOXY. REFER TO SPECIFICATIONS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS FOR MORE REQUIREMENTS. SUBMIT MANUFACTURER'S ACCEPTANCE REPORT OF SUBSTRATE FOR CONSULTANT/OWNER REVIEW PRIOR TO INSTALLATION OF NEW FLOORING. SEE 5/A02 PICTURES FOR EXISTING CONDITION.
- 2 REMOVE EXISTING TOILET AND STORE ON SITE FOR FACILITATION OF PROPOSED FLOORING REPLACEMENT WORKS. EXISTING TOILET WAX RING AND DAMAGED PLUMBING ACCESSORIES TO BE DISPOSED OF AND CAP EXISTING WATER SUPPLY AND DRAIN PIPE AS REQ'D. REINSTALL AND MATCH TO EXISTING AFTER COMPLETE PROPOSED FLOORING WORKS. PROVIDE ADDITIONAL TOILET WAX RING AND ACCESSORIES FOR RESTORATION OF TOILET AS REQ'D. SEE 5/A02 PICTURES FOR EXISTING CONDITION.
- 3 REMOVE EXISTING SHOWER TUB C/W ACCESSORIES AND STORE ON SITE FOR FACILITATION OF PROPOSED FLOORING REPLACEMENT WORKS. CAP AND PROTECT EXISTING SHOWER TUB WATER SUPPLY SYSTEM AND DRAIN SYSTEM ON SITE. RESTORE EXISTING SHOWER TUB AND MATCH TO EXISTING CONDITION AFTER COMPLETE OF PROPOSED WORKS. SEE 5/A02 PICTURES FOR EXISTING CONDITION.
- 4 EXISTING WALL MOUNTED EQUIPMENT AND ACCESSORIES ARE NOT PROPERLY SHOWN ON DRAWING. CONTRACTOR TO VERIFY ON SITE AND PROTECT ALL OF WALL MOUNTED EQUIPMENT AND ACCESSORIES DURING FLOORING REPLACEMENT WORKS. SEE 5/A02 PICTURES FOR EXISTING CONDITION.



PIC. 1 EX. TUB & TOILET



PIC. 2 SHOWER AREA

WORK AREA 1 - EXISTING SPA ROOM OUTLINE



PIC. 3 EX. SINK & TOILET



PIC. 4 EX. SHOWER AREA

WORK AREA 2 - EXISTING SHOWER ROOM OUTLINE



PIC. 5 EX. COUNTERTOP, TOILET & TUB



PIC. 6 EX. SHOWER AREA

WORK AREA 3 - EXISTING SPA ROOM OUTLINE



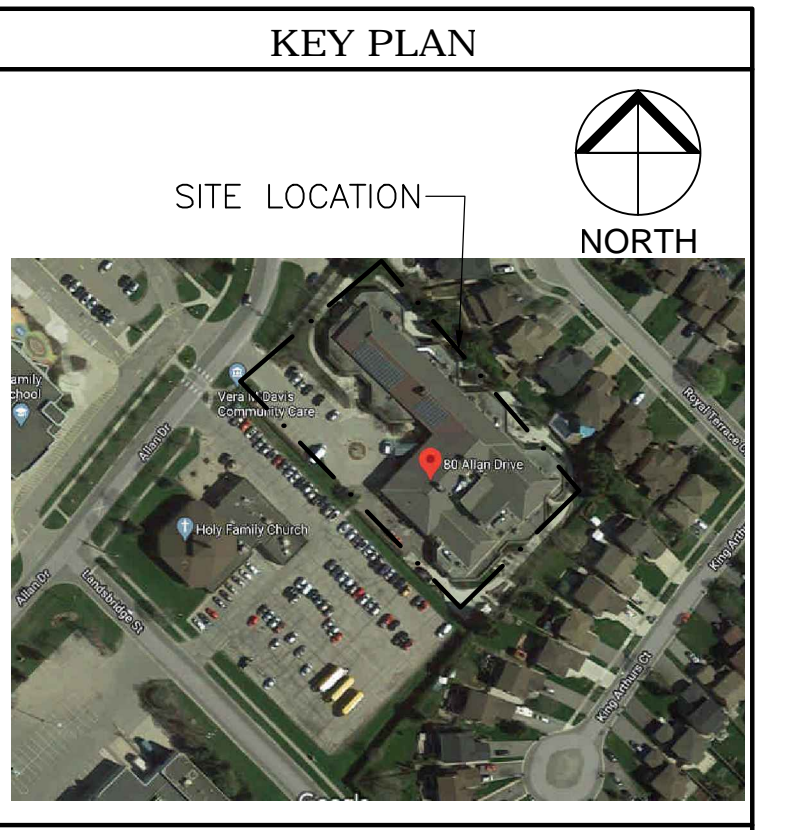
PIC. 7 EX. COUNTERTOP, TOILET



PIC. 8 EX. SHOWER AREA

WORK AREA 4 - EXISTING SHOWER ROOM OUTLINE

5 PICTURES - EXISTING CONDITIONS
Scale: N.T.S.



NOTES

ISSUES AND REVISIONS			
No.	ISSUE OR REVISION TO DRAWING	DATE	BY
1	ISSUED FOR CLIENT REVIEW	21/07/2020	B.L.
2	ISSUED FOR TENDER	31/07/2020	B.L.
3	REISSUED FOR TENDER	04/09/2020	B.L.
4	REVISED AND REISSUED FOR TENDER	04/09/2020	B.L.

Region of Peel
Working for You
10 PEELE CENTRE DRIVE, BRAMPTON, ONTARIO L6T 4B9
TEL: (905) 791-7800

CONSULTANTS SEAL
Moon-Matz Ltd.
Consulting Engineers
2902 SOUTH SHERIDAN WAY
SUITE 300
CARLETON PLACE, ONT. L6L 7L6
T: (905) 274-7556
F: (905) 274-5382
E: info@moon-matz.com
W: www.moon-matz.com

PROJECT TITLE AND ADDRESS
**VERA DAVIS LONG TERM CARE FACILITY
TUB AND SHOWER ROOMS FLOORING
REPLACEMENT**
80 ALLAN DRIVE, BOLTON ONTARIO

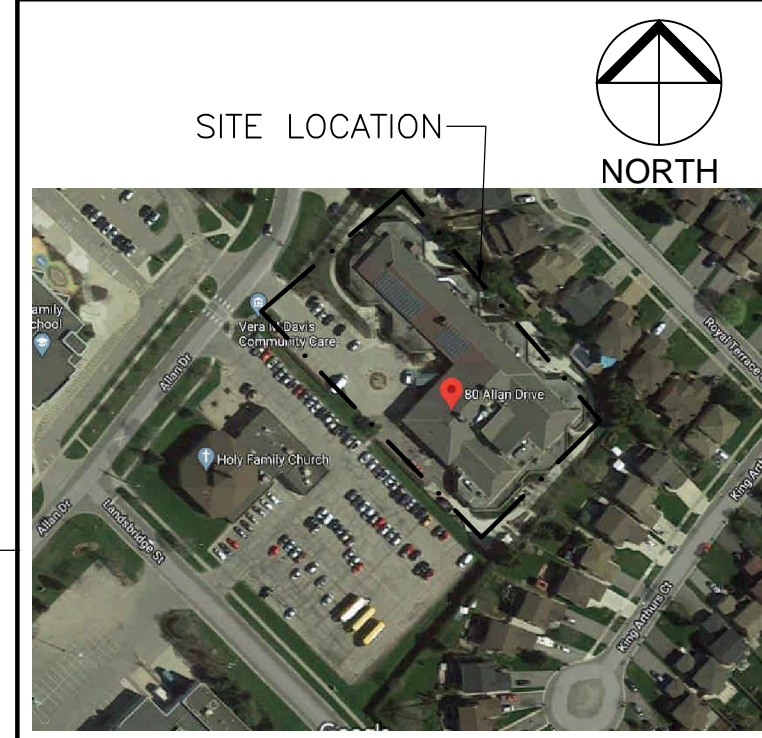
DRAWING TITLE
**DEMOLITION PLANS AND NOTES
PICTURES - EXISTING CONDITIONS**

TRUE NORTH 	CONSTRUCTION NORTH
DRAWN BY B.L.	CHECKED BY C.M.
SCALE AS SHOWN	DATE 07/10/2020
CONSULTANT PROJECT NUMBER 6137	REGION OF PEEL PROJECT NUMBER XX
PURCHASING DOCUMENT NUMBER	DRAWING NUMBER A02

INTERIOR ROOM FINISH SCHEDULE

DESCRIPTION	FINISH	COLOUR	COMMENTS
SPA ROOM No. 1 & No. 2	CEILING	EXISTING TO REMAIN	EX. TO REMAIN
	WALLS	EX. PORCELAIN WALL TILE FINISH TO REMAIN	EX. TO REMAIN
SHOWER ROOM No. 1 & No. 2	FLOOR	NEW 5mm THICK SLIP RESISTANT TROWEL APPLIED EPOXY FLOORING SYSTEM.	COLOR BY OWNER, SUBMIT COLOR SAMPLE FOR OWNER SELECTION. CLEAN/REPAIR/PATCH AND PREPARE EXISTING CONCRETE SLAB SURFACE ACCORDING TO SPECIFICATIONS AND MANUFACTURER'S INSTALLATION INSTRUCTION AND REQUIREMENTS TO RECEIVE NEW EPOXY FLOORING. SUBMIT MANUFACTURER'S ACCEPTANCE OF SUBSTRATE PRIOR TO INSTALLATION IN WRITING.

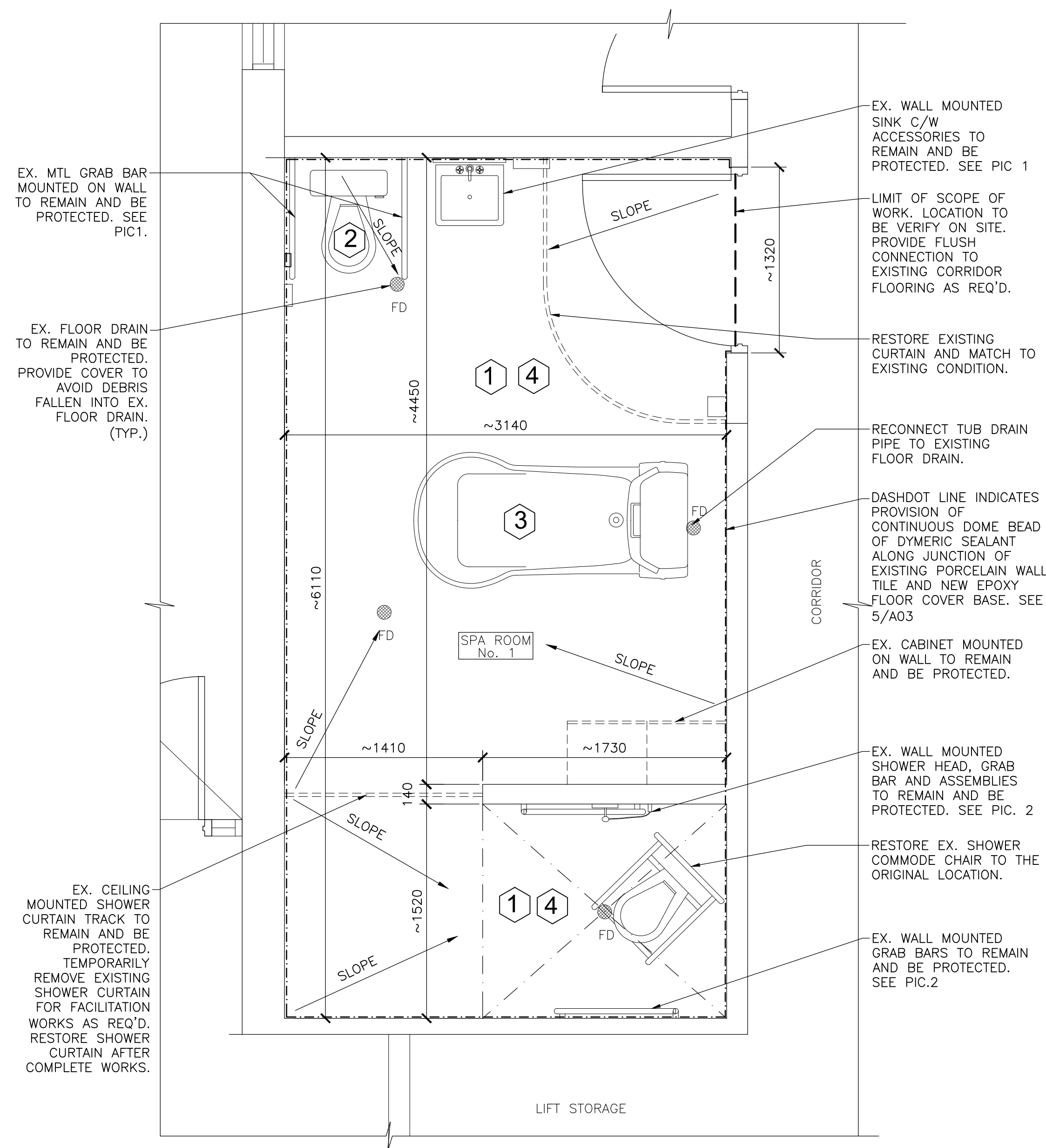
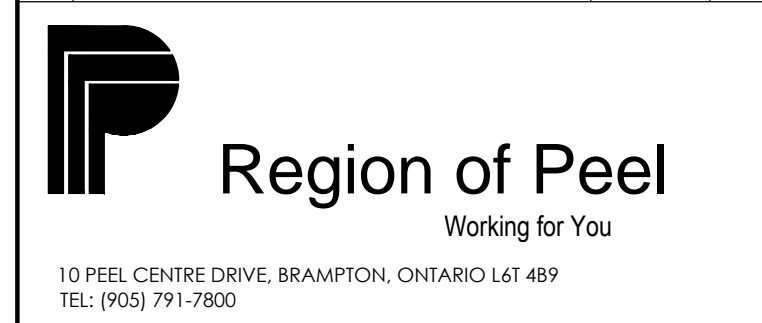
KEY PLAN



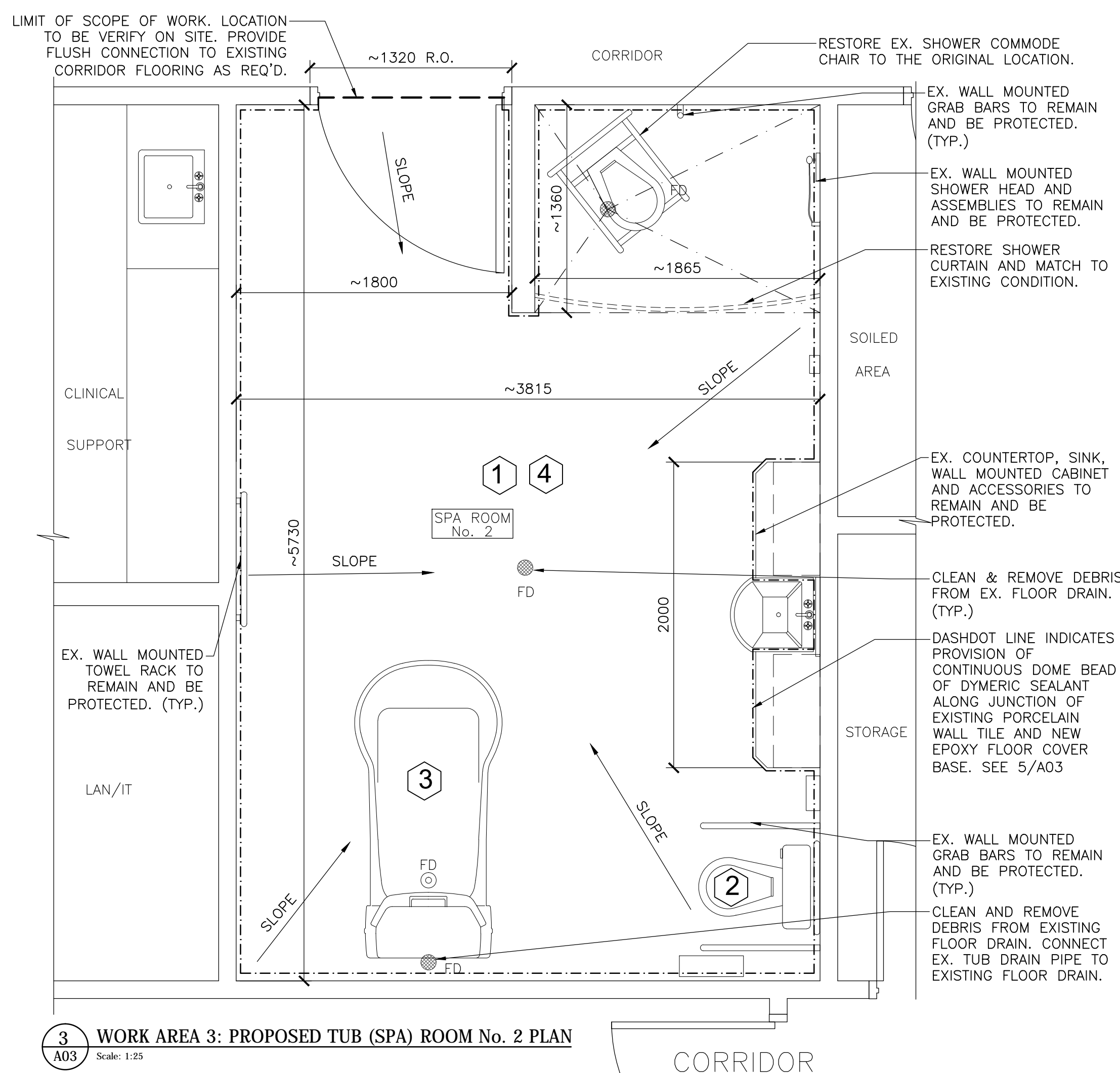
NOTES

ISSUES AND REVISIONS

No.	ISSUE OR REVISION TO DRAWING	DATE	BY
1	ISSUED FOR CLIENT REVIEW	21/07/2020	B.L.
2	ISSUED FOR TENDER	31/07/2020	B.L.
3	REISSUED FOR TENDER	04/08/2020	B.L.
4	REVISED AND REISSUED FOR TENDER	04/09/2020	B.L.

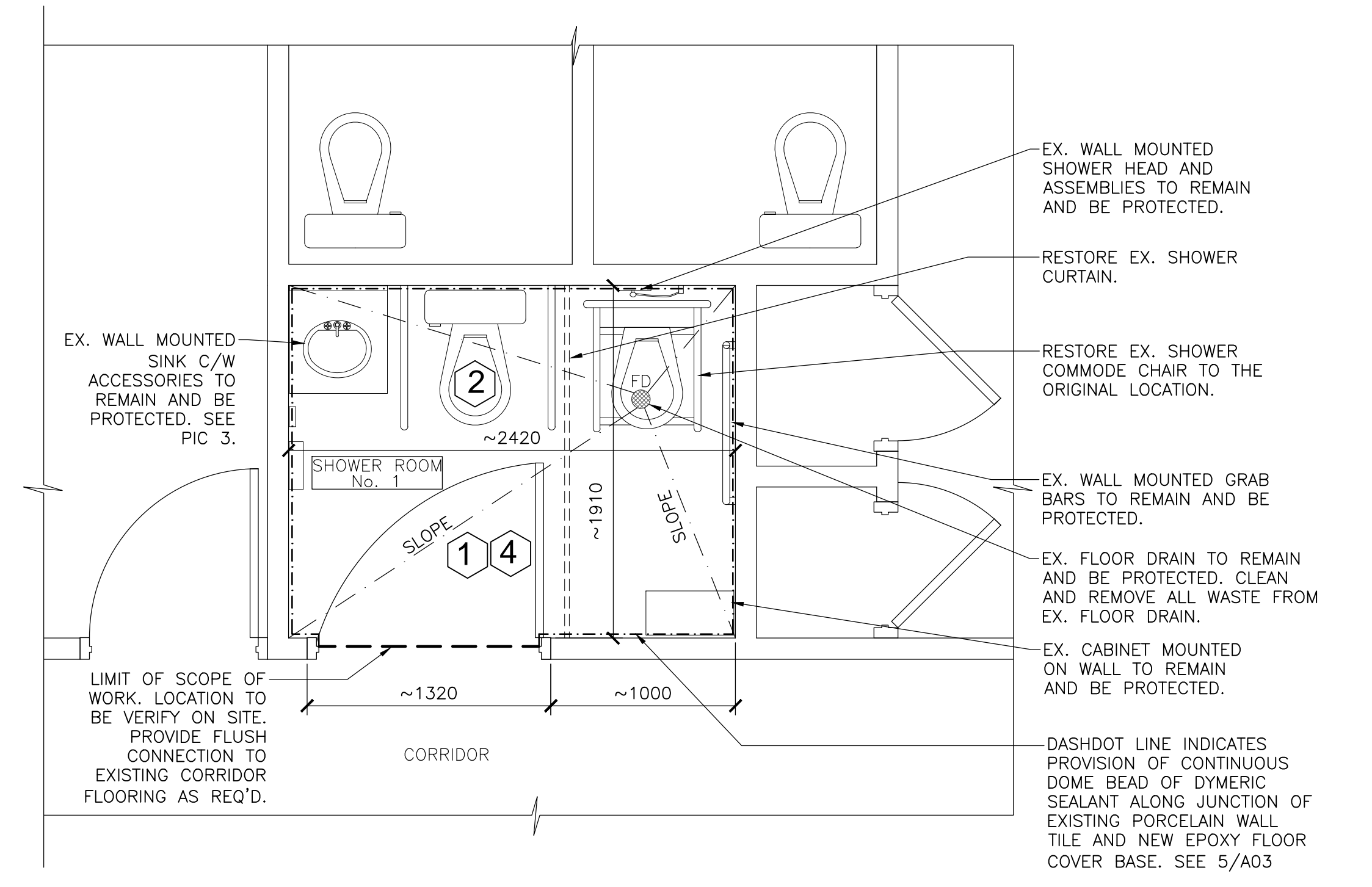


1 WORK AREA 1: PROPOSED TUB (SPA) ROOM No. 1 PLAN
A03 Scale: 1:25

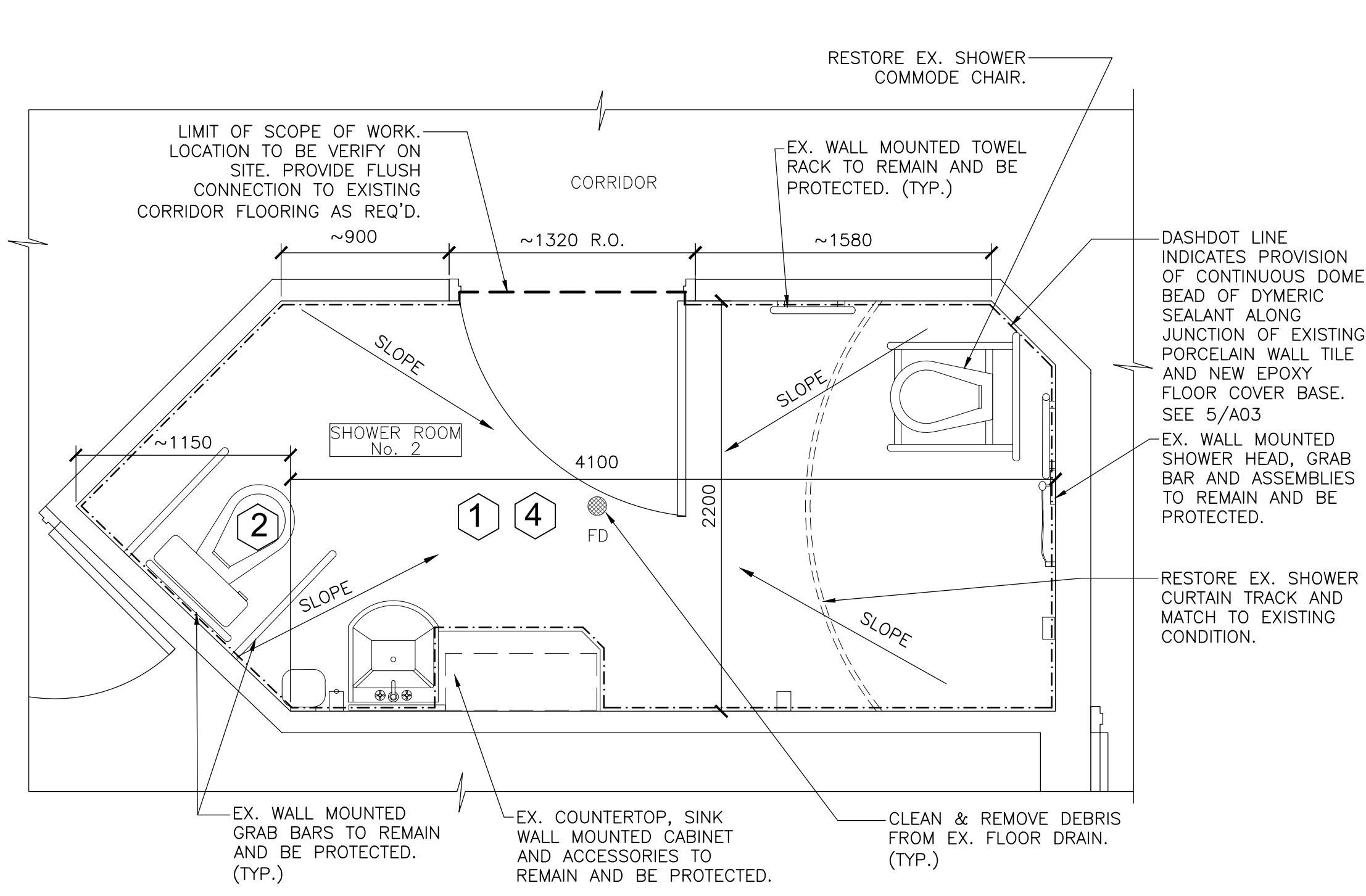


3 WORK AREA 3: PROPOSED TUB (SPA) ROOM No. 2 PLAN
A03 Scale: 1:25

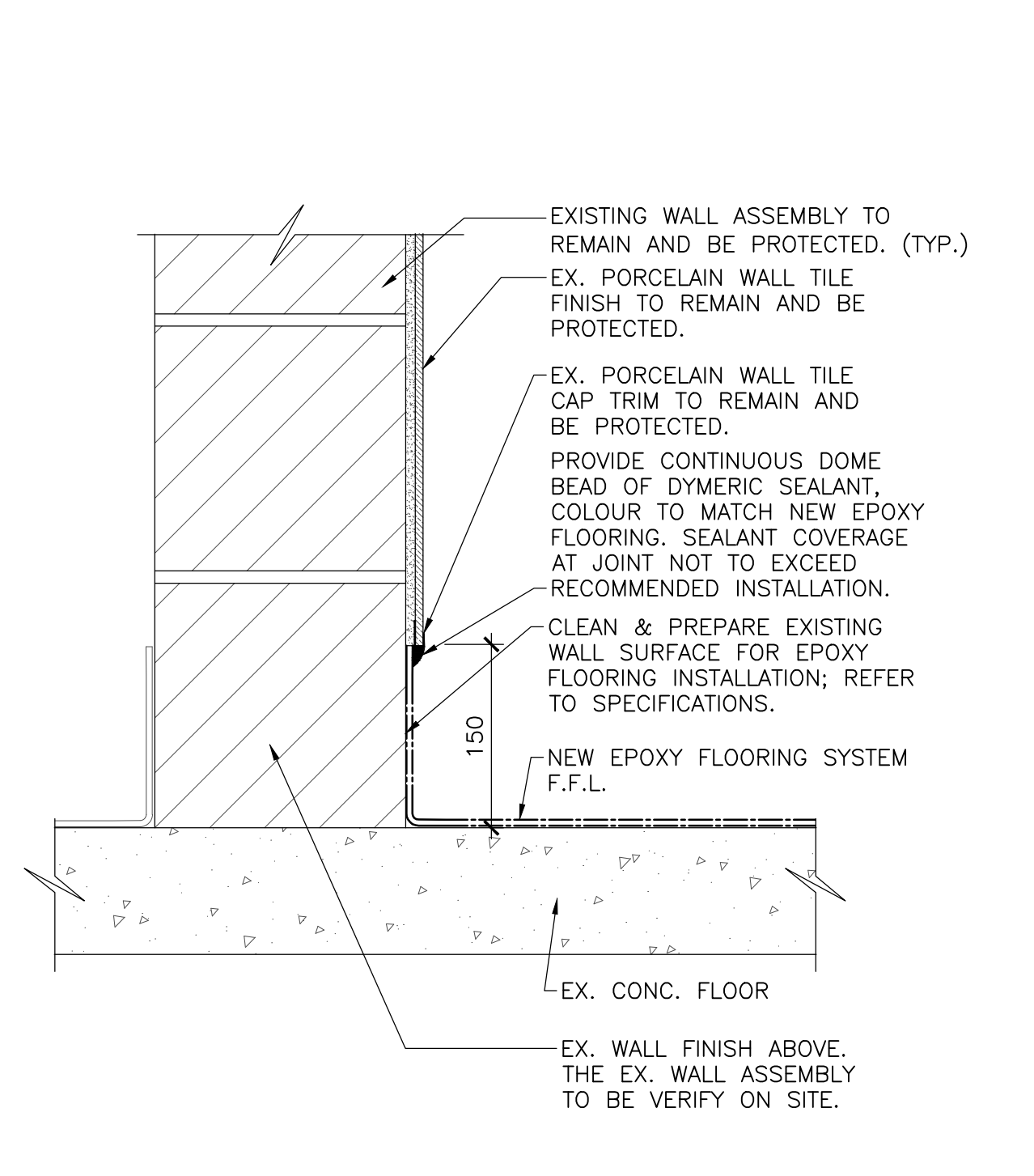
- DESIGN NOTES:
- PROVIDE NEW 5mm THICK SLIP RESISTANT TROWEL APPLIED EPOXY FLOORING SYSTEM ON EXISTING CONCRETE SLAB AT PROPOSED SPA/SHOWER ROOMS C/W 150mm HUGH COVER BASE. PROVIDE PROPER FLOOR SLOPES AND DRAIN THE SURFACE WATER OF FLOOR TO THE EXISTING FLOOR DRAIN AS REQ'D. THE SLOPES OF NEW FLOOR SHALL BE MATCHED TO EXISTING CONDITIONS OR 1% SLOPE. CONTRACTOR TO VERIFY ON SITE. REFER TO SPECIFICATIONS AND MANUFACTURER'S INSTALLATION INSTRUCTION FOR MORE REQUIREMENTS.
 - RESTORE EXISTING TOILET C/W ACCESSORIES. PROVIDE NEW TOILET WAX RING C/W PLUMBING ACCESSORIES TO SECURE EXISTING TOILET ON ORIGINAL POSITION AND FUNCTIONS AS REQ'D. REPLACE DAMAGED SANITARY PIPING C/W ASSOCIATED ACCESSORIES. CONTRACTOR TO VERIFY ON SITE.
 - RESTORE EXISTING TUB C/W ASSEMBLY. PROVIDE ADDITIONAL PLUMBING ACCESSORIES TO SECURE EXISTING TUB ON ORIGINAL POSITION AND FUNCTIONS AS REQ'D.
 - RESTORE ALL DISTURBED AREAS BY THE PROPOSED FLOORING REPLACEMENT WORKS AND MATCH TO OR BETTER THAN ORIGINAL CONDITIONS AND SATISFIED BY THE OWNER.



2 WORK AREA 2: PROPOSED SHOWER ROOM NO. 1 PLAN
A03 Scale: 1:25



4 WORK AREA 4: PROPOSED SHOWER ROOM No. 2 PLAN
A03 Scale: 1:25



5 TYP. COVER BASE & WALL TILE CAULKING DETAIL
A03 Scale: N.T.S.

CONSULTANT'S SEAL

CONSULTANT

Moon-Matz Ltd.
Consulting Engineers

12902 SOUTH SHERIDAN BAY SUITE 200
DARVELL ON, L6J 3L6
T: (905) 274-7506
F: (905) 274-5382
E: info@moon-matz.com
W: www.moon-matz.com

PROJECT TITLE AND ADDRESS

VERA DAVIS LONG TERM CARE FACILITY TUB AND SHOWER ROOMS FLOORING REPLACEMENT

80 ALLAN DRIVE, BOLTON ONTARIO

DRAWING TITLE

PROPOSED PLANS, DESIGN NOTES, DETAIL AND INTERIOR ROOM FINISH SCHEDULE

TRUE NORTH

CONSTRUCTION NORTH

DRAWN BY: B.L. CHECKED BY: C.M.

SCALE: AS SHOWN DATE: 07/10/2020

CONSULTANT PROJECT NUMBER: #6137 REGION OF PEEL PROJECT NUMBER: XX

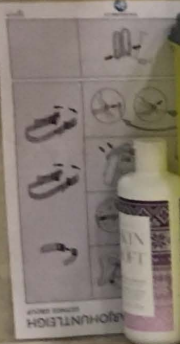
PURCHASING DOCUMENT NUMBER: XX DRAWING NUMBER: A03



MUST HAVE ALL LEG GUARDS IN PLACE
WHEN IN USE

IF LEG GUARDS ARE MISSING, DO NOT
USE THE CHAIR

IF LEG GUARD IS DAMAGED, ASK MAINTENANCE TO REPLACE
LEG GUARD BEFORE USING











**STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES
THE REGIONAL MUNICIPALITY OF PEEL**

These Standard Terms and Conditions govern this purchase and Bidders and/or Vendors agree to be bound by the terms and conditions set forth, except as may be amended by the Agency in writing.

1. Definitions

- (a) “Agency” means The Regional Municipality of Peel, Peel Regional Police, Peel Housing Corporation o/a Peel Living and any other government or agency or board on behalf of which The Regional Municipality of Peel is acting and for the purposes of the performance of the Contract shall mean the municipality or entity awarding the Contract. For purposes of the Contract, “Agency” shall include “Owner”.
- (b) “Bidder” means any proponent, respondent or other person or entity who has obtained official procurement documents for the purpose of submitting, or who has submitted a Bidder Submission in response to the Document. Furthermore, the definition of “Bidder” shall include any entity affiliated or related to the Bidder (including any entity with the same directing mind as the Bidder) as determined in the discretion of the Director of Procurement, in consultation with the Regional Solicitor.
- (c) “Bidder Submission” means the document as completed by the Bidder for the purpose of offering to sell to the Agency the goods and/or services specified in the Document, and includes but is not limited to quotations, tenders and proposals.
- (d) “Bidding System” means the electronic system used by the Agency for its public tenders, bids and request for proposals at the following website: peelregion.bidsandtenders.ca, which is required to be used for all dissemination of information by or on behalf of the Agency and all submissions from Bidders for this Document.
- (e) “Contract” means the agreement in writing governing the performance of the Work and includes, without limitation, the Document (including the Standard Terms and Conditions), Bidder Submission and the written document accepting the Bidder Submission (including any notice of acceptance or award).
- (f) “Document” means the document describing the goods and/or services to be purchased and the terms upon which the goods and/or services are to be purchased and includes, without limitation, those documents referenced on the index of the Document and such addenda as may be issued by the Agency from time to time.
- (g) “Procurement Representative” means the person named as the Procurement Representative or designate on the Document.
- (h) “Region of Peel” has the same meaning as the Agency.
- (i) “Vendor” means the successful Bidder and includes the term Contractor who enters into the Contract with the Agency for the provision of the goods and/or services set out in this Document.
- (j) “Work” means the work to be undertaken by the Vendor pursuant to the provisions of the Contract.

2. Bidder Submission

- (a) The Bidder Submission must be submitted electronically using the Bidding System.
- (b) A person or persons with authority to bind the Bidder must electronically declare on the online Bidding System that their Bidder Submission has been made entirely in accordance with the Document.
- (c) All pricing in the Bidder Submission must be expressed in figures, and must be in Canadian Dollars.
- (d) Prices in the Bidder Submission must include all costs necessary to complete the Work in accordance with the Document including customs and duties.
- (e) The Bidder represents, warrants and confirms that no oral or written alterations or variations in the Document and/or Contract have been made by the Bidder and none shall be valid or binding upon the Agency unless authorized by the Agency in writing.
- (f) Bidder Submissions which are qualified or subject to any conditions, limitations or restrictions shall be rejected by the Agency.
- (g) The Bidder acknowledges that it is solely responsible for obtaining and reviewing all Contract documents and all addenda issued by the Agency pertaining to the Document.

3. Agency Rights

The Agency reserves the right, in its sole and absolute discretion to:

- (a) deem a Bidder Submission to be unbalanced and may reject any and all Bidder Submissions, which it so deems, and for this purpose, “unbalanced” shall include, without limitation, a Bidder Submission which does not reflect a realistic breakdown of the costs of each or any portion of the Work;
- (b) adjust the totals in a Bidder Submission where there are errors in extensions, additions or computations. In such cases, the unit prices shown shall govern;
- (c) reject any or all Bidder Submissions, accept a Bidder Submission which is not the lowest price, reject a Bidder Submission even if it is the only one received by the Agency; and cancel or suspend or delay this request for Bidder Submissions at any time either before or after the receipt of Bidder Submissions, following which the Agency may proceed as it determines in its sole discretion, including without limitation, negotiating with any one or more of the Bidders or any other person or entity for the performance of the Work under such terms and conditions as the Agency may decide in its sole discretion, or issuing a new request for Bidder Submissions on the same or modified terms, all without liability to itself;
- (d) if making an award of the Contract in its entirety or in part to one or more Vendors, make changes to the content of the Contract to address unforeseen circumstances which may have arisen during the bidding period, including but not limited to health, environmental, social or emergency events including but not limited to the COVID-19 pandemic, which require responses to ensure the health and safety of workers, the health of the public and of Agency staff, and the efficacy of the project are maintained at all times, if in doing so the best interests of the Agency will be served, and the Agency will assess the expected costs of such

- changes and make a contingency allowance for same, which the Vendor may claim costs against on a zero mark-up basis upon proof sufficient to the Agency, unless such changes are expected to be able to be accommodated by the Vendor without change to the Contract Price;
- (e) award the Contract in its entirety or in part, to one or more Vendors, if in doing so the best interests of the Agency will be served;
 - (f) inspect and have a demonstration of the goods and/or services offered prior to award of a Contract and request evidence of experience, ability or financial standing;
 - (g) waive formalities, technical defects, irregularities and omissions in a Bidder Submission, and may accept a Bidder Submission which does not comply with the formal requirements of the Document, if in doing so the best interests of the Agency will be served;
 - (h) remove from the Agency's list of vendors the name of any vendor and/or Bidder for failure to accept a contract or for unsatisfactory performance or non-performance of a contract;
 - (i) fully evaluate the Bidder Submission, which evaluation may include, without limitation, a review of references provided by the Bidder and of those that may be obtained by the Agency independently, past performance history of contracts between the Bidder and the Agency and/or between the Bidder and third parties, past completion history (including completion of full contract term, late or extended completion of contract and late delivery of goods or services), litigation and claims history of the Bidder (including previous, existing or potential litigation with the Agency or others and construction liens filed by the Bidder or subcontractors), delivery of incorrect services, customer service and responsiveness, or history of bidding unrealistic pricing, any of which may result in higher ultimate costs or other difficulties for the Agency, and to reject a Bidder Submission if the same is, in the Agency's sole opinion, unsatisfactory, or would not provide the best value to the Agency;
 - (j) reject and disqualify any or all Bidder Submissions based on a Bidder's Vendor Performance Rating, status and standing as per the Agency's Vendor Performance Evaluations procedures, as amended from time to time;
 - (k) seek further information and/or clarification, including without limitation a detailed price breakdown, from any Bidder after the closing time, for the purposes of assisting the Agency in interpreting and evaluating any Bidder Submission and in interpreting any inconsistencies which may appear in any Bidder Submission, and the Agency shall have the right to consider and rely on such further information and clarifications in evaluating the Bidder Submissions and awarding the Contract; and
 - (l) either before, after or as a change to the terms of the Contract award, to temporarily suspend or to alter the timelines of the Contract delivery schedule or any other terms of the Contract in its sole discretion, in response to circumstances beyond the Agency's control or legislative changes or orders of a government, related to health (such as public health, occupational health and safety or construction safety), environmental, social or other emergent or unforeseen circumstances such as the COVID-19 pandemic.

4. Collusion and Conflict of Interest

- (a) By submitting a Bidder Submission, each Bidder represents and warrants that no member, officer or employee of the Agency or Council has or will have an interest, directly or indirectly, in the performance of the Contract, or in the supplies, work or business in connection with the said Contract, or in any portion of the profits thereof, or in any monies to be derived therefrom; the Bidder Submission is not made in collusion with any other Bidder making a Bidder Submission for the same goods and services and is, in all respects, fair and without fraud; and that neither it nor any of its subcontractors nor any of their respective representatives has any actual, apparent or potential conflict of interest or existing business or other relationship with the Agency or any or any other party or person providing advice or services to the Agency with respect to the Document or the Work or any of their respective representatives that gives rise or might give rise to an unfair advantage (a "Conflict of Interest"). Each Bidder acknowledges that it is within the Agency's discretion to determine whether a Conflict of Interest exists.
- (b) Should the Bidder give or offer any gratuity to or attempt to bribe any member of the Agency, or to commit collusion or fraud, the Agency shall be at liberty to reject the Bidder Submission or, if a Contract has been awarded, terminate the Contract forthwith, without liability to itself, and to rely upon the sureties as provided for.
- (c) By submitting a Bidder Submission for this Document, each Bidder thereby releases and forever discharges the Agency from any and all liability related to any determination the Agency may make regarding Conflicts of Interest, including any disqualification, prohibition, rejection or contract termination which may result therefrom.
- (d) In addition to all other rights in this Document or otherwise available at law or in equity, the Agency may, in its discretion, immediately disqualify a Bidder Submission or may terminate any contract entered into in connection with or resulting from the Document, without liability, penalty or cost, upon giving notice to the Bidder if the Bidder or any of their respective representatives fails to disclose or has failed to disclose any Conflict of Interest.

5. Taxes

The Agency is subject to the payment of provincial sales and federal taxes imposed by the Provincial and Federal Governments and, if required, the collection of any withholding tax for non-resident vendors.

6. Compliance with Laws

The Vendor shall comply with all applicable laws and by-laws including without limitation, the *Workplace Safety Insurance Act*, the *Occupational Health and Safety Act*, and the *Human Rights Code*, as amended from time to time. Any breach or breaches of any applicable laws or by-laws, whether by the Vendor or any of its subcontractors, may result in the immediate termination of the Contract and the forfeiture of all sums owing to the Vendor by the Agency.

-
7. Inconsistency, Conflicts and Omissions
(a) In the event of any inconsistency or conflict in the Document, the Bidder shall notify the Agency prior to the closing time.
(b) The Bidder shall not take advantage of any apparent error or omission in the Document. Any work not specified which is necessary for the proper performance and completion of any part of the Work contemplated, which may be implied as included in the Work, shall be done by the Vendor as if it had been specified and shall not be construed as a variation in the Work to be done, and shall not be subject to any claim by the Vendor for additional compensation.
8. Acceptance/Rejection of Goods and Services
The Agency shall be entitled, in its sole and absolute discretion, to accept or reject goods or services which are substandard, defective, of inferior quality, or are otherwise not in accordance with the Contract, as the best interests of the Agency may require.
9. Force Majeure
In the event that performance of any or all of a party's obligations under the Contract is made impossible by an occurrence, circumstance, or cause beyond the control of the party affected, then such party shall immediately notify the other in writing. In such event, the Agency may (1) terminate the Contract forthwith with liability to pay the Contractor only for work completed prior to the termination, (2) suspend or delay performance of the work until the occurrence abates with no Contract price change, or (3) authorize the Vendor to continue the performance of the Contract with such adjustments to the work as may be required by the occurrence in question, but with no increase to Contract price. Delays in or failure of performance by either party under the Contract shall not constitute default hereunder nor give rise to any claim for increased Contract price or damages if such delay or failure is caused by occurrences beyond the control of the party affected, including, but not limited to, orders or other acts of Governments, acts of God, outbreaks of communicable disease resulting in government action, fires, floods, riots, war, rebellion, unusual delay by common carriers or unavoidable casualties, sabotage, and atomic or nuclear incidents, unless by exercise of reasonable effort or foresight they could have been avoided or mitigated. Notwithstanding the foregoing, default or breach under a party's contract with others, lack of finances, adverse or inclement weather or climatic conditions short of a declared state of emergency, strikes, lockouts, and other concerted acts by workers shall not be deemed to be causes beyond a party's control. For greater certainty, if a party is capable of performing its obligations under the Contract notwithstanding the existence of any of the aforementioned events, such party will not be excused from the performance of its obligations..
10. Assignment
The Vendor shall keep the Contract under its control and shall not assign, transfer, convey or sublet any portion of the Contract without first obtaining the written consent of the Agency.

11. Covenants and Indemnities

- (a) The Vendor agrees:
- (i) to perform the Contract in accordance with the documents under which the award is made;
 - (ii) to indemnify and hold harmless the Agency, its officers, directors, agents, employees, Councillors, Chair and Board Members from and against all claims, costs, expenses, demands, losses, damages, actions, suits or proceedings, including all legal fees and disbursements, that arise out of, or are attributable to the acts or omissions of the Vendor, its subcontractors, suppliers, agents, employees, officers, directors, and all other persons and other entities for whose acts the Vendor may be liable or for whom it is responsible in law and their respective officers, directors, agents and employees.
 - (iii) to indemnify and to save the Agency, its officers, directors, agents, employees, Councillors, Chair and Board members harmless from liability of any kind for the use of any composition, secret process, invention, copyright, patent, intellectual property, article or appliance, furnished or used in the performance of the Contract of which the Vendor is not the owner, patentee, assignee, or licensee;
 - (iv) to guarantee against defective goods and/or services and to replace any damaged or defective goods and/or services to the satisfaction of the Agency;
 - (v) to furnish adequate protection from damage for all work and to repair damage of any kind, for which it and its employees are responsible; and
 - (vi) to pay for all permits, licenses, approvals, and inspections, and to give all notices and comply with all by-laws and regulations of the Agency.
- (b) For greater certainty, and without limiting the intent of any other terms of the Contract, the obligations of the Vendor in this paragraph 11 shall survive the expiry or other termination of the Contract.

12. Guarantees and Warranties

All Work shall be done in a good and workmanship like manner. All materials, goods and services must meet the specifications. The Vendor warrants and guarantees that all materials, goods; services and workmanship will be free from defects and fit for the purpose intended by the Agency. All goods delivered by the Vendor must be new, in good working order and of the latest model possessing all the accessories standard to the manufacturer's stock model. The goods and/or services must be covered by written guarantees and warranties acceptable to the Agency. The warranties set out herein and any other warranties provided to the Agency by the Vendor as part of the Contract are and shall be in addition to all other warranties to which the Agency may be entitled in law and in equity.

13. Damage Claims

The Vendor shall be liable for the costs of all damages caused by it, its subcontractors, suppliers, agents, employees, workers, persons employed by it, officers, directors and all other persons and other entities for whose acts the Vendor may be liable or for whom it is responsible in law, arising from the execution of the Work, by reasons including, without limitation, the existence, location, condition of work, or any materials, plant or machinery used thereon or therein, or which may happen by reason of its failure or the failure for those for whom it is responsible, to do or perform any or all of the several acts or things required to be done by them under the Contract, and shall indemnify and save the Agency, its officers, directors, agents, employees, Councillors, Chair and Board members harmless from any claims arising thereby, including but not limited to costs of rectification incurred by the Agency and any legal costs in connection therewith on a solicitor and client basis.

14. Insurance

The Vendor shall maintain insurance as required by all applicable laws and regulations and shall maintain such further insurance as may be required by the Agency pursuant to the terms of the Contract. The Vendor shall furnish satisfactory proof of insurance when required by the Agency.

15. Liquidated Damages

If the Vendor fails, neglects or refuses at any time to supply all goods or services to the Agency as specified within the Contract, or fails, neglects or refuses to replace goods or services rejected by the Agency, then the Agency shall be and is hereby empowered forthwith to procure such material elsewhere and to charge all costs for goods or services thereby incurred by it to the Vendor as liquidated damages and to deduct the same from the monies due, or to become due to the Vendor on any other contract, or to collect such costs from the Vendor by any other method permitted by law.

16. Right to Retain Monies

The Agency shall have the right to retain, out of monies payable to the Vendor under the Contract the total amount outstanding from time to time of all claims arising out of the default of the vendor in any of its obligations to the Agency, whether pursuant to this or any other contract between the Vendor and the Agency which has not been settled by the Vendor or its insurers. For the purposes of this paragraph, a claim by the Vendor has been settled if payment has been made to and accepted by the claimant and a complete release obtained from it, or the claim has been fully investigated and a complete denial of liability has been made to and accepted by the claimant.

17. Termination

- (a) This Contract may be terminated without notice by the Agency should the Vendor fail to comply with one or more of the Contract terms. In addition to cancelling the Contract, the Agency shall be entitled to pursue any remedies to which it is entitled in law or equity for damages suffered as a result of the Vendor's breach.
- (b) Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Agency.

18. Notice
- (a) Any notice, direction, request or document required or permitted to be given by either party to the other shall be deemed to have been sufficiently and effectually given if delivered or mailed by prepaid registered post, or equivalent, or sent by facsimile transmission to the address and number shown in the Bidder Submission or to such other address or number of which either party hereto may from time to time notify the other in the manner set out in this paragraph.
 - (b) If any such notice, direction, request, document or payment is so given, it shall be conclusively deemed to have been given and received on the date of delivery if delivered, on the next business day if transmitted by telefax, and on the fifth calendar day following the mailing thereof, if sent by mail as aforesaid.
19. Confidential Information/Ownership and Disclosure of Bidder Submissions
- (a) The Vendor agrees to protect and maintain the confidentiality of all personal or other information, including all personal health information, that the Vendor accesses or of which the Vendor acquires knowledge of as a result of the services in this Contract, and agrees to use, collect, disclose, retain, protect and dispose of the personal (health) information only in accordance with all privacy legislation applicable to the Agency where it is acting on behalf of the Agency. Disclosure of any information shall be done only with the Agency's prior written consent. The provisions of the indemnity clause in this Contract apply to any breach of privacy or confidentiality in this clause. The Vendor shall ensure that its directors, officers, employees, agents, subcontractors and anyone else for whom it is responsible in law all adhere to the requirements of this section regarding privacy and confidentiality.
 - (b) The Agency, and the Agency's responsibilities under this Contract, are subject to all applicable privacy legislation including the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 c.M.56, as amended ("MFIPPA") and/or the *Personal Health Information Protection Act*, 2004 ("PHIPA") with respect to the collection, use, disclosure, retention and protection of confidential, sensitive or personal (health) information under the Agency's custody and control. Under an MFIPPA request, all documents provided to the Agency by the Vendor pursuant to the procurement process which led to this Contract, and the Contract itself and associated documents, may be required by law to be made available to a requesting member of the public, with the possible exception that the party submitting certain information requests that it be treated as confidential and that there is an appropriate exemption to disclosure in MFIPPA, or a non-disclosure requirement in either MFIPPA or PHIPA.
 - (c) The Bidder Submissions, along with all correspondence, documentation and information provided to the Agency by any Bidder in connection with or arising out of the Bidder Submission, once received by the Agency, shall become the property of the Agency and may be appended to any agreement and/or purchase order with the successful Bidder. Bidders must identify in their Bidder Submissions any scientific, technical,

proprietary, commercial or other confidential information, the disclosure of which could cause them injury.

- (d) In public bids, the name of each Bidder and the lump sum price contained in their Bidder Submission shall be published on the Bidding System.
 - (e) Where award is to be made by Regional Council, the Peel Police Services Board or the Board of Directors of Peel Housing Corporation, information regarding all Bidder Submissions, including names of each Bidder, lump sum prices and the annual or overall value of the Contract and/or Bidder Submissions shall be included in public reports to Regional Council or the relevant Boards such that the information is released publicly. The Bidder acknowledges that the Agency cannot guarantee it can honour requests to keep Bidder information confidential in light of applicable law requirements, and also in light of the need for transparency and public disclosure where release of Bidder information in public Council reports related to a specific project or procurement process is necessary.
20. Remedies
- (a) The rights and remedies of the Agency as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity.
 - (b) The exercise of any remedy provided by the Contract does not relieve the Vendor or its sureties from any liability under the Contract.
 - (c) The Agency may take such steps as it considers necessary to remedy any breach of the Contract and any damages or expenditures thereby incurred by the Agency plus a reasonable allowance for overhead may be collected in any manner provided for in the Contract or otherwise available in law.
 - (d) The failure of either the Agency or the Vendor to insist upon strict performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.
21. Severability
- In the event that any provision of the Contract is held invalid, illegal or unenforceable, the remaining provisions of the Contract will not be affected and shall continue in full force and effect.
22. Governing Law
- This Document, the Bidder Submission and the Contract shall be governed and construed in accordance with the laws of the Province of Ontario. In conducting its procurements, the Agency is subject to and intends to comply with all applicable trade agreements, including but not limited to the Comprehensive Economic Trade Agreement, Canadian Free Trade Agreement, and the Ontario-Quebec Trade and Cooperation Agreement.
23. Time is of the Essence
- Time shall be in all respects of the essence of this Contract.

Date: _____
Owner: _____
Contractor: _____
Document Number: _____
Project: _____
Applicable Invoice: _____

Context

- A. The Contractor identified above (the “Contractor”) and the Regional Municipality of Peel entity, government, agency, or board identified above as the Owner (the “Owner”) entered into a contract dated _____ (the “Contract”) pursuant to the procurement document number identified above for the Contractor to provide certain work and services in respect of the project identified above (the “Project”).
- B. Capitalized terms used but not defined in this Release have the meanings given to them in the Agreement.
- C. Pursuant to the Contract, the Contractor is providing this Release to the Owner in support of its application for payment of holdback upon Substantial Performance of the Work.

Release

- 1. Except for the claims set out in section 2, as of the date set out above, the Contractor on its own behalf and on behalf of its successors and assigns hereby irrevocably waives, releases, and forever discharges the Owner and its directors, officers, Region of Peel council members, representatives, employees, contractors, agents, and their respective successors and assigns (the “Released Group”) from any and all claims, changes, disputes, complaints, liabilities, obligations, damages, actions, causes of action, proceedings, debts, demands, losses, and expenses whatsoever, at law and in equity, which it may have had, may now have, or may have arising out of or in connection with the Contract (“Claims”).
- 2. The Contractor does not release the Released Group from the following Claims:
 - a. Claims for any sums retained by the Owner for the Warranty Holdback;
 - b. Claims arising from Work which remains to be completed by the Contractor on the Project as at the date of this Release;
 - c. Claims which cannot be waived under the *Construction Act* (Ontario); and
 - d. the following Claims (including any outstanding Claims about which the Contractor has previously notified the Owner and attach additional page if necessary):

The Contractor acknowledges and agrees that if it leaves Section 2.d. blank or responds “none” in Section 2.d., the Contractor is deemed not to have reserved any Claims other than those in Sections 2.a., 2.b., and 2.c.

- 3. Except for the Claims set out in Section 2.d., Contractor’s managerial or senior supervisory personnel do not know, or have reason to know based on good and prudent industry practices, of any potential or actual claims that are required to be notified to Owner according to the requirements of the Contract as of the date of this Release.
- 4. This Release is freely and voluntarily given and the Contractor acknowledges and represents that it has fully reviewed the terms and conditions of this Release and that it is fully informed with respect to the legal effect of this Release.

General

- 5. No provision of this Release which may be deemed unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.
- 6. This Release shall be binding upon, and shall inure to the benefit of, the Contractor, the Owner, and their respective heirs, successors, legal representatives and assigns.
- 7. This Release and the Contract constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements. No change or waiver shall be valid unless in writing and signed by an authorized representative of the party against whom such change or waiver is sought to be enforced.
- 8. This Release may be executed and delivered electronically.
- 9. This Release is governed by the laws of Ontario and the federal laws of Canada applicable therein. Any dispute arising out of this Release shall be governed by the terms of the Contract.

[INSERT FULL CORPORATE NAME OF CONTRACTOR]

By: _____

Name: _____

Title: _____


I have authority to bind the corporation.

RPAM

Construction Project Management Pre-screening checklist

As the construction Industry continues to deliver on contracted projects in the Peel Region during the Covid-19 pandemic, please use this checklist to protect yourself and others prior to entering any Region of Peel site.

HEALTH & SAFETY

COVID-19 Self-Assessment	COMMENTS	
<p>Are you experiencing any of the following symptoms? Severe difficulty breathing (for example, struggling for each breath, speaking in single words), severe chest pain, having a very hard time waking up, feeling confused, lost consciousness.</p>	<p>If you answered yes, please call 911 or go directly to your nearest emergency department. Access to the site will not be granted at this time.</p>	<p>1. Peel Public Health is working with the Public Health Agency of Canada, Ministry of Health, Public Health Ontario and other local health providers to monitor the risk and take protective actions as needed.</p> <p>2. The best way to prevent the spread of COVID-19 is to:</p> <ul style="list-style-type: none"> ❖ Wash your hands often with soap and water or use an alcohol-based hand sanitizer. ❖ Avoid touching your eyes, mouth and nose. ❖ Avoid contact with people who are sick. ❖ Cover your coughs and sneezes with a tissue (if you don't have a tissue, cough or sneeze into your upper sleeve or elbow.) ❖ Wash your hands after coughing and sneezing. ❖ Practice social distancing. 
<p>Are you experiencing any of the following symptoms (or a combination of these symptoms)? Fever, new cough, difficulty breathing (for example, struggling for each breath, cannot hold breath for more than 10 seconds), muscle aches, fatigue, headache, sore throat, runny nose.</p>	<p>If you answered yes, please self-isolate and contact your primary health care provider or call Telehealth Ontario at 1-866-797-0000 for further assessment. Access to the site will not be granted at this time.</p>	
<p>Have you travelled outside of Canada in the last 14 days?</p>	<p>If you answered yes, please self-isolate, avoid contact with other people and monitor yourself for symptoms for 14 days in order to decrease risk of COVID-19 transmission. Contact your primary care provider or Telehealth Ontario at 1-866-797-0000 if you experience symptoms. Access to the site will not be granted at this time.</p>	
<p>Have you come into contact with someone with respiratory symptoms?</p>	<p>If you answered yes, please self-isolate, avoid contact with other people and monitor yourself for symptoms for 14 days in order to decrease risk of COVID-19 transmission. Contact your primary care provider or Telehealth Ontario at 1-866-797-0000 if you experience symptoms. Access to the site will not be granted at this time.</p>	

Date: _____

Project No: _____

Building Name: _____

Information Required Prior to Entering Site	YES	NO	N/A	COMMENTS
Will there be more than one person accessing the site? If you answered yes, specify in the comments field how many people will be on site for the duration of the visit? Example, you may have a full site staff and engage additional sub-trades or as a consultant you may engage a testing agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you intend to work within the standard business hours, Monday - Friday, 8:00am - 5:00pm?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you intend to work on the weekend? It is understood that approval will only be granted for weekend work on a case by case basis, provided that adequate notice is given.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Specify in the comments field, the areas of the site that will be In use during the Work? Example, will you be working on the roof, in the parking garage, inside the elevators, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you require interior access to the building? If you answered yes, specify in the comments field, the common areas of the building you will need access to, including areas required for transient access? Example, elevators, stairwell, mechanical room, party room, washroom, etc. It is understood that approval will only be granted for interior access on a case by case basis, provided that adequate notice is given.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you require suite access for any portion of the scope of work? It is understood that approval will only be granted for suite access for emergency work on a case by case basis, provided that adequate notice is given.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are you able to perform the necessary work required while adhering to social distancing guidelines (maintaining a 2m distance from all people inclusive of coworkers, site staff and the general public)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Have you provided an updated site-specific health and safety plan to the Region of Peel's Project Manager?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
If you answered yes to the above question, does this updated plan reflect safety measures you will take while working on site in-light of COVID-19?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are there any additional safety measures you will be taking while working on site? If you answered yes, specify in the comments field the additional measures.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Do you have a housekeeping and cleaning protocol set in place after work has been completed in your construction zone?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

RPAM/CPM Construction Sign-In Sheet

Date: _____

Building Name: _____

Project No: _____

Building Address: _____

DATE	PRINT NAME	ORGANIZATION	PHONE	EMAIL

Print Name: _____

Signature _____



2020-625Q - Tub and Shower Rooms Floor Replacement at Vera M. Davis Long Term Care Facility, Bolton, Project 19110

Date Issued: September 14, 2020 12:00 PM

Schedule of Prices

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing

Prices are ALL INCLUSIVE of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associated Vendor's expenses except HST. The stated prices include fully for all increases, for whatever cause, in cost or price of labour, materials, products, equipment or consumables. Escalation shall not apply for the duration of the Contract.

No allowance or extra consideration on behalf of the Contractor will be allowed by the Agency by reason of additional costs, damages, or other difficulties incurred by the Vendor for failure to have fully investigated and determined conditions affecting the Work.

Unit Prices shall be exclusive of HST.

Line Item	Description	Quantity	Unit of Measure	Unit Price *	Total
1	Mobilization / demobilization, general requirements, insurance, close-out documents and as-built drawings as per specifications. Include all costs for all other miscellaneous items required to complete the work as intended in the design, drawings and specifications.	1	Lump Sum		
2	Provision infection control procedures and temporary dust barrier c/w construction and the direction signage around working areas as indicated on drawings and specifications.	1	Lump Sum		
3	Remove and store existing sanitary equipment including shower tubs, shower commode chairs and toilets c/w accessories within existing tub and shower rooms. Restore all of sanitary equipment and match their original functions after proposed flooring renovation works complete including provision of additional piping and plumbing accessories as indicated on the drawings and specifications.	1	Lump Sum		
4	Remove and dispose of existing epoxy flooring c/w epoxy cover base and prepare the existing concrete floor slab surface for new flooring installation within proposed four (4) tub and shower rooms as indicated on drawings and specifications.	1	Lump Sum		
5	Provision of new slip resistant trowel applied epoxy flooring system c/w cover base including new sealants within four (4) existing tub and shower rooms as indicated on drawings and specifications.	1	Lump Sum		
6	All other miscellaneous items as per drawings and specifications and as required to fully deliver the intent of the project.	1	Lump Sum		
Subtotal:					

Contingency

Contingency Allowances included are for additional work which could not be fully identified or quantified during the bid period. The Bidder shall, when requested, provide to the Agency estimates to complete any additional work. The Bidder shall not proceed with any additional work unless pre-approved by the Agency. Contingency Allowances shall be expended only as directed and approved by the Agency for actual cost of additional work. The Contract Price shall be adjusted by Change Order to provide for any difference between the actual costs and each estimated cost where so authorized by the Agency. The non-expended portion of Contingency allowance will be deducted from the Contract Price.

Line Item	Description	Unit Price	Total
1	Contingency Allowance for Unexpected Repairs	\$15,000.0000	\$ 15,000.00
Subtotal:			\$ 15,000.00

Cash Allowance

Cash Allowance will be strictly controlled and used for inspection and testing as per the Bid Document, and does not represent any specific amount owed to the vendor as part of this contract.

All unused cash allowance amounts belong to the Agency.

Line Item	Description	Unit of Measure	Unit Price	Total
1	Cash Allowance for Inspection/testing by third party	Lump Sum	\$2,000.0000	\$ 2,000.00
Subtotal:				\$ 2,000.00

Summary Table

Bid Form	Amount
Pricing	
Contingency	\$ 15,000.00
Cash Allowance	\$ 2,000.00
Grand Total (exclusive of taxes):	

Bid Questions

Please provide in the space below your GST/HST Registration Number. Please note that all invoices provided to the Agency must show the GST/HST Registration Number and show this tax on a separate line.

Specifications

CONTACT INFORMATION

In the space provided please list the contact names and numbers during the times indicated below.

Line Item	Description	Regular Hours Service (7:00 a.m. - 5:00 p.m.) *	After Hours Service (5:00 p.m. - 7:00 a.m.) *	Saturdays, Sundays and Holidays *
1	Name			
2	Phone Number			
3	Cell Number			
4	Email Address			

STATEMENT OF EXPERIENCE

The Bidder agrees that the following is a statement of the Bidder’s experience in carrying out comparable Work. The Agency may contact those named below to verify the Bidder’s statement and to assess the Bidder’s ability to carry out the Work.

Line Item	Description of Contract	For Whom Work Performed	\$ Value	Year
1				
2				
3				
4				

REFERENCES

Please give the **names** of three clients, other than the Agency, who have similar projects and for whom you are performing or have performed similar Work.

Line Item	Company *	Phone *	Contact Person *	Estimated Contract Amount *	Year *	Project/Contract Number *
1						
2						
3						

Sub-Contractors

LIST OF SUPPLIERS AND SUBCONTRACTORS

The Bidder also agrees that the following is a complete list of suppliers and subcontractors that will be required in the performance of the Work and that no additions, deletions or changes to this list will be permitted without the approval of the Agency.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their **“OWN FORCES”**.

Line Item	Supplier and/or Subcontractor	Address	Trade	
1				*
2				
3				
4				
5				

Declarations & Addenda

This Bidder Submission is made entirely in accordance with the Document. By completing the information below and by submitting an online response to the Document, it is deemed that the Bidder has read and agreed to abide by all of the terms and conditions contained in the Document. and that you have the authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

I acknowledge in my acceptance of the terms and conditions below the following requirements for Accessibility for Ontarians with Disabilities, [Health & Safety Compliance Certificate & Appendix A](#) and [Code of Conduct](#):

Contracted employees, third party employees, agents and others who deal with members of the public on behalf of the Region of Peel or participate in the development of policies, practices and procedures governing the provision of goods or services to members of the public must meet the requirements of the Accessibility for Ontarians with Disabilities Act 2005 and its Regulations with regard to training and the provision of goods or services to persons with disabilities. A document describing the training policy, a summary of the contents of the training and details of training dates and attendees must be submitted to the Region of Peel upon request. If a training policy is not yet in place, complete the training module at the following website: accessforward.ca.

I/WE agree to be bound by the terms and conditions in the Document and have authority to bind the Bidder and submit this Bidder Submission on behalf of the Bidder.

The bidder shall declare any potential conflict of interest as defined in the Standard Terms and Conditions that could arise from submitting a bidder submission for this document. Do you have a potential conflict of interest?

Yes **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		