

Division 01 – General Conditions

Part 1 – Preconstruction (Design-Assist Services)

1.1. Design-Assist Responsibilities

The Contractor shall work with the Owner on a design-assist basis to finalize details required for construction.

The Contractor shall assist in preparing and updating a comprehensive schedule, including design clarification, shop drawings, fabrication, delivery, installation, and testing.

The Contractor shall propose cost-saving alternatives and value engineering options that align with the overall project budget and schedule.

The Contractor shall review project specifications and identify any discrepancies, omissions, or potential coordination issues prior to construction.

1.2. Submittals and Coordination

- The Contractor shall provide shop drawings, product data, and samples for Owner review and approval before fabrication or installation.
- The Contractor shall prepare coordination drawings for trades as required to avoid conflicts.
- The Contractor shall assist in identifying opportunities to prefabricate or modularize components to reduce site work and minimize disruption to school operations.
- All proposed substitutions must be clearly identified and approved in writing prior to use.

1.3. Constructability and Compliance

The Contractor shall provide input on the constructability of the design, including sequencing, access, and temporary protection.

The Contractor shall ensure that all proposed work complies with the Ontario Building Code, Plumbing Code, Electrical Safety Code, Fire Code, and all other authorities having jurisdiction (AHJ).

The Contractor shall prepare and submit any detail or connection information required for permit applications where consultant drawings are not mandated.

1.4. Mock-ups and Testing

- Where requested by the Owner, the Contractor shall supply and install mock-ups to demonstrate quality, finish, and performance prior to full installation.
- Mock-ups may be incorporated into the final work if approved.

1.5. Accountability

- The Contractor is fully responsible for ensuring the adequacy of their shop drawings, coordination drawings, and construction methods.
- Owner's review does not relieve the Contractor of their responsibility for code compliance and performance of the work.
- Where professional engineering or architectural design is required by law, the Contractor shall engage qualified professionals at their own cost and submit sealed drawings.

Part 2 – Execution Requirements

Important: These General Requirements form an integral part of the Scope of Work and apply to all trades and all portions of the Work, regardless of project value or delivery method.

2.1. Contractor Responsibilities

- Review all drawings, specifications, and site conditions prior to commencing work.
- Obtain and pay for all permits, inspections, and fees required by authorities having jurisdiction.
- Provide and maintain temporary facilities, task lighting, fencing, hoarding, signage, and protection of property.
- Provide secure storage containers or compounds for materials and equipment.
- Responsible for unloading, hoisting, and internal distribution of materials.

2.2. Site Management and Safety

- Maintain a safe and orderly site; daily cleanup is mandatory.
- Implement dust, noise, and vibration control.
- Protect adjacent areas, finishes, and landscaping.
- Maintain safe access and egress for students, staff, and visitors at all times.
- Comply with OHSA, WSIB, and Owner's safety policies.

2.3. Scheduling and Progress

- Submit and maintain a baseline schedule.
- Attend weekly progress meetings and provide updates.
- If Contractor falls behind schedule due to controllable reasons, additional labour or shifts must be added at no cost to recover schedule.
- Meet all critical milestones, especially school opening deadlines.

Part 3 – Change Orders and Extras

No changes will be recognized without a written Change Order issued by the Owner. The Contractor must submit written quotations for any change for approval before proceeding. Verbal instructions will not authorize payment for additional work.

Part 4 – Closeout and Warranty

Submit as-built drawings, O&M manuals, warranty certificates, and training sessions for Owner staff if required.

Provide minimum one (1) year warranty on labour in addition to manufacturer warranties.

Warranty response times must be prompt; urgent issues addressed within 24 hours.

Part 5 – Pricing, Assumptions, and Contract Basis

5.1. Contract Price Basis

All prices shall be lump sum, inclusive of all labour, materials, equipment, supervision, overhead, and profit required to complete the work as specified.

No additional compensation will be granted for items reasonably inferable from the scope, site conditions, or Division 01 requirements.

5.2. Contractor Assumptions

Contractors shall clearly list all assumptions and exclusions with their quotation.

Any assumption not explicitly stated shall be deemed included in the price.

5.3. No Escalation

Prices are firm for the duration of the work.

No escalation for labour, material, fuel, or supply chain issues will be accepted.

Part 6 – Working Hours & School Operations

6.1. Occupied Facility

All work shall be performed in an active, occupied school environment.

Contractor must coordinate daily activities with the Owner to avoid disruption.

6.2. Working Hours

Normal working hours are as directed by the Owner.

Evening, night, weekend, or school-break work shall be included where required to meet safety or operational constraints.

6.3. Behaviour & Conduct

Contractor personnel shall act professionally at all times.

No inappropriate language, music, or interaction with students is permitted.

Part 7 – Subcontracting & Personnel

7.1. Subcontractors

Subcontracting is permitted; however, the Contractor remains fully responsible for all subcontracted work.

No substitution of key trades without Owner approval.

7.2. Background Checks

All personnel working on site must comply with Board requirements for working in schools, including background checks where applicable.

7.3. Personnel Identification and Site Access

All employees, representatives, subcontractors, suppliers and any other personnel of the Contractor entering any School Board facility shall be required to wear, at all times, a visible company-issued identification badge.

The identification badge shall, at minimum, clearly indicate:

- the company name
- the employee's name
- a photograph, which is strongly recommended but not mandatory.

Signing the school visitor log does not replace or waive the obligation to wear the identification badge.

a- Refusal of Access

Any individual who is not in compliance with this requirement shall be denied access to the site without exception.

Any delays, work interruptions, rescheduling, or loss of productivity resulting from such denial of access shall be entirely at the Contractor's sole responsibility.

No claim for additional compensation, extension of time, standby costs, or delay costs shall be accepted by the Owner for such circumstances.

b- Contractor Responsibility

The Contractor shall be fully responsible for ensuring that all of its personnel and all subcontractor personnel comply with this requirement prior to arriving on site.

Repeated non-compliance shall constitute a contractual default.

c- Purpose

This requirement is established to ensure the safety and security of students, school staff, and facilities, and to maintain strict access control within School Board properties.

Part 8 – Payment, Deficiencies, and Holdback

8.1. Payment

Payment shall be made only upon substantial completion and acceptance of the work by the Owner.

Partial payments are at the Owner's discretion.

8.2. Deficiencies

All deficiencies must be corrected prior to final payment.

The Owner may withhold payment until deficiencies are resolved.

8.3. Holdback

Statutory holdback shall apply in accordance with the Construction Act (Ontario), unless otherwise directed.

Part 9 – Damage, Protection, and Liability

9.1. Damage to Property

Contractor is responsible for repairing, at their own cost, any damage caused to existing buildings, finishes, furniture, or landscaping.

9.2. Protection

Protection of existing conditions is mandatory and included in the price.

Part 10 – Emergency Work & After-Hours Response

10.1. Emergency Response

Contractor must respond promptly to urgent issues caused by their work.

Emergency corrective actions required due to Contractor error shall be at no additional cost.

Part 11 – Termination

11.1. Termination for Convenience

The Owner reserves the right to terminate the work at any time.

Payment will be made only for work satisfactorily completed to date.

11.2.Termination for Cause

Failure to comply with schedule, safety, or scope requirements may result in immediate termination.

Part 12 – Insurance & Indemnification (Simplified)

12.1.Insurance

Contractor shall carry general liability insurance acceptable to the Owner for the duration of the work.

12.2.Indemnification

Contractor shall indemnify and hold harmless the Owner from claims arising from the Contractor's work.