

## **PART 3 – DRAWINGS AND SPECIFICATIONS**

**RFT No. Doc4733675736, Contract No. 24-PFR-098**

### **SUMMARY OF THE WORK**

For all the materials, equipment, labour and supervision required for the HVAC and Structural State of Good Repair Project at Elms Pool Located at 45 Golfdown Dr, Etobicoke.

For the detailed scope of work, refer to the Mechanical Upgrade Specification, Division 1 – Section 00103.

### **GENERAL SPECIFICATIONS**

#### **1. Cutting, Remedial Work and Blasting**

- (a) The Contractor shall perform the coring, cutting and remedial Work required to make the affected parts of the Work come together properly.
- (b) The Contractor shall co-ordinate the Work to ensure that the coring, cutting and remedial Work is kept to a minimum.
- (c) Should the Owner, the Contract Administrator, other contractors or anyone employed by them be responsible for ill-timed Work necessitating cutting or remedial Work to be performed, the cost of such cutting or remedial Work shall be valued as provided in GC 7.1 - OWNER'S RIGHT TO MAKE CHANGES, GC 7.2 - CHANGE ORDER and GC 7.3 - CHANGE DIRECTIVE.
- (d) Coring, cutting, x-rays, scanning and remedial Work shall be performed by specialists familiar with the Products and Owner Supplied Material affected and shall be performed in a manner to neither damage nor endanger the Work and in accordance with the Specifications and other Agreement documents.
- (e) The Contractor shall not carry out any blasting operation except with the prior written consent of the Contract Administrator, provided that any consent so granted shall not, under any circumstances, relieve the Contractor of the liabilities and obligations assumed by the Contractor under the Agreement.

#### **2. Cleanup**

- (a) The Contractor shall maintain the Work and the Site in a safe and tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, other contractors or their employees.
- (b) Before applying for Substantial Performance of the Work as provided in GC 5.5 - SUBSTANTIAL PERFORMANCE OF THE WORK, the Contractor shall remove waste products and debris, other than that resulting from the work of the Owner, other contractors or their employees, and shall leave the Site clean and suitable for use or occupancy by the Owner. The Contractor shall remove products, Construction Equipment, and Temporary Work not required for the performance of the remaining Work all to the satisfaction of the Contract Administrator and the Owner, acting reasonably.
- (c) Prior to the final Application for the Payment, the Contractor shall remove any remaining products, Construction Equipment, Temporary Work, and waste products

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and debris, other than those resulting from the work of the Owner, other contractors or their employees.

- (d) Contractor shall complete all maintenance and cleanup of the Work and Site within 24 hours of written notice from the Owner or Contractor Administrator of such. If such maintenance and cleanup is not completed within 24 hours of such written notice, the Owner shall be entitled to, or to engage others to, perform such maintenance and cleanup, at the Contractor's expense and set-off the costs thereof in accordance with GC 5.10 – OWNER'S SET-OFF.
- (e) Contractor shall repair all damage to the Site caused by the Contractor's, Subcontractor's, Supplier's or Sub-subcontractor's transportation in and out of the Site within five (5) Working Days of written notice from the Owner or Contractor Administrator to repair or before final payment, whichever is earlier. If such repair is not completed within the required time period, the Owner shall be entitled to, or to engage others to, perform such repair, at the Contractor's expense and set-off the costs thereof in accordance with GC 5.10 – OWNER'S SET-OFF.

#### **3. Site and Drainage**

- (a) The Contractor's sheds, site offices, toilets, other temporary structures and storage areas for material and equipment shall be grouped in a compact manner and maintained in a neat and orderly condition at all times.
- (b) The Contractor shall keep all portions of the Work well, properly and efficiently drained, to at least the same degree as that of the existing drainage conditions, during construction and until the Work is completed. The Contractor shall be solely responsible for all Losses caused by, or resulting from, water backing up or flowing over, under, through, from, on or along any part of the Work or which any of the Work may cause to flow elsewhere and shall, at the Contractor's sole cost, repair such damage and without any extension of the Contract Time.

#### **4. Work Affecting the Property of Others**

- (a) Before Work is carried out that may affect the property or operations of any Ministry or agency of government or any Person, including a municipal corporation or any board or commission thereof, and in addition to such notices of the commencement of specified operations as are prescribed elsewhere in the Agreement, the Contractor shall give at least 48 hours' advance written notice of the date of commencement of such Ministry or agency of government or Person so affected.

#### **5. Quality Assurance and Quality Control**

- (a) The QA/QC Plan required by GC 3.13.2 shall be prepared and delivered to the Contract Administrator for review by the Contract Administrator and Owner within thirty (30) Days after the Effective Date and, after acceptance by the Contract Administrator and Owner, shall form a part of the Agreement.
- (b) The QA/QC Plan shall:
  - (i) be based on the standards and requirements set out in the Agreement.

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- (ii) monitor, identify and rectify all non-compliance items within the Construction Schedule and
- (c) The Contractor shall implement and perform the Work in accordance with, and in compliance with, the QA/QC Plan accepted by the Owner. The implementation of the QA/QC Plan may be subject to quality assurance audit and acceptance by the Contract Administrator and Owner. The Contract Administrator and the Owner may perform surveillance for compliance with the QA/QC Plan and examine the Work, wherever situate, for conformance.

#### **6. Project Controls and Reporting Requirements**

- (a) The Contractor shall perform the following obligations and comply with the following requirements:

Such obligations and requirements shall apply to all Work, unless otherwise specified in the Agreement.
- (b) The Owner may at any time and from time to time waive the requirement to include any particular item in any report in connection with the Work or may reduce the frequency of any report but in such event shall have the right to reinstate any item and increase the frequency of reporting to the times provided in the Agreement.
- (c) For clarity, nothing in this section 7 shall relieve the Contractor from its obligation to execute the Work to completion in accordance with the Construction Schedule or other requirements of the Agreement.

#### **7. Traffic, Maintaining Roadways and Detours**

- (a) Except as otherwise noted in the Agreement, the Contractor assumes all the risks and responsibilities arising out of any traffic related obstruction encountered in the performance of the Work and any traffic conditions, including traffic conditions on any Highway or road giving access to the Site caused by such obstructions, and the Contractor shall not make any Claim against the Owner for any delay or Losses occasioned thereby.
- (b) The Contractor shall designate an individual to be responsible for traffic control and work zone safety. The designated individual shall be a competent worker who is qualified because of knowledge, training, and experience to perform the duties, is familiar with Book 7 of the Ontario Traffic Manual and has knowledge of all potential or actual danger to workers and motorists. Prior to the commencement of construction, the Contractor shall notify the Contract Administrator of the name, address, position, cell phone, pager, and telephone numbers of the designated individual, and update as necessary.
- (c) Where an existing Roadway is affected by construction, it shall, at all times, be kept open to traffic. The Contractor shall, at no additional cost to the Owner, be responsible for providing and maintaining, for the duration of the Work an alternative route for both pedestrian and vehicular traffic through the Site in accordance with the Ontario Traffic Manual, whether along the existing Highway under construction or on a detour road beside or adjacent to the Highway under construction.

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- (d) Subject to the prior written approval of the Contract Administrator, the Contractor may block traffic for short periods of time to facilitate construction of the Work in accordance with the Ontario Traffic Manual. Any temporary lane closures shall be kept to a minimum.
- (e) The Contractor shall maintain, to the satisfaction of the Owner and the Contract Administrator, a road through the Site. The road through the Site shall include any detour constructed in accordance with the Agreement or required by the Contract Administrator. The cost of blading required to maintain the surface of such roads and detours shall be deemed to be included in the Fixed Price or Unit Price, as applicable. The Contractor shall not be required to apply de-icing chemicals or abrasives or carry out snowplowing unless otherwise specified in the Agreement.
- (f) Where the Agreement provides for, or the Contract Administrator requires, detours at specific locations, payment for the construction of the detours, and if required, for the subsequent removal of the detours, shall be made at the Contract Prices appropriate to such Work.
- (g) Where Work is discontinued for any extended period including seasonal shutdown, the Contractor shall, when directed by the Contract Administrator, open and place the Highway and detours in a passable, safe and satisfactory condition for public travel.
- (h) Where the Contractor constructs a detour that is not specifically provided for in the Agreement or required by the Contract Administrator, the construction of the detour and, if required, the subsequent removal shall be performed at the Contractor's sole expense. The detour shall be constructed and maintained to structural and geometric standards approved by the Contract Administrator. Removal and site restoration shall be performed as directed by the Contract Administrator.
- (i) Compliance with the foregoing provisions shall in no way relieve the Contractor of obligations under GC 4.1 - PROTECTION OF WORK AND PROPERTY, dealing with the Contractor's responsibility for damage claims, except for claims arising on sections of a Highway within the Site that are being maintained by others.

#### 8. Roadway Work

- (a) If at any time, in the opinion of the Contract Administrator, damage is being done or is likely to be done to any Roadway or any improvement thereon, outside the Site, by the Contractor's vehicles or other equipment, whether licensed or unlicensed equipment, the Contractor shall, on the direction of the Contract Administrator, and at no extra cost to the Owner and without an extension in Contract Time, make changes or substitutions for such vehicles or equipment, and shall alter loadings, or in some other manner, remove the cause of such damage to the satisfaction of the Contract Administrator.
- (b) The Contractor shall provide and ensure, at all times, and at no extra cost to the Owner:
  - (i) safe and adequate pedestrian and vehicular access;
  - (ii) continuity of utility services; and

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- (iii) access for any and all emergency response vehicles and services,  
to any and all properties adjoining the Site.

#### 9. Working Drawings

- (a) Working Drawings or Working Plans means any Drawings or Plans prepared by the Contractor for the execution of the Work and may, without limiting the generality thereof, include formwork, falsework and shoring plans, roadway (that part of the Highway designed or intended for use by vehicular traffic and includes the Shoulders.) protection plans, Shop Drawings, shop plans or erection diagrams.
- (b) The Contractor shall arrange for the preparation of clearly identified and dated Working Drawings as called for by the Contract Documents.
- (c) The Contractor shall submit Working Drawings to the Contract Administrator in accordance with an agreed upon schedule or otherwise with reasonable promptness and in orderly sequence so as to not cause delay in the Work. If either the Contractor or the Contract Administrator so requests they shall jointly prepare a schedule fixing the dates for submission and return of Working Drawings. Working Drawings shall be submitted in printed form. At the time of submission the Contractor shall notify the Contract Administrator in writing of any deviations from the Contract Documents that exist in the Working Drawings.
- (d) The Contract Administrator shall review and return Working Drawings in accordance with an agreed upon schedule, or otherwise, with reasonable promptness so as not to cause delay.
- (e) The Contract Administrator's review shall check for conformity with the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the Working Drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the Working Drawings has been approved in writing by the Contract Administrator.
- (f) The Contractor shall make any changes in Working Drawings that the Contract Administrator may require to make the Working Drawings consistent with the Contract Documents and resubmit unless otherwise directed by the Contract Administrator. When resubmitting, the Contractor shall notify the Contract Administrator in writing of any revisions other than those requested by the Contract Administrator.
- (g) Work related to the Working Drawings shall not proceed until the Working Drawings have been signed and dated by the Contract Administrator and marked with the words "*Reviewed. Permission to construct granted*".
- (h) The Contractor shall keep one set of the reviewed Working Drawings, marked as above, at the Site at all times.

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### **TECHNICAL SPECIFICATIONS, DRAWINGS AND DESIGNATED SUBSTANCES AND HAZARDOUS BUILDING MATERIALS ASSESSMENT REPORT**

The following Specifications, Drawings and Designated Substances and Hazardous Building Materials Assessment Report can be found in the References Section of Part 3 – Specifications and Drawings of the sourcing event in Ariba, forming part of the Contract Document:

#### **Specifications:**

Division 1 - Section 00103 – General Requirements (5 pages)

#### **Drawing List:**

- M1 Mechanical – Specification & Schedule (1 page)
- M2 Mechanical – HVAC – Roof Plan – Dehumidifier – Existing & Demolition (1 page)
- M3 Mechanical – HVAC – MAU & EXH – Floor Plan (1 page)
- M4 Mechanical Proposed – HVAC – Dehumidifier – Roof Plan (1 page)
- M5 Mechanical – Roof Opens & Misc – Roof Plan (1 page)
- M6 Mechanical & Electrical – Interferences – Floor Plan (1 page)
- M7 Mechanical – Dehumidifier Details (1 page)
- M8 Mechanical – Roof Ladder and Hatch Details (1 page)
- S1-01 New Roof Units – Structural – Framing Design (1 page)
- S1-02 New Roof Units – Structural – Framing Design (1 page)

**Designated Substances and Hazardous Building Materials Assessment Report (44 pages)**

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### **DIVISIONAL SPECIFICATIONS**

#### **DS-1. Occupational Health and Safety Act**

- 1.1. The Contractor shall take all steps necessary to prevent the spread of lead-containing dust/particles and any other designated substance(s) or hazardous material(s) from the Work site when performing Work involving, but not limited to, lead-containing paint, and to protect the Contractor, those engaged by the Contractor in performance of the Work, City employees and all others, including the general public, likely to be at or near the Work site.

#### **DS-2. Designated Substances**

- 2.1 See attached Designated Substances and Hazardous Building Materials Assessment Report (44 pages)

#### **DS-3. Hot Work Permit**

- 3.1. The Constructor will be responsible for issuing the hot work permits.

#### **DS-4. Coordination and Meetings**

- 4.1. The Contractor shall attend regular meetings with the City of Toronto and others, including but not limited to, Bell Canada, Enbridge, Toronto Hydro, and business organizations as may be required by the Contract Administrator to co-ordinate services affected by the Contract and to monitor on-going administration and progress of the contract.
- 4.2. It's the contractor's responsibility to organize, record meeting minutes, and distribute meeting minutes to consultant and City staff for all project progress meetings.

#### **DS-5. Standard Specifications and Standard Drawings**

- 5.1. The City's Standard Specifications and Standard Drawings that apply to the Work shall be those that can be found on-line at [www.toronto.ca/ecs-standards](http://www.toronto.ca/ecs-standards) as of the date the tender for the Work is issued.
- 5.2. Any other required work, for which no specifications are contained herein, shall conform to the City of Toronto Standard Construction Specifications and Drawings for Road Works, the City of Toronto Standard Construction Specifications and Drawings for Sewers and Watermains, the Ontario Provincial Standard Specifications and the Ontario Provincial Standard Drawings.

#### **DS-6. Organization of Work and Work Restrictions**

- 6.1. It is the Contractor's responsibility to implement all required measures (e.g. fences, enclosures, etc.) in order to strictly control the pedestrian traffic in the construction area and to prevent any pedestrian approaching into the areas of construction hazard, or any other dangerous area.

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- 6.2. The Contractor shall be attentive to the needs of pedestrians that are visually or physically impaired, and the Contractor must be prepared at all times to assist in the safe and comfortable passage of these pedestrians.
- 6.3. The Contractor shall note that a number of existing utilities and services are located below the area of reconstruction and others in the near vicinity. The Contractor shall examine the site to identify potential problems associated with the accessibility, transportability and constructability of their proposed methods.
- 6.4. The Contractor shall, from time to time, adopt such approved construction or operating methods in carrying out the work as may be called for due to changing conditions that may be encountered during the progress thereof.

#### **DS-7. Pre-Construction Survey and Layout**

- 7.1. The Contractor must report to the Consultant immediately any conflict, inconsistencies, errors, omissions, and/or discrepancies found between the Contract Drawing(s) and the existing physical conditions. Immediately upon becoming aware of such conflict, inconsistencies, errors, omissions and/or discrepancies, the Contractor shall stop work until further directed by the Consultant. The City shall not be responsible for any additional cost or time delay due to a failure of the Contractor to report in a timely manner such conflict or inconsistencies found, or due to a failure to suspend the survey and layout work pending direction from the Consultant.

#### **DS-8. Disposal of Surplus Excavated Material and Removals**

- 8.1. All surplus excavated materials, removals, grindings and all other debris, including that from sewer flushing and catch basin cleaning, shall be disposed of, off site. No separate payment shall be made for the costs associated with this work.
- 8.2. The City of Toronto will not make arrangements for the disposal of surplus materials or supply bills of lading.
- 8.3. The Contractor shall assume full ownership of the surplus excavated material and shall be solely responsible for its removal and disposal.
- 8.4. Stockpiling of excavated material within the City street allowance is not permitted. The Contractor shall dispose of all excavated material off site immediately upon removal. No additional payment will be made for costs incurred as a result of this requirement.

#### **DS-9. Smog Alert Response Plans**

- 9.1. The Contractor, when notified by the Consultant that the City's Smog Alert Response Plan has been implemented, shall, where applicable:
  - 9.1.1. suspend use of oil based products except for roadway line painting required to address safety concerns or to reduce traffic congestion;
  - 9.1.2. suspend all pesticide spraying;
  - 9.1.3. suspend grass cutting operations;



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- 9.1.4. not allow refuelling during daytime hours;
  - 9.1.5. reduce equipment and vehicle idling as much as practical;
  - 9.1.6. curtail the use of two-stroke engines as much as practical;
  - 9.1.7. suspend normal street sweeping of all roadways during daytime hours except where there is an urgent need for clean-up, i.e. following a special event such as Caribana;
  - 9.1.8. suspend the operation of loop cutting tar pots; and
  - 9.1.9. suspend any non-essential planned traffic control device installation or modification work which will require lane closures or require complete deactivation of the traffic control device. Work that is required to address safety concerns or to reduce traffic congestion may continue.
- 9.2. A Smog Alert may be preceded by a Smog Watch. A Smog Watch is issued when there is a 50 percent chance that a smog day is coming within the next three (3) days. The Contractor shall not be entitled to any additional payment or extension of Contract Time due to the implementation of the Smog Alert Response Plans.

#### **DS-10. Security and Construction Sign(s)**

- 10.1. The Contractor shall be responsible for the security of the work of this Contract from the time the job site is turned over to him until all work has been completed.
- 10.2. The Contractor shall take all necessary precautions to ensure that the construction site does not pose a hazard to the public for the duration of the project. Appropriate safety and warning signs must be posted. All such site security measures shall be removed from the site at the completion of the project.
- 10.3. Project signs, conforming to the current sign protocol and which will list a contract number, will be provided by the City for installation by the Contractor.
- 10.4. The costs for installing, removing and disposing the signs shall be included in the Supplier's Pricing Form submission. No additional separate payment will be made for such work and provisions.

#### **DS-11. Noise Regulations**

- 11.1. The Contractor shall ensure the following:
- 11.2. Equipment shall be maintained in an operating condition that prevents unnecessary noise, including but not limited to proper muffler systems, properly secured components and the lubrication of all moving parts.
- 11.3. Idling of equipment shall be restricted to the minimum necessary for the proper performance of the specified work.
- 11.4. Where necessary, place noise attenuation devices (barriers) around Contractor's construction equipment.

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### **DS-12. Equivalents and Alternatives**

12.1. Definitions. In this section:

- 12.1.1. "First-Named Supplier" and "First-Named Product" mean, respectively, a Supplier and Product upon which the quality and design of the Work has been based, as specified in the Contract Documents.
- 12.1.2. "Alternative" means a Supplier or Product proposed by the Contractor, or an alternate method of undertaking the Work proposed by the Contractor, that is not listed or specified in the Contract Documents.

12.2. First Named Supplier or Product

- 12.2.1. The Contractor shall only use First-Named Suppliers and First-Named Products, or Equivalents, unless an Alternative is approved by the City.

12.3. Use of Alternative

- 12.3.1. The Contractor may propose the use of an Alternative to the City for consideration during tendering and before award. The submission of a proposal for an Alternative may include alternate Subcontractor(s), through whom the Alternative is being offered, other than those named under the Subcontractor listing in the Tender Submission Package.
- 12.3.2. All Alternative proposals must be supported by sufficient technical documentation to permit a proper analysis and evaluation of the proposed Alternative by the City. In order to be considered, any Alternative proposal must provide price savings, quality improvement(s), operational savings, schedule benefit(s), or a combination thereof. The Alternative proposal must include a detailed point by point comparison listing differences between the proposed Alternative and the First-Named Supplier or First-Named Product.
- 12.3.3. Supporting documentation in the proposal must be clear, specific and sufficiently detailed to ensure that there is no ambiguity about what is being proposed, including any effect the proposal may have on the completed Work. Proposed Alternatives which, in the opinion of the City, are not accompanied by adequate supporting documentation, or are submitted with insufficient time for a proper review, will not be considered.
- 12.3.4. The cost of a review by the Consultant of a proposed Alternative will be entirely at the cost of the Contractor and will be credited to the City against the Contract Price.
- 12.3.5. The City shall have the right, in its sole and absolute discretion, to accept or reject any proposed Alternative, including any proposed Subcontractor.

### **DS-13. Reference Documentation**

- 13.1. A Project Specific Designated Substances and Hazardous Building Materials Assessment Report for the Elms Pool prepared by Safetech Environmental Limited

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dated December 1, 2023 is included and can be found in the References Section of Part 3 – Specifications and Drawings of the sourcing event in Ariba.

- 13.2. This report is for information purposes only. It is the responsibility of the Suppliers to confirm all information on-site.

#### **DS-14. Interference**

- 14.1. The Contractor shall arrange all Work activities so as to permit the maintenance of normal building operation and traffic flow at the Work site, with a minimum of inconvenience to the users and staff of the facility or park where the Work is being carried out.
- 14.2. The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted at the Work site for more than one (1) continuous Hour, and no longer than three (3) consecutive Hours for the heating system during the heating season except with the prior written permission of the Owner.
- 14.3. The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

#### **DS-15. Project Close Out System Demonstrations**

- 15.1. The Contractor shall with respect to all installations resulting from the Work demonstrate the operation of all equipment and systems to the Owner's staff and any consultants of the Owner, and instruct such staff in the operation, adjustment and maintenance of such systems and equipment.

#### **DS-16. Fire Protection**

- 16.1. The Contractor shall:
  - 16.1.1. prior to commencing work, locate all sprinkler systems and protective or alarm systems;
  - 16.1.2. provide and maintain fire extinguishers as required on the site for the protection of the building;
  - 16.1.3. provide personnel performing work with open flame, volatile materials or other hazardous work with all fire protection equipment necessary for the safe operation of this equipment and the performance of the work;
  - 16.1.4. all fire protection measures shall obtain required approvals and comply with all applicable laws.