

**KGH Kidd-Davies Dishwasher
Room Renovation
KHSC # PLO26-0005
REQUEST FOR QUOTE**

FOR:

KINGSTON HEALTH SCIENCES CENTRE
24 BARRIE STREET, KINGSTON, ON K7L 2V7

ISSUED DATE:

WEDNESDAY, JULY 8, 2026

TABLE OF CONTENTS

DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 21 13 - INSTRUCTIONS TO BIDDERS
- 00 41 00 - BID FORM
- 00 73 00 - SUPPLEMENTARY CONDITIONS

DIVISION 01 — GENERAL REQUIREMENTS

- 01 11 00 - SUMMARY OF WORK
- 01 14 00 - WORK RESTRICTIONS
- 01 21 00 - ALLOWANCES
- 01 25 00 - SUBSTITUTION PROCEDURES
- 01 26 00 - CONTRACT MODIFICATION PROCEDURES
- 01 29 00 - PAYMENT PROCEDURES
- 01 31 19 - PROJECT MEETINGS
- 01 32 00 - CONSTRUCTION PROGRESS DOCUMENTATION
- 01 33 00 - SUBMITTAL PROCEDURES
- 01 35 00 - SPECIAL PROCEDURES
- 01 35 30 - HEALTH AND SAFETY REQUIREMENTS
- 01 35 33 - INFECTION CONTROL GUIDELINES FOR CONSTRUCTION
- 01 40 00 - QUALITY REQUIREMENTS
- 01 51 00 - TEMPORARY UTILITIES
- 01 52 00 - CONSTRUCTION FACILITIES
- 01 56 00 - TEMPORARY BARRIERS AND ENCLOSURES
- 01 61 00 - COMMON PRODUCT REQUIREMENTS
- 01 71 00 - EXAMINATION AND PREPARATION
- 01 73 00 - EXECUTION
- 01 73 29 - CUTTING AND PATCHING
- 01 74 00 - CLEANING AND WASTE MANAGEMENT
- 01 77 00 - CLOSEOUT PROCEDURES
- 01 78 00 - CLOSEOUT SUBMITTALS
- 01 79 00 - DEMONSTRATION AND TRAINING

DIVISION 02 — EXISTING CONDITIONS

- 02 41 99 - DEMOLITION
- 02 61 33 - DESIGNATED SUBSTANCES REPORT

SECTION 00 21 13 INSTRUCTIONS TO BIDDERS

1.1 COMPLIANCE

- A. The bidder acknowledges that by submitting a compliant bid, it has accepted an offer by the *Owner* to enter into a “bid contract” for the evaluation of bids and the award of the *Contract*, if an award is made. The bidder acknowledges that the terms of the “bid contract” are represented by the Bid Documents.
- B. A bid which fails to comply with the requirements of these Instructions to Bidders may cause a bid to be declared non-compliant.

1.2 INTENT

- A. The intent of this Bid call is to obtain an offer to perform work to complete the *Kingston Health Sciences Centre / KGH Kidd-Davies Dishwasher Room Renovation* for a Stipulated Price contract, in accordance with the *Contract Documents*.
- B. Initiate work within 2 weeks of receipt of notice of *Contract* award.
- C. Achieve *Ready-for-Takeover* and *Total Completion of the Work* by the *Scheduled Ready-for-Takeover Date* and *Scheduled Total-Completion Date* as defined by Supplementary Conditions 2.2 H. and 2.2 I.

1.3 CONTRACT DOCUMENTS IDENTIFICATION

- A. *Contract Documents* are identified as *Kingston Health Sciences Centre / KGH Kidd-Davies Dishwasher Room Renovation Owner’s* project number *PL026-0005*, *Callidus Engineering Inc.*, *Contract* number CE-6505 as prepared by *Callidus Engineering Inc.*, Prime Consultant; *Callidus Engineering Inc.*, Mechanical & Electrical Consultant.
- B. The form of *Contract* for this project will be the CCDC 2-2020 and Supplementary Conditions included in section 00 73 00.
- C. The following documents form the basis of this bid process (the “Bid Documents”):
 - 1. Instructions to Bidders
 - 2. Bid Forms
 - 3. Agreement, Definitions and General Conditions of the CCDC 2-2020
 - 4. Supplementary Conditions
 - 5. *Specifications* (per List of Contents)
 - 6. *Drawings* (per List of Drawings)
 - 7. Addenda issued during bidding period
- D. Check Bid Documents for completeness upon receipt. Inform *Consultant* immediately should any documents be missing or incomplete or upon finding any discrepancies or omissions.
- E. Documents obtained from sources other than the Prime Consultant may be incomplete or otherwise deficient. Bidders assume all risks associated with the use of such documents.
- F. Unauthorized reproduction of Bid Documents is prohibited without written consent of the *Consultant*.
- G. The Bid Documents are made available only for the purpose of submitting bids for the *Project*. Availability and/or use of the Bid Documents do not confer a license or grant for any other purpose.
- H. Except as otherwise defined in these Instructions to Bidders, the defined terms in these Bid Documents are taken from the *Contract*. The term *Contract* is defined in the Agreement.

1.4 CONDITIONS OF THE PLACE OF THE WORK

- A. The *Place of the Work* is located at the *Kingston General Hospital Site, 76 Stuart St., Kingston, Ontario.*
- B. Before submitting a bid, investigate the *Place of the Work* to fully ascertain existing conditions, circumstances and limitations affecting the *Work*. No allowances will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence prior to submitting a bid.

1.5 MANDATORY SITE MEETING

- A. A mandatory site meeting has been scheduled to take place on ***July 14, 2026 @ 11:00 h*** and is to commence from the ***76 Stuart Street Kingston General Hospital at the Kidd-Davies main entrance, meeting adjacent to the Tim Horton's.*** All prequalified general contract bidders and mechanical and electrical subcontract bidders must attend and will be required to sign the "Site Meeting Log" to confirm their attendance.
- B. **All general contractor bidders and mechanical and electrical subcontract bidders are to advise the Consultant and Owner of their intent to bid and identify name(s) of individuals that will be attending the Mandatory Site Meeting by 16:00 h July 13, 2026.**
 - 1. *Consultant* representative:
Derek Reid
Callidus Engineering Inc.
Phone: 343-363-7600
Email: derek@callidus.ca
 - 2. *Owner* representative:
Jamie Thompson
Kingston Health Sciences Centre
Phone: 613-329-2358
Email: jamie.thompson@kingstonhsc.ca
- C. Bidders not in attendance at the mandatory site visit, as determined by the "Site Meeting Log" will not be permitted to submit a bid for this project. Bids received by the *Owner*, submitted by general contract bidders not in attendance will be returned unopened.

1.6 PREQUALIFICATION

- A. The following bidders have been prequalified:
 - 1. Bradford Construction Ltd.
 - 2. David J. Cupido Construction Ltd.
 - 3. Emmons & Mitchell Construction (2000) Ltd.
 - 4. Frecon Construction Ltd.
 - 5. Gen-eer Construction Ltd.
 - 6. Integricon Property Restoration & Construction Group Inc.
 - 7. Jumec Construction Inc.
 - 8. K. Knudson Construction Ltd.
 - 9. M. Sullivan & Son Ltd.
 - 10. Tom Belch & Sons Building Contractors Ltd.
- B. Bidders must use *Subcontractors* from the following prequalified list:
 - 1. Mechanical Subcontract Bidders:
 - a. Alex McCoy Plumbing & Heating Ltd.
 - b. Allen Mechanical Inc.
 - c. Brough Sheet Metal Co. Ltd.
 - d. E.S. Fox Ltd.
 - e. Hamilton Smith Ltd.
 - f. Kelson Mechanical Eastern Inc.

- g. Modern Niagara Toronto Inc.
- 2. Electrical Subcontract Bidders:
 - a. Earl Carr Electric Canada Ltd.
 - b. E.S. Fox Ltd.
 - c. Irwin Electrical Contracting
 - d. McClement Electric Ltd
 - e. Modern Niagara Toronto Inc.
 - f. Parallel electric Ltd.
- 3. BAS / Fire Alarm
 - a. Siemens

C. Bids received from bidders which have not been prequalified shall be returned unopened.

1.7 BID AND PERFORMANCE SECURITY

- A. Each bid submitted shall be accompanied by bid security in the form of a Bid Bond in an amount of not less than 10% of Bid price submitted, naming the *Owner* as obligee and issued by a surety licensed to conduct surety and insurance business in Ontario. The bid security is for the benefit of the *Owner* and stands as security that the bidder, if awarded the *Contract*, will deliver the performance security and evidence of insurance and other documents required by these Instructions to Bidders or by the *Contract*, and will execute the *Contract*. The bid security shall remain valid for a period of ninety (90) days from the date of bid submission. No other form of bid security is acceptable.
- B. The bid security of the bidder whose bid is accepted will be retained by the *Owner* to compensate the *Owner* for the damages it will suffer should the successful bidder fail to execute the *Contract* and/or fail to provide the specified performance security and/or evidence of insurance and other documents required by these Instructions to Bidders or by the *Contract*.
- C. The bid security of the bidder whose bid is accepted will be returned after the delivery of the specified performance security and evidence of insurance and other documents required by these Instructions to Bidders or by the *Contract*, and after the execution of the *Contract*. The bid security of all other bidders will be returned after the execution of the *Contract* or after the expiry of this bid process without an award of *Contract* or after the rejection of all bids.
- D. Each bid shall be accompanied by an agreement to bond issued by the same surety company that provides the bid bond, undertaking to provide a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Material Payment Bond, both to be delivered to the *Owner* if the bidder is awarded the *Contract*.
- E. Bids not accompanied by the required bid security, the required agreement to bond and declaration of insurance may be declared non-compliant and be disqualified at the discretion of the *Owner*.
- F. Include the cost of all bonds in the bid price.
- G. All forms shall be latest CCDC approved bonding forms.

1.8 UNDERTAKING OF INSURANCE

- A. Provide signed "Undertaking of Insurance" on standard form provided by insurance company stating intention to provide insurance to Bidder in accordance with insurance requirements of *Contract Documents*. Include this form with Bid submission.

1.9 AMENDMENTS TO BID DOCUMENTS

- A. Direct questions arising during the bidding period to:

Derek Reid
Callidus Engineering Inc.

Fax: n/a
Email: derek@callidus.ca

- B. The Bid Calling Authority shall be the sole contact for bidding inquiries on this *Project*.
- C. Neither the *Owner* nor the *Consultant* will be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications or amendments which affect the Bid Documents may only be made in writing by written addendum.
- D. If bidders find discrepancies, omissions, errors, departures from building by-laws, codes or good practice, and points considered to be ambiguous or conflicting, they shall bring them to the attention of the Bid Calling Authority in writing, and not less than seven (7) *Working Days* before the bid closing date, so that the *Consultant* may, if the *Consultant* deems it necessary, issue instructions, clarifications or amendments by addendum to all bidders prior to the bid closing date. The *Consultant* will endeavor to issue such addenda at least forty-eight (48) hours prior to bid closing.
- E. Addenda issued during the bidding period shall become part of the Bid Documents and their receipt shall be acknowledged in the space provided on the Bid Form. Addenda will be sent to all bidders. Associated costs shall be included in the Base Bid.

1.10 REQUESTS FOR CLARIFICATION

- A. The *Consultant* may contact any one or more bidders to request clarification without any obligation to contact other bidders. Such additional clarification shall be provided promptly by the bidder to the *Consultant*.
- B. Requests for information shall not be construed as acceptance of a bid.

1.11 PRODUCT/SYSTEM OPTIONS

- A. Where Bid Documents stipulate a particular product, consideration for *Consultant* approved equivalents will be considered by *Consultant* up to ten (10) days before receipt of Bids.
- B. Bidders shall supply the *Consultant* with all pertinent data required to carry out a detailed review of the proposed equivalent.
- C. When a request to substitute a product is made, *Consultant* may approve equivalents and will issue an Addendum to known bidders.
- D. In submission of equivalents to products specified, Bidders shall include in their Bid, any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in work necessitated by use of substitutions shall not be considered.
- E. Unless equivalents are submitted in this manner and subsequently accepted, provide products as specified.

1.12 VALUE ADDED TAXES

- A. The bid price shall not include any *Value Added Taxes*. All other eligible taxes shall be included in the bid price. Any taxes or increases to taxes announced prior to the date of the issuance of the Bid Documents and scheduled to come into effect subsequent to it shall be taken to be included in the bid price.

1.13 BID COMPLETION

- A. Fill in all blank spaces on the Bid Forms in ink, or typewritten, providing all information requested, and ensure an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the Bid Form and failure to fill in all blank spaces may result in a bid being declared non-compliant at the *Owner's* discretion.

- B. Use only the Bid Form issued as part of the Bid Documents for this Project. If any or all pages of the Bid Forms are amended by addendum, the Bid Form will be reissued in its entirety. The latest Bid Form shall be used when submitting as bid. Failure to comply with this paragraph may result in the bid being declared non-compliant at the *Owner's* discretion.
- C. Information provided by bidders on the Bid Forms may be amended prior to bid closing, provided corrections are initialed by an authorized representative of the bidder. Other modifications, erasures, additions, conditions, qualifications or un- initialed pre-closing amendments may result in the bid being declared non-compliant at the *Owner's* discretion.
- D. Bids that are not originals, are unsigned, improperly signed, un- initialed, incomplete, conditional or illegible, may be declared non-compliant at the *Owner's* discretion.
- E. Bid Price
 - 1. The Bid Form provides that the bid price shall be provided in numbers and expanded written text.
 - 2. Where the Bid Forms require the bidder to provide a breakdown of the bid price, the bid price shall govern in the case of conflict or ambiguity between the bid price and the sum of the breakdown of the bid price.
 - 3. In the case of a conflict or ambiguity between the numeric and written bid price, the numeric price shall govern.
- F. Listing of *Subcontractors*
 - 1. Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – List of *Subcontractors*, naming the *Subcontractors* and *Suppliers* which the bidder will employ to perform an item of the *Work* called for by the *Contract*. Failure of the bidder to list *Subcontractors* and *Suppliers*, where required, or the listing by a bidder of more than one *Subcontractor* and *Supplier* to perform or supply an item of work listed, may result in the bid being declared non-compliant.
 - 2. Where a bidder lists “own forces” in lieu of a *Subcontractor*, the bidder shall carry out such item of the *Work* with its own forces. Where “own forces” have been listed by a bidder, the *Owner* reserves the right to obtain information from the bidder and from third parties respecting the qualifications and experience of the bidder’s “own forces” for such item of the *Work*. If the *Owner*, acting reasonably, determines that the bidder’s “own forces” are not sufficiently qualified or sufficiently experienced to undertake such item of the *Work*, it may reject the bid.
- G. Itemized Prices: Where required by the Bid Document, a bidder shall complete and submit a Supplementary Bid Form – Itemized Prices. The costs associated with Itemized Prices shall be included in the base bid and are provided to the *Owner* for informational purposes. The *Owner* reserves the right to use such pricing to delete scope from the project for budgetary reasons, at their discretion.
- H. Identified Prices: Where required by the Bid Document, a bidder shall complete and identify on their submitted bid form. The costs associated with Identified Prices shall be included in the base bid and are provided to the *Owner* for informational purposes.
- I. Alternative Prices: Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – Alternative Prices. Alternative prices shall show the net difference in cost of supplying and installing the alternative constructions or materials in lieu of the constructions or materials indicated on the drawings and/or described in the specifications. The *Owner* reserves the right to accept or reject any or all alternative prices, at their discretion.
- J. Unit Prices: Where required by the Bid Documents, a bidder shall complete and submit a Supplementary Bid Form – Unit Prices. Submit Unit Prices for the items of work listed. Unit Prices shall show the total cost of supplying and installing work listed. Unit Prices shall include all overhead and profit for the *Contractor* and *Subcontractor* and shall follow the intent and

conditions for each part of the work indicated on the drawings and/or described in the specifications.

- K. Separate Prices: Provide separate prices for items of work as listed on the Bid Form. Separate Prices ARE NOT included in the Base Bid submitted. The *Owner* reserves the right to accept or reject any or all alternative prices, at their discretion.

1.14 BID ELIGIBILITY

- A. Bid eligibility will be determined by and at the discretion of the *Owner* and Bid Calling Authority based on the requirements set by the Bid Documents.
- B. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared informal at the discretion of the *Owner*.
- C. The *Owner* reserves the right to obtain additional information from the bidders following receipt of the bids and prior to the selection of a successful bidder, as required to aid in the review and selection of a successful bidder, including, but not limited to the correction of irregularities.

1.15 BID SUBMISSION

- A. Submit one (1) completed original of the Base Bid Form, and any required Supplementary Bid Forms, accompanied by the bid enclosures, in a sealed opaque envelope. Ensure that the outside of the envelope bears the bidder's return address and a label clearly identifying the *Project* Name and *Contract* Number for which the bid is submitted.
- B. Bids shall be signed under seal, executed, and dated and will be addressed to and received by:

Mr. Adam Bondy
Director Capital Projects and Planning
Kingston Health Sciences Centre / Kingston General Hospital
Planning Office
24 Barrie Street,
Kingston ON K7L 3J6

- C. Bids must be received before 15:00 h local time on August 5, 2026. The term "local time" shall mean the time as measured by the identified clock at the recipient's location.
- D. Bids will be date and time stamped at the place receiving the bids.
- E. Bids which are submitted by facsimile transmission or by electronic means will not be considered.
- F. Bidders are solely responsible for the method and timing of delivery of their bids.

1.16 BID EXPIRY PERIOD

- A. Bids shall be irrevocable for a period of ninety (90) days from the date of submission, after which period the bid expires.

1.17 BID OPENING AND EVALUATION

- A. Bids will be opened in public at the office of the *Owner*, located at *24 Barrie Street, Kingston, Ontario, Room 17-205* immediately following the close of bids.
- B. To gain access to the building, please call:
Jamie Thompson
Kingston Health Sciences Centre
Phone: 613-329-2358

- C. In the event that more than one envelope is received from the same bidder, only the last envelope received will be considered.
- D. The Bids will be reviewed by the Bid Calling Authority and the *Owner*.
- E. CCDC 23-2005 "A Guide to Calling Bids and Awarding Contracts" and CCA 29-1995 "A Guide on Standard Contracting and Bidding Procedures" will be used as guidelines in reviewing the bids.

1.18 AWARD OF CONTRACT, EXECUTION OF THE CONTRACT AND DOCUMENTS TO BE DELIVERED

- A. Bidders shall not issue or make any statements or news release concerning their bid, the bid process, the *Owner's* evaluation of the bids, or the *Owner's* award or cancellation of the bid process without the express written consent of the *Owner*.
- B. If the *Owner* decides to award the *Contract* to a bidder, the *Consultant* will issue a Letter of Intent on behalf of the *Owner*.
- C. Prior to commencing the *Work*, the *Contractor* shall deliver to the *Owner* the following:
 - 1. Performance Bond and the Labour and Material Payment Bond described in the Bid Documents, the form of such bonds to comply with the requirements of the *Contract*;
 - 2. Certificate of Insurance. Certified true copies of the insurance policies required by the Bid Documents shall be provided within 90 days of notice of award of contract; and
 - 3. Current Clearance Certificate issued by the Workplace Safety and Insurance Board.
 - 4. Schedule "A" – Key Personnel as outlined in 01 11 00 paragraph 1.2.
- D. The *Contractor* shall execute the *Contract* and deliver the executed original to the *Owner* within ten (10) *Working Days* of receipt from the *Consultant*.
- E. The *Owner* will be recognized as "*Kingston Health Sciences Centre*".

1.19 LIMIT OF LIABILITY

- A. The liability of the bidder to the *Owner* for loss and damage arising out of the bidder's breach of the "bid contract" shall be limited to the lesser of the actual loss suffered by the *Owner* and the amount indicated on the Bid Bond.
- B. The liability of the *Owner* to any bidder for loss and damage arising in tort or for the breach by the *Owner* of the "bid contract" shall be limited to the lesser of the sum of the Bid Bond and the reasonable cost to the bidder of preparing its bid.

1.20 DISPUTES

- A. In the event of a dispute arising in connection with this bid process including, without limitation, a dispute concerning the existence of the "bid contract" or a breach of the "bid contract", or a dispute as to whether the bid of any bidder was submitted on time or whether a bid is compliant, the *Owner* may refer the dispute to a confidential binding arbitration pursuant to the Arbitration Act, 1991, as amended, before a single arbitrator with knowledge of procurement/bidding law. In the event that the *Owner* refers the dispute to arbitration, the bidder agrees that it is bound to arbitrate such dispute with the *Owner*. Unless the *Owner* shall refer such dispute to binding arbitration, there shall be no arbitration of such dispute.
- B. In the event the *Owner* refers a dispute to binding arbitration, the *Owner* may give notice of the dispute to one or more of the other bidders who submitted bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the binding arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the binding arbitration.
- C. In the event the *Owner* refers a dispute to binding arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant

documents, and submit to a binding arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.

- D. This Article is not intended to form part of any "bid contract" that may come into being between a bidder and any prospective *Subcontractor* or *Supplier* of that bidder.

END OF INSTRUCTIONS TO BIDDERS

SECTION 00 41 00
BID FORM

Name of Contractor:

Bid For: Kingston Health Sciences Centre
KGD Kidd-Davies Dishwasher Room Renovation
Kingston, Ontario.

To: Adam Bondy
Director Capital Projects and Planning
Kingston Health Sciences Centre
Planning Office
24 Barrie Street,
2nd Floor, Room 17-214
Kingston ON K7L 3J6

We, the undersigned, having carefully examined the Bid Documents, visited the site, and taken into account all conditions affecting the *Work*, hereby offer to furnish all necessary Labour, *Products* and *Construction Equipment* required to perform expeditiously, and complete in a satisfactory manner, the above mentioned *Project* in accordance with the Bid Documents, for the Stipulated Sum of

.....
.....dollars (\$)

We confirm that the above sum includes all applicable taxes, royalties, custom duties, overhead and profit, insurance premiums, permits, and all other charges at the date of this Bid, and is not subject to revisions due to changes in the cost of labour, materials or other items, but does not include any *Value Added Taxes*.

1.1 VALUE ADDED TAXES

The Stipulated Sum does not include *Value Added Taxes*.

1.2 SITE SUPERVISION

A. MANDATORY bid requirement – Reference 01 35 33 – Infection Control Guidelines for Construction. All construction site supervisors shall be CSA trained and be able to provide proof of course completion by the Canadian Standard Association in CSA Z317.13 Infection Control during Construction, Renovation and Maintenance of Health Care Facilities. Third party training is not accepted. *Failure to provide this at time of Bid shall result in disqualification of the bid.*

B. Proposed Site Supervisor

1.3 SUBCONTRACTS

We list hereunder the names of the *Subcontractors* whose bids we have used in our Bid and with whom we intend to award subcontracts, if awarded the *Contract*. We acknowledge that no changes to the list will be made without the *Consultant's* approval.

1.4 TRADE NAME

Demolition

Gypsum Board, Framing

Acoustical Panel Ceiling, Suspension

Flooring

Painting / Elastomeric Coating

Mechanical Prime

Electrical Prime

1.5 VALIDITY OF THE BID

Our bid will remain in good standing for a period of ninety (90) days after the closing date of general contract bids.

1.6 COMPLETION OF THE WORK

We understand the sequence of work as outlined in the Project Manual and undertake to complete the work within _____ weeks.

1.7 ACCEPTANCE OF THE BID

We recognize the right of the *Owner* not to accept the lowest or any other bid received.

1.8 ALTERNATIVES

We hereby submit for your consideration the following alternatives and understand that the *Owner* may reject any or all of these proposals:

SPEC SECTION	ADD TO STIPULATED SUM	DEDUCT FROM STIPULATED SUM
_____	_____	_____
_____	_____	_____
_____	_____	_____

1.9 ENCLOSURES

We enclose herewith the following:

- A. Letter of Consent from the Surety Company.
- B. A Bid Bond made out in favour of the *Owner* in the amount of 10% of the Bid Price.
- C. Undertaking of Insurance.
- D. A copy of Site Supervisor Certificate of Attendance for the Fundamentals of Infection Control during Construction, Renovations or Maintenance of Health Care Facilities

1.10 ADDENDA

We acknowledge receipt of the following addenda issued during the bidding period.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

Addendum No. _____ dated _____.

1.11 BID EVALUATION

We understand that the Bid will be evaluated based on the Base Bid only and the below Identified prices are included in the Base Bid.

Dated at _____

This _____ Day of _____ 2026.

Seal (If a Corporation)

Signature of Bidder

END OF BID FORM

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS

AMENDMENTS TO THE STIPULATED PRICE CONTRACT, CCDC2-2020

The Standard Construction Document for Stipulated *Price the Contract*, English version, consisting of the Agreement Between *the Owner* and the *Contractor*, Definitions, and General Conditions of the Stipulated *Price the Contract*, Parts 1 to 13 inclusive, governing same is hereby made part of these *the Contract Documents*, with the following amendments, additions and modifications:

PART 1 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

1.1 ARTICLE A-1 THE WORK

- A. Delete paragraph 1.3 and replace it with the following:
“1.3 commence the *Work* by the 7 day of September in the year 2026 and, subject to adjustment in the *Contract Time* as provided for in the *Contract Documents* attain *Ready-for Takeover*, by the *Scheduled Ready-to-Takeover Date*; and attain the *Total Completion of the Work* by the *Scheduled Total Completion Date*. (Refer to Section 00 21 13, *Instruction to Bidders Item 1.2 B*)

1.2 ARTICLE A-5 – PAYMENT

- A. Amend paragraph 5.1.3, in the first line, by deleting the words “the issuance of the” and replacing them with “receipt of the *Consultant*’s”.
- B. Delete paragraph 5.2.1 and replace it with the following:
“Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or a court, interest shall also become due and payable on such unpaid amounts at 1% above the prime rate. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by Bank of Canada for prime business loans as it may change from time to time.”
- C. Amend paragraph 5.2.1(1) by deleting “for the first 60 days”.
- D. Delete paragraph 5.2.1(2) and replace it with “Intentionally deleted”.

1.3 ARTICLE A-6 – RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

- A. Delete paragraph 6.1 and replace it with the following:
“*Notices in Writing* between the parties or between them and the *Consultant* shall be considered to have been received by the addressee on the date of receipt if delivered by hand or by commercial courier or if sent during normal business hours by fax and addressed as set out below. Such *Notices in Writing* will be deemed to be received by the addressee on the next business day if sent by fax after normal business hours or if sent by overnight commercial courier. Such *Notices in Writing* will be deemed to be received by the addressee on the fifth *Working Day* following the date of mailing, if sent by pre-paid registered post, when addressed as set out below. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this Article.”

1.4 ARTICLE A-8 – SUCCESSION

- A. Amend paragraph 8.1 by inserting “permitted” before “assigns”.

1.5 ARTICLE A-9 TIME OF THE ESSENCE

- A. Add new Article A-9 as follows:
“9.1 The *Contractor* acknowledges and agrees that one of the reasons the *Contractor* was selected for the *Work* is the *Contractor*’s representation and warranty that it will attain *Ready-for-Takeover* and the *Total Completion of the Work* by the dates set out in Article A-1, paragraph 1.3, and the *Contractor* acknowledges and agrees that they have been advised by the *Owner* that it is critical to

the *Owner* that *Ready-for-Takeover* be achieved by the prescribed dates and that time is of the essence of this *Contract*.

- 9.2 No approval or consent of, or certification, inspection, review, comment, verification, confirmation, acknowledgement or audit by, any governmental authority, the *Owner*, or the *Consultant*, or anyone on their behalf, shall relieve the *Contractor* from performing or fulfilling any of its obligations under the *Contract*. Without limitation, whenever any drawings, plans, procedures, programs or other work product of the *Contractor* requires any review, inspection, comment or approval by any governmental authority, the *Owner*, or the *Consultant*, or anyone on their behalf, any such review, inspection, comment or approval shall not, in any way, reduce or modify any of the *Contractor's* obligations under the *Contract*.
- 9.3 If any part of the *Contract* or the application of such part to any party, person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of the *Contract*, or the application of such part to any other party, person or circumstance, shall not be affected thereby and each provision of the *Contract* shall be valid and enforceable to the fullest extent permitted by law.
- 9.4 The terms of the *Contract*, which by their nature are continuing, shall survive the termination or other expiration of the *Contract*.
- 9.5 This Agreement, including the *Contract Documents* described herein and the attachments, documents and other agreements to be furnished or executed in connection herewith, supersede all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter hereof. No modification to the *Contract* shall be effective unless made in writing signed by both the *Owner* and the *Contractor*, unless otherwise provided for herein.
- 9.6 This Agreement may be executed at different times and in counterparts, each of which when executed and delivered, including any counterpart executed by a Party and transmitted by email by way of pdf attachment or facsimile transmission, shall be deemed an original, but all of which together will constitute one and the same instrument binding upon the parties hereto, notwithstanding that all such parties may not have executed the same counterpart. Signature and delivery by any party of signature pages by an electronic signature service shall be as binding an execution and delivery of this Agreement by such party as if the party had delivered an actual physical original of this Agreement with an ink signature from such party."

PART 2 - DEFINITIONS

2.1 AMEND DEFINITION OF, "*CONSULTANT*", BY ADDING THE FOLLOWING TO THE END OF THAT DEFINITION:

- A. "For purposes of the *Contract*, the terms "*Consultant*", "Architect" and "Engineer" shall be considered synonymous."

2.2 ADD THE FOLLOWING NEW DEFINITIONS:

- A. "'*Act*' means the *Construction Act* (Ontario), RSO 1990, c C.30."
- B. "'*Commissioning*' means the process of putting the *Work* or any part thereof into operation and includes Start-Up, Verification and Performance Testing as described in the *Contract Documents*."
- C. "'*COVID-19*' means the novel coronavirus infectious disease SARS-CoV-2 as referenced by the World Health Organization, including all related viruses, diseases, or variants, and any subsequent waves."
- D. "'*Dispute*' has the meaning ascribed in GC 8.1.1."
- E. "'*Environmental Programs*' means the environmental plans, programs, procedures and requirements of the *Owner*. The *Environmental Programs* incorporate the *Owner's* infection control program including measures to suppress dust and noise and to avoid conditions likely to propagate mould or fungus of any kind."

- F. “‘*Key Personnel*’ means the project managers, superintendents, coordinators or other personnel of the *Contractor*, if any, identified in Schedule “A” – Key Personnel to the *Contract*. Reference project manual section 01 11 00 and Schedule “A” submittal.
- G. “‘*OHSA*’ means the *Occupational Health and Safety Act* (Ontario), RSO 1990, c O.1, as amended, and all regulations passed thereunder.”
- H. “‘*Scheduled Ready-for-Takeover Date*’ means September 21, 2026.”
- I. “‘*Scheduled Total Completion Date*’ means September 30, 2026.”
- J. “‘*Submittals*’ are documents, items or other forms of information required by the *Contract Documents* to be provided by the *Contractor* to the *Owner* or the *Consultant*, and include, without limitation: (a) *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be fabricated and incorporated into the *Work*; and (b) *Record Drawings*, manuals and other close-out documentation to provide instructions for the operation and maintenance of the *Work*”.
- K. “‘*Total Completion of the Work*’ means the date that the *Work* is fully complete as prescribed by the *Contract Documents*, including, without limitation, the rectification of all defects and deficiencies.”
- L. “‘*WSIB*’ means the *Workplace Safety & Insurance Board*.”

PART 3 - GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

3.1 GC 1.1 - CONTRACT DOCUMENTS

- A. Amend paragraph 1.1.3 by inserting “Applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 – PROJECT REQUIREMENTS,” at the beginning of the first sentence.
- B. Amend paragraph 1.1.4 by inserting “Except for its obligations to review under GC 1.1.3 and to report under this GC 1.1.4,” at the beginning of the first sentence and by adding “Neither the *Owner* nor the *Consultant* will be responsible for oral instructions.” after the second sentence.
- C. Amend paragraph 1.1.5.1 by moving the reference to “Supplementary Conditions” to the top of the order of priority.
- D. Delete subparagraph 1.1.5.5 in its entirety and substitute new subparagraph 1.1.5.5 as follows:
“In case of discrepancies, noted materials and annotations shall take precedence over graphic indications in the *Contract Documents*.”
- E. Add the following as paragraph 1.1.6.3:
“The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* in respect to such divisions. The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangement and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangement and sizes from study and coordination of the *Drawings*, including *Shop Drawings* and shall become familiar with conditions and spaces affecting these matters before proceeding with the *Work*. Where site conditions require reasonable minor changes in indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the *Owner*. Similarly, where known conditions or existing conditions interfere with new installation and require relocation, the *Contractor* shall include such relocation in the *Work*. The *Contractor* shall arrange and install fixtures and equipment in such a way as to conserve as much headroom and space as possible. The schedules are that portion of the *Contract Documents* wherever located and whenever issued, compiling information of similar content and may consist of *Drawings*, tables and/or lists.”

- F. Delete paragraph 1.1.8 in its entirety and substitute new paragraph 1.1.8:
“1.1.8 The *Owner* shall provide the *Contractor*, without charge, up to six copies of the *Contract Documents* if requested in writing.”
- G. Amend paragraph 1.1.9 by adding the following to the end of the paragraph:
“The *Specifications* may be divided into Divisions and the Divisions into Sections for the purpose of convenience, but a Section may consist of work of more than one *Subcontractor* or *Supplier*. The *Specifications* are intended to be read as a whole.”
- H. Delete paragraph 1.1.10 in its entirety and substitute new paragraph 1.1.10 as follows:
“1.1.10 The design information furnished to the *Contractor* as part of the *Contract Documents*, including the *Drawings* and *Specifications*, are the property of the *Owner* and/or the *Consultant*, and are to be used by the *Contractor* only for the purposes of performing the *Work*. The *Contractor* shall not copy, alter or utilize the aforesaid design information for any purpose unrelated to the *Work* without written authorization from the *Owner* and the *Consultant*.”
- I. Add new paragraph 1.1.12 as follows:
“1.1.12 The table of contents, titles, section headings, running headlines and marginal notes contained in the *Contract Documents* are solely to facilitate reference to various provisions of the *Contract Documents* and in no way affect or limit the interpretation or construction of the provisions to which they refer.”

3.2 GC 1.4 ASSIGNMENT

- A. Delete paragraph 1.4.1 in its entirety and substitute new paragraph 1.4.1 as follows:
“1.4.1 The *Contractor* shall not assign the *Contract* or any of its rights or interest in the *Contract*, nor shall the *Contractor* assign or subcontract all or substantially all of the *Work* or the *Contractor's* responsibilities under the *Contract* to a single *Subcontractor* or any other person, without the prior written consent of the *Owner*, which consent may not be unreasonably withheld. The *Owner* may assign the *Contract* without the consent of the *Contractor* upon providing *Notice in Writing* to the *Contractor*. ”

3.3 GC 1.5 PROJECT REQUIREMENTS

- A. Add new paragraph 1.5.1 as follows:
“1.5.1 The *Contractor* represents, covenants and warrants to the *Owner* that:
- .1 it has the necessary high degree of experience and expertise required to perform the *Work* and it will in the performance of the *Work* exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor providing similar services for hospital projects of a similar nature, and the *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*;
 - .2 the personnel it assigns to the *Project* are experienced and it has a sufficient staff of qualified and competent personnel to replace its designated *the Contract* personnel referred to in GC 3.5, subject to the *Owner's* approval, in the event of death, incapacity, termination or resignation;
 - .3 there are no pending, threatened or anticipated claims or litigation involving the *Contractor* that would have a material adverse effect on the financial ability of the *Contractor* to perform the *Work*, and
 - .4 it will achieve *Ready-for-Takeover* and the *Total Completion Date* by the date set out in Article A-1, paragraph 1.3.”

3.4 GC 2.2 - ROLE OF THE CONSULTANT

- A. Amend paragraph 2.2.3 by adding the following to the end of that paragraph:

“The presence of such project representatives at the *Place of the Work* or the *Work* shall not relieve the *Contractor* from any responsibility to perform the *Work* as required by the *Contract Documents*.”

- B. Amend paragraph 2.2.5 by: (a) adding the word “, schedules” after the word “techniques”; (b) adding the words “to the *Contractor*” after the words “the *Consultant* will not be responsible” in the first sentence, (c) adding to the following to the end of the second sentence “or to adhere to the construction schedule”, and (d) adding the following sentence to the end of the paragraph: “the *Consultant* will not have control over, charge of or be responsible for the acts or omissions of the *Contractor*, *Subcontractors*, *Suppliers*, or their agents, employees, or any other person performing any portion of the *Work*.”
- C. Amend paragraph 2.2.6 by deleting the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER” and capitalizing “the”.
- D. Amend paragraph 2.2.7 by adding “the *Contractor* or the *Owner* on its own behalf or on behalf of” after the word “by” in the second line.
- E. Amend paragraph 2.2.12 by: (a) deleting the word “will” and replacing it with the word “may”; and (b) adding the following to the end of that paragraph:

“The *Contractor* shall be responsible for requesting any additional instructions or clarifications that may be required from the *Consultant* which are needed for the performance of the *Work*, and shall request such instructions or clarifications in time to avoid any delay or additional cost of the *Work*. If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or the *Contract Time*, the *Contractor* shall, within ten (10) *Working Days* of receipt of a *Supplemental Instruction* provide the *Consultant* with a written notice to that effect. In the event that the *Contractor* needs additional information to determine whether a *Supplemental Instruction* involves an adjustment of the *Contract Price* or the *Contract Time*, the *Contractor* may issue a written request to the *Consultant* seeking such additional information. The *Contractor* shall, within ten (10) *Working Days* of receipt of such additional information, provide the *Consultant* with a written notice if, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or the *Contract Time*. Failure to provide written notification within the time stipulated in this paragraph 2.2.12 shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor* without adjustment in the *Contract Price* or the *Contract Time*.”
- F. Amend paragraph 2.2.13 by deleting the word “submittals” and replacing it with “*Submittals*”.
- G. Amend paragraph 2.2.18 by deleting the words “immediately engage a *Consultant* against whom the *Contractor* makes no reasonable objection and” and replace it with “engage a *Consultant*”.
- H. Add new paragraph 2.2.19 as follows:

“2.2.19 Neither the *Contractor* nor any *Subcontractor*, *Supplier* or other third party shall have any claim against the *Consultant* as a result of the performance or non-performance of the *Consultant*’s services. The *Contractor* shall include this provision in any contracts it makes with its *Subcontractors*, *Suppliers* and others and shall require such *Subcontractors*, *Suppliers* and others to include the same term in their contracts with sub-subcontractors, sub-suppliers and others.”

3.5 GC 2.3 – REVIEW AND INSPECTION OF THE WORK

- A. Amend paragraph 2.3.2 by inserting in line 1 “, *Commissioning*” after “inspections,” and inserting in line 3 “and *Commissioning*” after “inspection”.
- B. Amend paragraph 2.3.3 by inserting in line 1 “, *Commissioning*” after “certificates”.
- C. Amend paragraph 2.3.4 by inserting in line 2 “*Commissioning*” after “inspections,” and inserting in line 3 “or *Commissioning*” after “tests”.
- D. Amend paragraph 2.3.5 by inserting “Subject to paragraph 2.3.4” at the beginning of the third sentence.
- E. Amend paragraph 2.3.6 and paragraph 2.3.7 by inserting “or *Commissioning*” after “inspection” in all instances.

3.6 GC 2.4 - DEFECTIVE WORK

- A. Amend paragraph 2.4.1 by: (a) adding the words “or the *Owner*” after “the *Consultant*” in the first line; and (b) by adding the following to the end of the paragraph:

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

- B. Amend paragraph 2.4.3 by deleting the words “the difference in value between the work as performed and that called for by the *Contract Documents*” and inserting the words “the value of such work as is necessary to correct any non-compliance with the *Contract Documents*.”
- C. Add new paragraphs 2.4.4, 2.4.5, and 2.4.6 as follows:
- “2.4.4 The *Contractor* shall prioritize the correction of any defective work which, in the sole discretion of the *Owner*, adversely affects the day to day operation of the *Owner*.
- 2.4.5 Upon notification of a defect in the *Work*, the *Contractor* shall promptly, and no later than five (5) *Working Days*, provide a written statement outlining the proposed remedial measures and a schedule for implementation. Once approved by the *Consultant*, the *Contractor* shall proceed with the remedial measures without adversely affecting the construction schedule.
- 2.4.6 Notwithstanding any rejection of the *Work* by the *Consultant* or the *Owner*, or the deduction of an amount otherwise due to the *Contractor* by the *Owner* as a result of defective work, the *Contractor* is required to continue the *Work* in accordance with the *Contract Documents*.”

3.7 GC 3.1 - CONTROL OF THE WORK

- A. Amend paragraph 3.1.1 by inserting the words “schedule, coordinate and” after the word “effectively”.
- B. Amend paragraph 3.1.2 by adding the word “, schedules” after the word “techniques” and by adding the following to the end of the sentence: “and shall coordinate the *Work* so as not to interfere with, interrupt, obstruct, delay, or otherwise affect, the work of others”.
- C. Add new paragraph 3.1.3:
- “3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected *Work*.”

3.8 GC 3.2 - CONSTRUCTION BY THE OWNER OR OTHER CONTRACTORS

- A. Delete subparagraphs 3.2.2.1 and 3.2.2.2 in their entirety.
- B. Amend paragraph 3.2.3.2 by adding the following to the end of that paragraph:
- “, and for *Other Contractors* or the *Owner’s* own forces, the *Contractor* shall assume overall responsibility for compliance with *OHS*A and all other aspects of the applicable health and safety legislation of the *Place of the Work*, including the responsibilities of the “constructor” under *OHS*A.”
- C. Amend paragraph 3.2.3.4 by adding the following to the end of that paragraph:
- “Failure by the *Contractor* to so report shall invalidate any claims against the *Owner* by reason of the deficiencies in the work of *Other Contractors* or the *Owner’s* own forces except for those deficiencies not then reasonably discoverable;”
- D. Add new subparagraph 3.2.3.5:
- “Subject to GC 9.4 CONSTRUCTION SAFETY, for the *Owner’s* own forces and for the *Other Contractors*, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in the *Place of the Work*, including all of the responsibilities of the constructor under the *OHS*A.”
- E. Delete the last sentence of paragraph 3.2.5.

F. Delete paragraph 3.2.6 in its entirety and substitute the following:

“3.2.6 Entry by the *Owner*, the *Owner's* forces and/or by *Other Contractors* does not indicate acceptance of the *Work* and does not relieve the *Contractor* of any responsibility under the *Contract* including the responsibility to complete the *Work*.”

G. Add new paragraph 3.2.7 as follows:

“3.2.7 Placing, installing, application and connection of work by the *Owner*, the *Owner's* own forces, and/or by *Other Contractors*, on and to the *Work* will not relieve the *Contractor's* responsibility to provide and maintain the specified warranties unless a defect has been created by the *Owner*, the *Owner's* own forces or *Other Contractors*.”

3.9 GC 3.3 - TEMPORARY WORK

A. Add new paragraph 3.3.4 as follows:

“3.3.4 Temporary or trial usage of any mechanical device, machinery, apparatus, equipment or materials shall not be construed as evidence of acceptance of the same and no claim for damage shall be made by the *Contractor* for damage to or breaking of any part of such work which may be used.”

3.10 GC 3.4 - CONSTRUCTION SCHEDULE

A. Delete paragraph 3.4.1 and replace it with the following new paragraph 3.4.1 as follows:

“3.4.1 The *Contractor* shall:

- .1 unless it is required to be submitted earlier in accordance with the *Specifications*, then prior to site mobilization, submit to the *Owner* and the *Consultant* for their review and acceptance a construction schedule, indicating the critical milestone dates for the *Project* using a scheduling program which is approved by the *Consultant*, acting reasonably, to demonstrate that the *Work* will be performed in conformity with the *Contract Time* and the *Contract Documents*. The *Contractor* shall provide the schedule information required by this paragraph 3.5.1.1 in both electronic format and hard copy. Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule;
- .2 provide the necessary expertise and resources, including, without limitation, manpower and *Construction Equipment*, as are necessary to maintain progress under the accepted baseline construction schedule referred to in paragraph 3.4.1.1 or any successor or revised schedule accepted by the *Owner*;
- .3 monitor the progress of the *Work* on a weekly basis relative to the construction schedule, reviewed and accepted pursuant to paragraph 3.4.1.1, or any successor or revised schedule accepted in writing by the *Owner* pursuant to GC 3.4, update the construction schedule on a monthly basis, and advise the *Consultant* and the *Owner* by *Notice in Writing* of any variation from or slippage in the baseline construction schedule or any other schedule; and
- .4 if after applying the expertise and resources required under paragraph 3.4.1.2, the *Contractor* forms the opinion that the slippage in the construction schedule or any other schedule, reported in paragraph 3.4.1.3, cannot be recovered by the *Contractor*, it shall, in the same notice provided under paragraph 3.4.1.3, indicate to the *Consultant* if the *Contractor* intends to apply for an extension of the *Contract Time*.”

B. Add a new paragraph 3.4.2 as follows:

“3.4.2 Without limiting the other obligations of the *Contractor* under GC 3.4, the *Contractor* shall not amend the construction schedule without the prior written consent of the *Owner*. In addition, at each site construction meeting, the *Contractor* shall provide to the *Owner* and the *Consultant* a two (2) week look-ahead schedule indicating the major activities to be undertaken or constructed in such two (2) week period.”

C. Add new paragraph 3.4.3:

“3.4.3 If at any time it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, based on critical path methodology, or

if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to 3.4.1.3, the *Contractor* shall take appropriate steps to cause the actual progress of the *Work* to conform to the schedule and shall produce and present to the *Owner* and the *Consultant* a recovery plan demonstrating how the *Contractor* will achieve the recovery of the schedule. The *Owner* may instruct the *Contractor*, at the *Contractor's* expense, to employ additional labour and equipment or work overtime or employ any other reasonable procedures, at no expense to the *Owner*, to bring the *Work* back to conform with the schedule.”

3.11 GC 3.5 - SUPERVISION

- A. Delete paragraph 3.5.1 in its entirety and substitute new paragraph 3.5.1:
 - “3.5.1 The *Contractor* shall provide all necessary supervision and appoint competent representatives who shall be in attendance at the *Place of the Work* while *Work* is being performed. The appointed representatives shall not be changed except for valid reasons, and upon the *Contractor* obtaining the *Owner's* written consent, which consent shall not be unreasonably withheld.”
- B. Add new paragraphs 3.5.3, 3.5.4, 3.5.5, and 3.5.6 as follows:
 - “3.5.3 The *Contractor* shall employ competent *Key Personnel* who will not be removed or replaced during the course of the *Work* without the prior written consent of the *Owner*, which approval shall not be unreasonably withheld.
 - 3.5.4 The *Contractor's* site supervisor for the *Contract* shall devote their full time during working hours to the *Project* and remain at the *Place of the Work* until a final certificate of payment has been issued by the *Consultant* and all deficiencies in the *Work* have been rectified to the satisfaction of the *Owner*. The full-time site supervisor for the *Contract* shall be named in the Schedule “A” – *Key Personnel* and any acceptable replacement shall represent the *Contractor* at the *Place of the Work* and notices and instructions given to the site supervisor for the *Contract* by the *Consultant* shall be held to have been received by the *Contractor*.
 - 3.5.5 The *Owner* acting reasonably, shall have the right to give written notice to the *Contractor* who shall, within seven (7) days of receipt of the written notice, at the *Contractor's* sole expense, remove from the *Project* any representative or employee of the *Contractor*, *Subcontractors* or *Suppliers* who, in the opinion of the *Owner* are unacceptable or a detriment to the *Project*. The *Contractor* shall not be entitled to receive any compensation or extension of the *Contract Time* in connection with such removal.
 - 3.5.6 The supervisor appointed by the *Contractor* shall demonstrate competency in both spoken and written English.”

3.12 GC 3.6 - SUBCONTRACTORS AND SUPPLIERS

- A. Delete paragraph 3.6.2 in its entirety and substitute new paragraph 3.6.2:
 - “3.6.2 The *Contractor* agrees not to change *Subcontractors* without prior written approval of the *Owner*, which approval will not be unreasonably withheld. Where the *Contractor* wishes to change any identified *Subcontractors* or *Suppliers*, the *Contractor* shall set out in writing to the *Owner* sufficient reasons for the desired change. The *Owner* or *Consultant* shall advise the *Contractor* if the *Owner* agrees to the proposed change. If the *Owner* is not satisfied with the *Contractor's* reason for wanting to change an identified *Subcontractor* or *Supplier*, the *Contractor* shall be required to proceed with the identified *Subcontractor* or *Supplier*.”
- B. Amend 3.6.4 by inserting the following at the end of the paragraph:

“unless the request to change a proposed *Subcontractor* or *Supplier* is a result of issues with the ability of the *Subcontractor* or *Supplier* to complete the *Work* in a proper manner, in which case the *Contractor* will not be entitled to any change in the *Contract Price* or the *Contract Time*”.
- C. Add a new paragraph 3.6.7 as follows:
 - “3.6.7 The *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for work or services or *Products* required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*, where the *Owner* has identified, before bid close, the contract or contracts that are to be assigned to the *Contractor*.”

3.13 GC 3.7 - LABOUR AND PRODUCTS

- A. Amend paragraph 3.7.1 by: (a) adding the words “agents, *Subcontractors* and *Suppliers*” after the word “employees”; and (b) adding the following three new sentences to the end of that paragraph:
“Without in any way limiting the generality of the foregoing, the *Contractor* shall prepare and implement the job site rules more particularly described in the *Contract Documents*. If no job site rules are described in the *Contract Documents*, the *Contractor* shall draft job site rules for the review and approval of the *Owner*. Any such job site rules prepared by the *Contractor* shall be consistent with the *Contractor*’s duties and obligations under the *OHSA* and shall also include provisions making smoking and the consumption of alcohol or non-prescription drugs on the *Project* site the subject of discipline proceedings and/or termination of employment.”
- B. Amend paragraph 3.7.2 by adding the following sentence at the end of that paragraph:
“The *Contractor* represents and warrants that the *Products* provided in accordance with the *Contract Documents* are not subject to any conditional sales contracts and are not subject to any security rights claimed or obtained by any third party which may subject any of the *Products* to seizure and/or removal from the *Place of the Work*.”
- C. Delete paragraph 3.7.3 and replace it with the following:
“3.7.3 *Products* provided shall be new and shall conform to all current applicable specifications of the Canadian Standards Association, Canadian Standards Board or General Standards Board, ASTM, National Building Code, Ontario Building Code and all governmental authorities having jurisdiction at the *Place of the Work*, unless otherwise specified. *Products* which are not specified shall be of a quality consistent with those specified and their use acceptable to the *Consultant*. *Products* brought on to the *Place of the Work* by the *Contractor* shall be deemed to be the property of the *Owner*, but the *Owner* shall be under no liability for loss thereof or damage thereto arising from any cause whatsoever, and such *Products* shall be at the sole risk of the *Contractor*.”
- D. Add new paragraphs 3.7.4, 3.7.5 and 3.7.6 as follows:
“3.74 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and *Other Contractors* to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.
3.7.5 The *Contractor* shall not employ any persons on the *Work* whose labour affiliation, or lack thereof, is incompatible with other labour employed in connection with the *Work*. Any costs arising from labour disputes as a result of the employment of any such person by the *Contractor*, its *Subcontractors* or *Suppliers*, shall be the sole expense of the *Contractor*.
“3.7.6 The *Contractor* shall cooperate with the *Owner* and its representatives and shall take all reasonable and necessary actions to maintain stable and harmonious labour relations with respect to the work at the *Place of the Work*, including cooperation to attempt to avoid work stoppages, trade union jurisdictional disputes, and other labour disputes.”

3.14 GC 3.8 - SHOP DRAWINGS

- A. Add the words “AND OTHER SUBMITTALS” to the title of GC 3.8 after “SHOP DRAWINGS”.
- B. Add “and *Submittals*” after the words “*Shop Drawings*” in clauses 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, and 3.8.6.
- C. Delete paragraph 3.8.3 in its entirety and substitute new paragraph 3.8.3:
“3.8.3 Prior to the first application for payment, the *Contractor* and the *Consultant* shall jointly prepare a schedule of the dates for submission and return of *Shop Drawings* and any *Submittals*, and that:”
- D. Delete subparagraph 3.8.3.1 in its entirety and substitute new subparagraph 3.8.3.1:
“the *Contractor* has determined and correlated the field measurements with the *Shop Drawings* and any *Submittals* and field construction conditions, *Product* requirements, catalogue numbers and similar data, or will do so if not possible at that time, and”

- E. Delete paragraph 3.8.7 in its entirety and substitute new paragraph 3.8.7:

“3.8.7 The *Consultant* will review and return *Shop Drawings* and *Submittals* in accordance with the schedule agreed upon in paragraph 3.8.2, or, in the absence of such schedule, within fifteen (15) *Working Days*. If, for any reason, the *Consultant* cannot process the *Shop Drawings* and *Submittals* within the agreed-upon schedule or with reasonable promptness, the *Consultant* shall notify the *Contractor* and they shall meet to review and arrive at an acceptable revised schedule for processing. The *Contractor* shall update the *Shop Drawings* and *Submittals* schedule to correspond to changes in the construction schedule. Changes in the *Contract Price* or the *Contract Time* may be made only as provided in the *Contract*.”

3.15 GC 3.9 - DOCUMENTS AT THE SITE

- A. Add a new GC 3.9 DOCUMENTS AT THE PLACE OF THE WORK as follows:

“GC 3.9 DOCUMENTS AT THE PLACE OF THE WORK

3.9 The *Contractor* shall keep one copy of the current the *Contract Documents*, *Supplemental Instructions*, *Contemplated Change Orders*, *Change Orders*, *Change Directives*, reviewed *Shop Drawings*, *Submittals*, reports and records of meetings at the *Place of the Work*, in good order and available to the *Owner* and the *Consultant*.”

3.16 GC 3.10 - CLEAN UP

- A. Add a new GC 3.10 CLEAN UP as follows:

“GC 3.10 CLEAN UP

- 3.10.1 The *Contractor* shall maintain the *Work* and *Place of the Work* 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.
- 3.10.2 Before applying for *Substantial Performance of the Work* as provided in GC 5.4 – SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK, 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 *Place of the Work* clean and suitable for use or occupancy by the *Owner*. The *Contractor* shall remove products, tools, *Construction Equipment*, and *Temporary Work* not required for the performance of the remaining work.
- 3.10.3 Prior to application for the final payment, the *Contractor* shall remove any remaining products, tools, *Construction Equipment*, *Temporary Work*, and waste products and debris, other than those resulting from the work of the *Owner*, *Other Contractors*, or their employees.”

3.17 GC 3.11 - USE OF THE WORK

- A. Add new GC 3.11 USE OF THE WORK as follows:

“GC 3.11 USE OF THE WORK

- 3.11.1 The *Contractor* shall confine *Construction Equipment*, *Temporary Work*, storage of *Products*, waste products and debris, and operations of employees and *Subcontractors* to limits indicated by laws, ordinances, permits, or the *Contract Documents* and shall not unreasonably encumber the *Place of the Work*.
- 3.11.2 The *Contractor* shall not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety of the *Work*.
- 3.11.3 Except for those normally used during the performance of the *Work*, such as elevator, mechanical, electrical, hydro, the *Contractor* shall not use any service plant or equipment installed as part of the *Work* without prior written consent from the *Owner*. On receipt of such consent, the *Contractor* shall be subject to any conditions set out as part of such consent and shall be responsible for all costs, damage and compensation for wear and tear.

- 3.11.4 If storage or other areas are required for the *Work* in addition to the *Work Site*, the *Contractor* shall be responsible for making arrangements to obtain the additional areas and obtaining any necessary permits, permission or authorization and, if required, for making permit, rental or other payments that may be required for such purpose.”

3.18 GC 3.12 – CONTRACTOR’S USE OF PERMANENT EQUIPMENT OR SYSTEMS

- A. Add a new GC 3.12 as follows:

“GC 3.12 CONTRACTOR’S USE OF PERMANENT EQUIPMENT OR SYSTEMS

- 3.12.1 With the prior written approval of the *Owner*, the *Contractor* may make use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the *Work* for the purpose of providing heat or power to the *Project* during the final stages of construction. In such event, and before the issuance of the certificate of *Substantial Performance of the Work*, the *Contractor* shall clean and make good, to the satisfaction of the *Consultant*, such systems and equipment as it had been permitted to use. The *Contractor* shall pay any and all costs associated with such use, cleaning and making good.
- 3.12.2 Where the *Contractor* has made use of elements of the mechanical and electrical systems or equipment comprising a permanent part of the *Work*, as described in paragraph 3.12.1 above, the *Contractor* shall obtain, from the manufacturer or *Supplier* of the systems or equipment used, a confirmation from such manufacturer or *Supplier* that the warranty on such systems or equipment begins on the date of *Substantial Performance of the Work* and is not impaired in scope or reduced in time by virtue of the *Contractor*’s use of such systems or equipment.”

3.19 GC 4.1 - CASH ALLOWANCES

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

“4.1.4 Any surpluses in one or more cash allowance may at the election of the *Owner* be expended pursuant to paragraph 4.1.3 in respect of other cash allowances or to fund changes in the *Work* by way of *Change Order* or *Change Directive*, as the case may be, but without the imposition of Overhead or profit in respect *Work* pertaining to such other cash allowances or changes.”

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

“4.1.5 Where the value of the *Work* under cash allowances exceeds the aggregate amount of all the cash allowances stated in the *Contract Documents*, the *Contractor* shall be compensated for the approved amount of such excess and for *Overhead* and profit on such approved amount, with the *Contract Price* being adjusted to reflect such excess, all pursuant to and only to the extent permitted under, GC 6.1 – CHANGES, 6.2 – CHANGE ORDER and GC 6.3 – CHANGE DIRECTIVE.”

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

“4.1.7 The *Contractor* shall provide a schedule prior to the first application for progress payment that shows when the items called for under cash allowances must be ordered to avoid delaying the progress of the *Work*.”

- D. Add new paragraph 4.1.8:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, competitive bids for portions of the *Work*, to be paid for from cash allowances. If the *Owner* determines to proceed with competitive bids, the *Contractor* shall comply with the directions of the *Owner*.”

3.20 GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER

- A. Amend the heading, “GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER” to read, “GC 5.1 FINANCING INFORMATION REQUIRED”.

- B. Delete paragraph 5.1.1 in its entirety and substitute new paragraph 5.1.1:

“5.1.1 The *Contractor* shall provide the *Owner* with timely *Notice in Writing* of any material change in its financial ability to (a) properly complete the *Work* in accordance with the *Contract Documents* or (b) fulfil its obligations under the *Contract*.”

C. Delete paragraph 5.1.2 in its entirety and substitute the following: “Intentionally deleted”.

3.21 GC 5.2 - APPLICATIONS FOR PAYMENT

- A. Amend paragraph 5.2.2 by adding the following sentence to the end of that paragraph:
“Applications for payment shall be made in a form that is mutually acceptable to the *Owner* and the *Contractor*, and shall include, as a separate line item, the applicable *Value Added Taxes* payable on that application.”
- B. Amend paragraph 5.2.3 by: adding the following to the end of that paragraph:
“No amount claimed shall include *Products* delivered to the *Place of the Work* unless the *Products* are free and clear of all security interests, liens, and other claims of third parties.”
- C. Add to the end of paragraph 5.2.8 the following new sentence:
“Any *Products* delivered to the *Place of the Work* but not yet incorporated into the *Work* shall remain at the risk of the *Contractor* until *Ready-for-Takeover* notwithstanding that title has passed to the *Owner* pursuant to GC 13.1 OWNERSHIP OF MATERIALS.”
- D. Add new paragraph 5.2.9:
“5.2.9 The *Contractor* shall submit, with each application for payment, as true conditions precedent to the *Contractor’s* right to payment under this *Contract*:
 - .1 after the first payment, a Statutory Declaration, on an original form of CCDC Document 9A-2001, stating that payments in connection with the *Work*, as noted in the Statutory Declaration, have been made to the end of the period immediately preceding that covered by the current application.”
 - .2 evidence of compliance with workers’ compensation legislation at the *Place of the Work*, including a WSIB Clearance Certificate, with each application for progress payment.
 - .3 if the application is for payment of the lien holdback amount, a written request for release of holdback including a declaration that no written notices of lien have been received by the *Contractor*.”
- E. Add new paragraph 5.2. 10:
“5.2.10 The *Contractor* shall prepare and maintain current as-built Drawings which shall consist of the Drawings and Specifications revised by the *Contractor* during the *Work*, showing changes to the Drawings and Specifications, which current as-built Drawings shall be maintained by the *Contractor* and made available to the *Consultant* for review with each application for progress payment. The *Consultant* reserves the right to retain a reasonable amount for the value of the as-built Drawings not presented for review.”

3.22 GC 5.3 - PAYMENT

- A. Add a new paragraph 5.3.2 as follows:
“5.3.2 If the *Contractor* fails to provide a statutory declaration as required by paragraph 5.2.8, or if the *Contractor* fails to demonstrate compliance with GC 10.4 – WORKERS’ COMPENSATION, the *Owner* shall be entitled to deduct from amounts otherwise payable to the *Contractor* an amount sufficient to cover any liability which it might incur as a result of the *Contractor’s* failure to provide a statutory declaration or to demonstrate compliance with GC 10.4.”

3.23 GC 5.4 - SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- A. Amend paragraph 5.4.1 by deleting the words “20 calendar days” in the second line and substituting the words “fifteen (15) Working Days” therefor, and by adding the following at the beginning of the paragraph:
“5.4.1 When the *Contractor* considers that the *Work* is substantially performed, or if permitted by the lien legislation applicable to the *Place of the Work* a designated portion thereof which the *Owner* agrees to accept separately is substantially performed, the *Contractor* shall, within one (1) *Working Day*, deliver to the *Consultant* and the *Owner* a written application for payment of the lien holdback amount, in accordance with GC 5.3, for review by the *Consultant* to establish *Substantial Performance of the Work* or substantial performance of the designated portion of the *Work*.”

- B. Delete paragraph 5.4.2 in its entirety and substitute the following: “Intentionally deleted”.
- C. Delete paragraph 5.4.3 in its entirety and substitute new paragraph 5.4.3:

“5.4.3 Subject to the terms and conditions of the *Contract*, the requirements of any *Payment Legislation*, and any Notice of Non-Payment of Holdback, the holdback amount authorized by the certificate for payment of the holdback shall be due and payable on the first (1st) *Working Day* following the expiration of the holdback period stipulated in the *Payment Legislation* applicable to the *Place of the Work*. The *Owner* may retain out of the holdback amount any sums required by law to satisfy any liens against the *Work* or, if permitted by the lien legislation applicable to the *Place of the Work*, other third party monetary claims against the *Contractor* which are enforceable against the *Owner*.”
- D. Amend paragraph 5.4.5 by deleting “hereby agrees to release, and shall release,” and substituting “may agree to release”.
- E. Add new paragraph 5.4.7 as follows:

“5.4.4 The *Contractor* shall publish a copy of the Certificate of *Substantial Performance of the Work* within seven (7) days of receiving a copy of the Certificate of *Substantial Performance of the Work* signed by the *Consultant*, and the *Contractor* shall provide suitable evidence of the publication to the *Consultant* and the *Owner*. If the *Contractor* fails to publish such notice, the *Owner* shall be at liberty to publish and back charge the *Contractor* its reasonable costs for doing so.”

3.24 GC 5.5 – FINAL PAYMENT

- A. Delete paragraph 5.5.1 in its entirety and substitute new paragraph 5.5.1:

“5.5.1 When the *Contractor* considers that the *Work* is completed and satisfies the requirements of *Total Completion of the Work* and *Completion of Commissioning*, the *Contractor* shall submit an application for final payment. The *Contractor’s* application for final payment shall be accompanied by any documents or materials not yet delivered as agreed to in writing by the *Owner* pursuant to paragraph 12.1.2 of GC 12.1 - READY-FOR-TAKEOVER together with fully complete as-built *Drawings*. Should the *Contractor* fail to deliver any of the said documents, or other documents required to be delivered pursuant to the *Contract Documents*, the *Owner* shall be at liberty to withhold from amounts otherwise payable to the *Contractor*, an amount, in the discretion of the *Owner*, up to the full amount otherwise payable to the *Contractor* as security for the obligation of the *Contractor* to deliver the undelivered documents.”
- B. Delete from the first line of paragraph 5.5.2 the words, “calendar days” and substitute the words “*Working Days*”.
- C. Delete paragraph 5.5.4 in its entirety and substitute new paragraph 5.5.4:

“5.5.4 Subject to the other requirements of the *Contract*, the unpaid balance of the *Contract Price* shall become payable to the *Contractor* on the tenth (10th) *Working Day* following the issuance of the *Consultant’s* final certificate for payment, subject to the *Owner’s* right to withhold payment from the unpaid balance of the *Contract Price* for any amounts required pursuant to GC 5.6 DEFERRED WORK, and any sums required to satisfy any lien or trust claims arising from the *Work*”.
- D. Add new paragraph 5.5.5:

“5.5.5 As additional preconditions for release of the final payment, the *Contractor* shall submit the following documentation:

 - .1 the *Contractor’s* written request for release of final payment, including a declaration that no written notices of lien have been received by it.;
 - .2 the *Contractor’s* Statutory Declaration CCDC 9A-2001.; and
 - .3 the *Contractor’s* WSIB Clearance Certificate.”

3.25 GC 5.6 - DEFERRED WORK

A. Add new paragraph GC 5.6.2:

“5.6.2 Notwithstanding the provisions of GC 5.3 PAYMENT, GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK and GC 5.5 FINAL PAYMENT, the *Owner* may withhold payment of any amounts otherwise due under the *Contract* on account of any costs or damages the *Owner* has incurred or, is likely to incur, by reason of:

- .1 defective or incomplete portions of the *Work* or damage to the work of *Other Contractors* not rectified in accordance with the *Contract*;
- .2 failure of the *Contractor* to indemnify the *Owner* in accordance with the terms of the *Contract*;
- .3 failure of the *Contractor* to fulfil its obligations in respect of construction liens in accordance with GC 14.2 CONSTRUCTION LIENS;
- .4 evidence of the *Contractor*'s failure to make payments to *Subcontractors* or *Suppliers*;
- .5 unsatisfactory prosecution of the *Work* by the *Contractor* or any *Subcontractor*, and
- .6 failure to attain the *Contract Time*. ”

B. Add new paragraph GC 5.6.3:

“5.6.3 Where the *Owner* has withheld payment of any portion of the *Contract Price* pursuant to the provision of paragraphs 5.6.1 or 5.6.2, the *Owner* shall be entitled to apply such withheld portion towards any costs or damages suffered by the *Owner*.”

3.26 GC 6.1 – OWNER’S RIGHT TO MAKE CHANGES

A. Amend paragraph 6.1.2 by adding the following to the end of that paragraph:

“This requirement is of the essence and it is the express intention of the parties that any claims by the *Contractor* for a change in the *Contract Price* and/or the *Contract Time* shall be barred unless there has been strict compliance with PART 6 – CHANGES IN THE WORK. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the *Work*, and no claims that the *Owner* has been unjustly enriched by any alteration or addition to the *Work*, whether in fact there has been any such unjust enrichment or not, shall be the basis of a claim for additional payment under this *Contract* or a claim for any extension of the *Contract Time*.”

B. Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, and 6.1.7, 6.1.8, 6.1.9, 6.1.10, 6.1.11, and 6.1.12 as follows:

“6.1.3 The *Contractor* shall not be entitled to receive any compensation or extension of the *Contract Time*, and the *Owner* shall have no obligation or liability to pay compensation to the *Contractor*, unless a *Change Order* or *Change Directive* has been issued to the *Contractor*, in writing, and before the *Contractor* commences with any work in respect of such *Change Order* or *Change Directive*.

6.1.4 There shall be no adjustment to the *Contract Time* should the *Contractor* fail to present a request for a specific adjustment to the *Contract Time*, if any:

- .1 at the time of first presenting a request for adjustment to the *Contract Price* in response to a *Contemplated Change Order*; or
- .2 within ten (10) *Working Days* of receipt of a *Change Directive*.

6.1.5 There shall be no adjustments to the *Contract Time* or the *Contract Price* or compensation or payment of any kind whatsoever relating to a *Contractor* claim unless notice in writing of the claim is given to the *Owner*, through *Consultant* not later than twenty (20) *Working Days* after the *Contractor* becomes aware of the claim.

- 6.1.6 Any *Change Order* or *Change Directive* shall clearly set out what, if any, extension of the *Contract Time* is anticipated as a result thereof and failing the inclusion of the same, the *Contractor* shall be barred in making a claim for extension of the *Contract Time* in respect thereof.
- 6.1.7 The following fee percentage and overhead charges shall be applied to additional work directed by the *Consultant* through a *Change Directive* or *Change Order*:
- .1 for changes to the *Work* with a value of less than or equal to \$50,000, the *Contractor* shall be entitled to mark-ups for overhead and profit of ten percent (10%) on work performed by the *Contractor's* own forces plus five percent (5%) on work performed by *Subcontractors*; and
 - .2 for changes to the *Work* with a value greater than \$50,000, the *Contractor* shall be entitled to mark-ups for overhead and profit of seven and a half percent (7.5%) on work performed by the *Contractor's* own forces plus five percent (5%) on work performed by *Subcontractors*.
 - .3 Where a change is made in work to be carried out by the *Contractor's* own forces, and for which no *the Contract* unit prices are scheduled, the value of the additional work shall be determined by adding to the reasonable cost of materials and labour (as assessed by the *Consultant*), an allowance for the *Contractor's* combined overhead and profit of not more than ten percent.
 - .4 Where such a change is made in work to be carried out by a *Subcontractor*, the value of the additional work shall be determined in a similar manner; the allowances for *Subcontractor's* overhead and profit, being not more than ten percent for overhead and five percent for profit. In such cases, the *Contractor* shall be permitted to add an allowance in respect of combined overhead and profit of not more than ten percent on the total of the *Subcontractor's* quotation.
 - .5 Additional charges for bonds and insurance relating to the increased value of the *Work* as a result of changes in the *Work*, shall be included in the *Contractor's* and *Subcontractor's* overhead relating to the change in the *Work*.
 - .6 *Work* performed by *Subcontractor* to a *Subcontractor* (sub-subcontractor): Cost of sub-contractor's work plus 5% for the *Contractor's* overhead and profit. *Subcontractor's* mark-up shall consist of cost of sub-sub-contractor's work plus 5% for overhead and profit. Sub-subcontractor's mark-up shall consist of the actual cost of the work plus 10% for overhead and profit.
 - .7 Rates for labour shall be based on standard normal time prevailing rate in the area of work. Rates used in determination of additional work value shall be mutually agreed upon by the *Owner*, *Consultant* and the *Contractor* prior to the commencement of additional work."
- 6.1.8 Overtime labour costs and labour burdens are the lesser of either the basic or approved overtime hourly wages actually paid for labour in the direct employ of the *Contractor*, *Subcontractor* and *Supplier* or, those hourly wages established in the community under collective bargaining agreements in effect at the time of the changed *Work* being performed, plus a labour burden mark-up of 50% for every hour the worker consumes in the interests of the changed *Work* on the *Project*. Labour burden covers the full cost of labour in addition to actual wages paid, and includes, but is not necessarily limited to, the cost of workers compensation, employment insurance, holiday pay, travelling time (related to the change) consumed at all times other than actually performing *Work* onsite, sick time, travelling expenses and subsistence allowances, welfare, union dues, industrial training, Canada or Quebec Pension plans, or other pension funds, rest periods, small tools allowances, uniforms, safety equipment and protection, insurance against property damage and personal injury, medical and dental insurance, and all other items reasonably expected to be provided as part of the cost of labour for the provision of the changed *Work*.
- 6.1.9 There shall be no adjustments to the *Contract Time* or *the Contract Price* or compensation or payment of any kind whatsoever including potential or contingent costs for matters such as loss of profit, loss of productivity, loss of opportunity or any other such losses based on the quantity,

scope or cumulative value or number of changes in the *Work* whether resulting from one or more *Change Orders* or *Change Directives*, unless agreed in writing by the parties in a *Change Order*.

- 6.1.10 Superintendent costs means the overhead costs associated with the provision of superintendence of the *Work* of the *Contractor*, *Subcontractor* or *Supplier*. Where a Superintendent actually performs *Work* on the improvement, then such costs are payable at the appropriate labour cost as defined in Item 2 above. The additional costs associated with the overhead portion of the superintendent *Work* are to be included in the appropriate the *Contractor's*, *Subcontractor's* and *Supplier's* overhead costs.
- 6.1.11 Overhead and profit costs means all costs relating to the changed *Work* by the *Contractors*, *Subcontractors* and *Suppliers*. Overhead and profit costs include, but are not necessarily limited to, the following: profit, superintendence (other than the actual labour cost and labour burden for a working superintendent) head office costs, site security, temporary facilities, parking, travel and subsistence (including meals and accommodation), site office and communication, disposal (including waste and debris storage transportation and disposal), and small tools (other than those covered by labour burden) estimating, drafting and engineering (including cost associated with any required additional drafting, detailing and modifications to shop or engineering drawings resulting from the change and the distribution and processing of the same), time sensitive costs, schedule acceleration costs, impact costs, financing costs, quality assurance, code compliance inspection and testing services, royalties, patent fees, damages for infringement of patents and costs of defending suits thereof, adjustments in premiums for all bonds and insurance, and adjustments in taxes and duties, the charges for all long distance telephone, facsimile and other communications, courier services, as-built and record drawings, and petty cash items and other such items reasonably expected to be provided as part of the overhead costs relating to the provision of the changed *Work*.
- 6.1.12 The *Owner*, through the *Consultant*, reserves the right to authorize payment for a change in the *Work* by means of the *Cash Allowance*."

3.27 GC 6.2 - CHANGE ORDER

- A. Delete paragraph 6.2.1 inserting new paragraph 6.2.1 as follows:
- "6.2.1 When a change in the *Work* is proposed or required, *Consultant* or the *Owner* shall provide a notice describing the proposed change in the *Work* to the *Contractor*. The *Contractor* shall provide:
- .1 a quotation from the *Contractor*, on the *Contractor's* letterhead and with the *Contractor's* signature;
 - .2 quotations from all *Subcontractors*, each on *Subcontractor's* respective letterhead and with *Subcontractor's* respective signature; and
 - .3 the following information in quotations from *Subcontractors* and the *Contractor*:
 - (1) a complete breakdown for all items of material;
 - (2) a total number of hours for labour;
 - (3) a dollar rate applied against individual material items and labour quantities;
 - (4) stipulated adjustment in the *Contract Time*, if any, for the proposed change in the *Work*;
 - (5) percentage values for overhead and profit by the *Contractor* and *Subcontractors*; and
 - (6) all mathematical calculations, which shall be complete.
- Quotations submitted with any of the above items or information in this paragraph 6.2.1 missing or incorrect will be returned for revision."

3.28 GC 6.3 - CHANGE DIRECTIVE

- A. Delete paragraphs 6.3.7.1(1), (2), (3) and (4) and replace them with the following:
- "(1) carrying out the *Work*, including necessary supervisory services;"
- "(2) intentionally left blank;"

- “(3) engaged in the preparation of *Shop Drawings*, fabrication drawings, coordination drawings and *Project* record drawings: or...”
- “(4) including clerical staff engaged in processing changes in the *Work*.”

B. Delete paragraphs 6.3.7.5, 6.3.7.11, 6.3.7.15 and 6.3.7.19.

C. Add new paragraph 6.3.14 as follows:

“6.3.14 For purposes of calculating the cost of performing the work attributable to a Change Directive, the *Contractor* shall not be entitled to charge the following:

- .1 head office salaries and benefits and all other overhead or general expenses, except only for the salaries, wages and benefits of personnel described in paragraph 6.3.7.1 and the contributions, assessments or taxes referred to in paragraphs 6.3.7.2;
- .2 capital expenses and interest on capital;
- .3 general clean-up, except where the performance of the work in the *Change Directive* causes specific additional clean-up requirements;
- .4 wages paid for field supervision of *Subcontractors*;
- .5 wages, salaries, rentals, or other expenses that exceed the rates that are standard in the locality of the *Place of the Work* that are otherwise deemed unreasonable by the *Consultant*;
- .6 any costs or expenses attributable to the negligence, improper work, deficiencies, or breaches of the *Contract* by the *Contractor* or *Subcontractor*; and
- .7 any cost of quality assurance, such as inspection and testing services, charges levied by authorities, and any legal fees unless any such costs or fees are pre-approved in writing by the *Owner*.”

3.29 GC 6.4 - CONCEALED OR UNKNOWN CONDITIONS

A. Amend paragraph 6.4.2 by adding a new first sentence which reads as follows:

“Having regard to paragraph 6.4.1, if the *Contractor* believes that the conditions of the *Place of the Work* differ materially from those reasonably anticipated, or differ materially from those indicated in the *Contract Documents*, or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, it shall notify the *Owner* and *Consultant* in writing no later than five (5) *Working Days* after the first observation of such conditions.”

B. Amend the existing second sentence of paragraph 6.4.2 so that, as amended, it reads as follows:

“If the finding is that the conditions differ materially, or were concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.1, and this would cause an increase or decrease in the *Contractor*’s cost or time to perform the *Work*, the *Consultant*, with the *Owner*’s approval, will issue appropriate instructions for a change in the *Work* as provided in GC6.2 – CHANGE ORDER or GC6.3 – CHANGE DIRECTIVE.”

C. Delete paragraph 6.4.3 and substitute the following:

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

D. Add new paragraphs 6.4.5 and 6.4.6:

“6.4.5 The *Contractor* confirms that, prior to entering into the *Contract*, applying the standard of care described in paragraph 1.5.1.1 of GC 1.5 - PROJECT REQUIREMENTS, it carefully investigated the *Place of the Work*. Notwithstanding any other provision in the *Contract*, the *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such investigation undertaken prior to the submission of the bid.

6.4.6 The *Contractor* shall not be entitled to claim, and waives its rights to make a claim, for any additional compensation or any increase to the *Contract Time* or the *Contract Price*, if the *Contractor* fails to provide notice to the *Owner* as required in paragraph 6.4.1.”

3.30 GC 6.5 - DELAYS

- A. Delete the period at the end of paragraphs 6.5.1 and 6.5.2 and substitute the following words in each case, “but excluding any any consequential, indirect or special losses or damages, including but not limited to loss of use, loss of productivity, loss of revenue, loss of opportunity, overhead and/or profit.”
- B. Amend paragraph 6.5.3 by adding the following to the end of that paragraph:
“, in which case the *Contractor* shall be reimbursed by the *Owner* for reasonable direct costs directly flowing from the delay but excluding any consequential, indirect or special losses or damages, including but not limited to loss of use, loss of productivity, loss of revenue, loss of opportunity, overhead and/or profit.”
- C. Amend paragraph 6.5.3.3 by adding “epidemics or pandemics (except for *COVID-19*),” after the word “conditions,”
 - 6.5.7 The *Contractor* shall at all times perform the services required to perform the *Work* in accordance with the *Contract Documents* diligently and expeditiously, to maintain an orderly progress of the *Work*, and in conformity with the *Contract Time* and any revisions made thereto in accordance with the *Contract Documents*. The *Contractor* shall at all times provide sufficient personnel to accomplish its services within the *Contract Time*.
 - 6.5.8 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor*’s control, then the *Contractor* shall take appropriate steps, in accordance with paragraph 3.4.2 of GC 3.4 – CONSTRUCTION SCHEDULE to recover any lost time, and the costs of such recovery efforts shall be to the *Contractor*’s account. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant*’s services during the period between the date of *Ready-for-Takeover* stated in Article A-1 herein as the same may be extended through the provisions of these General Conditions and any later, actual date of *Ready-for-Takeover* achieved by the *Contractor*.
 - 6.5.9 The *Contractor* shall be responsible for the care, maintenance and protection of the *Work* in the event of any suspension of construction as a result of the delay described in paragraphs 6.5.1, 6.5.2 or 6.5.3. In the event of such suspension, the *Contractor* shall be reimbursed by the *Owner* for the reasonable costs incurred by the *Contractor* for such care, maintenance and protection, but excluding the costs of the *Contractor*’s head office personnel. The *Contractor*’s entitlement to costs pursuant to this paragraph 6.5.9, if any, shall be in addition to amounts, if any, to which the *Contractor* is entitled pursuant to paragraphs 6.5.1, 6.5.2 or 6.5.3.
 - 6.5.10 Without limiting the obligations of the *Contractor* described in GC 3.2 – CONSTRUCTION BY OWNER OR OTHER CONTRACTORS and GC 9.4 – CONSTRUCTION SAFETY, the *Owner* may, by Notice in Writing, direct the *Contractor* to stop the *Work* where the *Owner* determines that there is an imminent risk to the safety of persons or property at the *Place of the Work*. In the event that the *Contractor* receives such notice, it shall immediately stop the *Work* and secure the Project site. The *Contractor* shall not be entitled to an extension of the *Contract Time* or to an increase in the *Contract Price* unless the resulting delay, if any, would entitle the *Contractor* to an extension of the *Contract Time* or the reimbursement of the *Contractor*’s costs as provided in paragraphs 6.5.1, 6.5.2 or 6.5.3.
 - 6.5.11 If the *Contractor* is delayed in the performance of the *Work* by a labour dispute, civil disobedience, riot, sabotage, acts of God or any of the events described in paragraphs 6.5.3.1 through 6.5.3.4 for a period of thirty calendar days or longer, the *Owner* may terminate the *Contract* by giving Notice in Writing to that effect. In such event, the *Owner* shall pay for the *Work* performed up to the effective date of termination, including mobilization and demobilization costs, and for such additional costs, if any, directly flowing from such termination which are a reasonable consequence of the termination, but excluding any consequential, indirect or special losses or damages, including but not limited to loss of use, loss of productivity, loss of revenue, loss of

opportunity, overhead and/or profit. The *Owner* shall not be liable to the *Contractor* for any other claims, costs or damages whatsoever arising from such termination of the *Contract*.

- 6.5.12 The *Contractor* shall provide the *Consultant* with prompt written notice of any actual or anticipated labour dispute which may reasonably be expected to affect the *Contractor's* performance of the *Work*."

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

- A. In paragraph 6.6.5, delete "claim" in the second line and substitute "necessary claim information".
- B. Add new paragraphs 6.6.7 and 6.6.8 as follows:
- "6.6.7 The *Owner* may make claims arising out of the costs incurred for additional services provided by *Consultant* resulting from the *Contractor's* failure to perform the *Work* in accordance with the terms and conditions of the *Contract*, including the *Contractor's* issuance of unnecessary requests for information. *Consultant* will notify the *Owner* and the *Contractor* where it has been determined that additional services will be required or have been provided in order not to cause a delay. The *Owner* shall make claims against the *Contractor* based on *Consultant's* invoices.

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

- A. Amend paragraph 7.1.2 by (a) adding the words "or fails or neglects to maintain the latest construction schedule" immediately following the word "properly" in the first line; (b) adding the words "or the *Owner* determines that sufficient cause exists to justify such action," in line three after the words "substantial degree"; and (c) deleting the words "including references to applicable provisions of the *Contract*".
- B. Delete paragraph 7.1.5.2 and insert new paragraph 7.1.5.2 as follows:
"withhold further payment to the *Contractor* until the *Owner* has completed all *Work* required by the *Contract Documents* and satisfied any of its costs or damages resulting from the *Contractor's* default,"
- C. Amend paragraph 7.1.5.3 by deleting the words "as certified by the *Consultant*".

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

- A. Delete subparagraph 7.2.3.1 in its entirety and substitute the words "Intentionally deleted."
- B. Delete subparagraph 7.2.3.3 in its entirety and substitute new subparagraph 7.2.3.3:
"the *Owner* fails to pay the *Contractor* when due the amount certified by the *Consultant* or awarded by adjudication, arbitration or a court, except where the *Owner* has a bona fide claim for set off, or"
- C. Delete from line 2 of subparagraph 7.2.3.4, the words, "except for GC5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER,".
- D. Delete paragraph 7.2.5 and replace it with the following:
"7.2.5 If the default cannot be corrected within the five (5) *Working Days* specified in paragraph 7.2.4, the *Owner* shall be deemed to have cured the default if it
- .1 commences the correction of the default within the specified time; and
 - .2 provides the *Contractor* with an acceptable schedule for such correction; and
 - .3 completes the correction in accordance with such schedule."
- E. Add new paragraphs 7.2.6 and 7.2.7:
"7.2.6 If the *Contractor* terminates the *Contract* under the conditions described in this GC 7.2, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination. The *Contractor* shall also be entitled to recover the direct and demonstrable costs and expenses associated with termination, including the costs of demobilization, losses sustained on Products and construction machinery and equipment. The *Contractor* shall not be entitled to any recovery for any consequential, indirect or special losses or damages, including but not limited to loss of use, loss of productivity, loss of revenue, loss of opportunity, overhead and/or profit.

- 7.2.7 The *Owner's* withholding of progress payments, holdback payment and/or final payments pursuant to GC 5.6 shall not constitute a default under paragraph 7.2.3 permitting the *Contractor* to stop the *Work* or terminate the *Contract*."

3.33 GC 8.1 AUTHORITY OF THE CONSULTANT

- A. Delete paragraphs 8.1.1, 8.1.2 and 8.1.3 and substitute the following:

"8.1.1 Differences between *the Owner* and the *Contractor* as to the interpretation, application, or administration of this *Contract*, or any failure to agree where agreement between the parties is called for in the *Contract* (the "Dispute") which are not resolved in the first instance by finding of *Consultant* pursuant to the provisions of GC - 2.2 ROLE OF THE CONSULTANT, paragraphs 2.2.6 and 2.2.7 shall be settled in accordance with the requirements of this GC 8.1.

8.1.2 The claimant shall give written notice of the Dispute ("Notice of Dispute") to the other party no later than seven (7) days after the receipt of *Consultant's* finding given under paragraphs 2.2.7 or 2.2.8 of GC 2.2 ROLE OF THE CONSULTANT. The Notice of Dispute shall set forth particulars of the matters in dispute, the probable extent and value of the damage, and the relevant provisions of the *Contract Documents*. The other party shall reply within seven (7) days of receipt of the Notice of Dispute, or such longer period as mutually agreed by the parties in writing, setting out the response and any relevant provisions of the *Contract Documents*.

8.1.3 The parties shall make all reasonable efforts to resolve the Dispute by amicable negotiations and agree to provide, without prejudice, full, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate the negotiations.

8.1.4 If the *Dispute* is not resolved promptly by amicable negotiations in accordance with GC 8.1.3, *Consultant* may provide instructions that, in *Consultant's* opinion, are necessary for the proper performance of the *Work* and to prevent delays pending settlement of the *Dispute*. The parties shall act immediately according to such instructions, it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined that such instructions were in error or at variance with the *Contract Documents*, *the Owner* shall pay the *Contractor* verifiable costs incurred by the *Contractor* in carrying out such instructions, which the *Contractor* was required to do beyond what the *Contract Documents* correctly understood and interpreted would have required the *Contractor* to do including costs resulting from interruption of the *Work*.

8.1.5 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of their rights or recourses, provided the party has given the notices in accordance with paragraph 8.1.2 and has carried out the instructions as provided in paragraph 8.1.4, if any.

8.1.6 If the parties have not been able to resolve the Dispute in accordance with paragraph 8.1.3, the parties may agree to submit the *Dispute* to be finally resolved by arbitration under the rules of arbitration as provided in CCDC 40 in effect at the time of the execution of the *Contract*.

8.1.7 If no agreement is made for arbitration, then either party may submit the *Dispute* to such judicial tribunal as the circumstances may required."

3.34 GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

- A. Delete 8.3 in its entirety and substitute the following: "Intentionally deleted".

3.35 GC 8.4 - RETENTION OF RIGHTS

- A. Amend paragraph 8.4.2 by deleting "paragraph 8.3.6 of GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION" and substituting "GC 8.1 – AUTHORITY OF THE CONSULTANT".
- B. Add new subparagraph 8.4.3:

“8.4.3 If the either party give a *Notice in Writing* described in paragraph 8.3.6 to have a *Dispute* resolved by arbitration, the *Contractor* agrees that this paragraph 8.4.3 shall be construed as a formal consent to the stay of any lien proceedings until an award is rendered in the arbitration or such *Dispute* is otherwise resolved between the parties. In no event shall the *Contractor* be deprived of its right to enforce its lien against the *Project* should the *Owner* fail to satisfy any arbitral award against it in full on the dispute in respect of which the lien proceedings were commenced. Provided nothing in this paragraph 8.4.3 shall prevent the *Contractor* from taking the steps required by the *Act* to preserve and/or perfect a lien to which it may be entitled.”

3.36 GC 9.1 - PROTECTION OF WORK AND PROPERTY

- A. Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:
“errors or omissions in the *Contract* Documents which the *Contractor* could not have reasonably discovered applying the standard of care described in paragraph 1.5.1.1 of GC 15 – PROJECT REQUIREMENTS; or”
- B. Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:
“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in or reasonably apparent or determinable from the *Contract* Documents or that are reasonably discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 1.5.1.1 of GC 1.5 – PROJECT REQUIREMENTS.”
- C. Add a new paragraphs 9.1.5, 9.1.6 and 9.1.7 as follows:
“9.1.5 Without in any way limiting the *Contractor*’s obligations under this GC 9.1, should the *Contractor* or any *Subcontractor* or *Supplier* cause loss or damage to trees or other plantings, whether owned by the *Owner* or third parties, the *Contractor* shall be liable for the replacement cost of the trees or other plantings damaged, including the cost of any arborist or other consultant, and such costs may be deducted by the *Owner* from amounts otherwise owing to the *Contractor*.”

“9.1.6 The *Contractor* shall neither undertake to repair and/or replace any damage whatsoever to the *Work* of *Other Contractors*, or to adjoining property, nor acknowledge the same was caused or occasioned by the *Contractor*, without first consulting the *Owner* and receiving written instructions as to the course of action to be followed from either the *Owner* or the *Consultant*. However, where there is danger to life or public safety, the *Contractor* shall take such emergency action as it deems necessary to remove the danger.”

“9.1.7 The *Contractor* shall be responsible for keeping the *Work* free from trespassers and for protection of the *Work* and the public from any loss or injury directly or indirectly caused by the *Work* from the commencement of construction until *Substantial Performance of the Work*.”

3.37 GC 9.2 - TOXIC AND HAZARDOUS SUBSTANCES

- A. Amend paragraph 9.2.5.3 by asserting the following words after the words “place of the work” in line two of that paragraph:
“and no property is injured or destroyed as a result of exposure to or the presence of the toxic or hazardous substances,”
- B. Delete the word “and” at the end of paragraph 9.2.5.3.
- C. Add the word “and” at the end of paragraph 9.2.5.4.
- D. Add a new paragraph 9.2.5.5 as follows:
“take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances.
- E. Add to paragraph 9.2.6 after the word “responsible”, the following new words:
“or that any toxic or hazardous substances already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not

comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,”.

- F. Amend paragraph 9.2.7.3 by inserting the following words after the word “delay” in line two of that paragraph:
“, but excluding any consequential, indirect or special losses or damages, including but not limited to loss of use, loss of productivity, loss of revenue, loss of opportunity, overhead and/or profit.”
- G. Add to paragraph 9.2.8 after the word “responsible”, the following new words:
“or that any toxic or hazardous substances already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,”.
- H. Add “and the *Consultant*” after the word “*the Owner*” in subparagraph 9.2.8.4.
- I. Add a new paragraph 9.2.10 as follows:
“9.2.10 Without limiting its other obligations under this GC 9.2, the *Contractor* acknowledges that its obligations under the *Contract* include compliance with the *Environmental Programs*. The *Contractor* acknowledges that the *Owner* may suffer loss and damage should the *Contractor* fail to comply with the *Environmental Programs* and agrees to indemnify and hold harmless the *Owner* with respect to any loss or damage to which the *Owner* is exposed by the *Contractor*’s failure to comply. The *Contractor* expressly agrees that such loss and damage shall be included within the scope of the *Contractor*’s indemnity described in paragraph 12.1.1. The *Contractor* acknowledges that should it fail to comply with the *Environmental Programs*, such failure will constitute a failure to comply with the *Contract* to a substantial degree within the meaning of paragraph 7.1.2.”

3.38 GC 9.4 - CONSTRUCTION SAFETY

- A. Delete paragraph 9.4.1 in its entirety and substitute new paragraph 9.4.1:
“9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work*, and for compliance with the rules, regulations and practices required by the applicable construction health and safety legislation, the *Owner*’s health and safety regulations, guidelines, and instructions for contractors, and the *Owner*’s vaccination and/or *COVID-19* policies, as may be amended. The *Contractor* shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*. The *Contractor* shall be deemed to be and accepts the designation of “constructor” as defined in the *OHSA* for the Project, and responsibility for the obligations and liabilities associated therewith. Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner* a copy of the Notice of Project filed with the Ministry of Labour in respect of the *Work*.”
- B. Add new paragraphs 9.4.6, 9.4.7, 9.4.8, 9.4.9, 9.4.10, and 9.4.11:
“9.4.6 Prior to the commencement of the *Work*, the *Contractor* shall submit to the *Owner*:
 - .1 a current WSIB clearance certificate;
 - .2 copies of the *Contractor*’s insurance policies having application to the Project or certificates of insurance, at the option of the *Owner*;
 - .3 documentation of the *Contractor*’s in-house safety-related programs;
 - .4 a copy of the Notice of Project filed with the Ministry of Labour naming itself as “constructor” under *OHSA*.
- 9.4.7 The *Contractor* hereby represents and warrants to the *Owner* that appropriate health and safety instruction and training have been provided and will be provided to the *Contractor*’s employees, *Subcontractors* and Suppliers, before the *Work* is commenced. The *Contractor* also undertakes to provide such health and safety instruction and training to the *Owner*’s representatives, the *Owner*’s own forces and other contractors, should they fall under the jurisdiction of the *Contractor* as more particularly described in paragraph 9.4.1 above.

- 9.4.8 The *Contractor* shall indemnify and save harmless the *Owner*, the *Consultant* and their respective agents, officers, directors, employees, consultants, subconsultants, successors and assigns from and against any and all liability, cost, damage or loss, including legal fees and fines, related to or arising out of any and all acts or omissions of the *Contractor*, its *Subcontractors*, *Suppliers*, employees, agents or representatives which contravene the *Contractor's* duties and obligations, as constructor, pursuant to the *OHSA* (including, without limitation, the consequences of any and all safety infractions committed by the *Contractor* under the *OHSA*), including the payment of legal fees and disbursements on a solicitor and client basis. Such indemnity shall apply to the extent to which the *Owner* is not covered by insurance, provided that the indemnity contained in this paragraph shall be limited to costs and damages resulting directly from such infractions and shall not extend to any consequential, indirect or special damages.
- 9.4.9 Without limiting the generality of paragraph 9.4.7, the *Contractor*,
- .1 agrees to waive and release the *Owner* and its agents, officers, directors, employees, successors and assigns from any and all claims, demands, losses, costs, damages, actions, suits, or proceedings as against; and
 - .2 shall indemnify and save harmless the *Owner*, *Consultant* and their respective agents, officers, directors, employees, successors and assigns, from and against any and all claims, demands, losses, costs, damages, actions, suits, or proceedings by any the *Contractor's* employees, *Subcontractors*, *Suppliers*, and/or third parties,
- 9.4.10 In the event that the *Owner* engages *Other Contractors* at the *Place of the Work* or performs work with its own forces, the *Owner* undertakes to include in its contracts with *Other Contractors* and/or in its instructions to its own forces the requirement that the *Other Contractors* or own forces, as the case may be, will comply with directions and instructions from the *Contractor*, as "constructor", with respect to occupational health and safety and related matters. The text of such instruction is attached to these Supplementary Conditions as Appendix 1 to these Supplementary Conditions.
- 9.4.11 All of the safety measures outlined in this agreement, or reasonably requested by the *Owner*, or implemented in order to comply with applicable law shall be at the sole expense of the *Contractor*."

3.39 GC 9.5 - MOULD

- A. Delete paragraph 9.5.3.3 in its entirety and substitute new paragraph 9.5.3.3:
"extend the *Contract Time* for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. If, in the opinion of the *Consultant*, the *Contractor* has been delayed in performing the *Work* and / or has incurred additional costs under paragraph 9.5.1.2, the *Owner* shall reimburse the *Contractor* for reasonable costs incurred as a result of the delay and as a result of taking those steps, but excluding any consequential, indirect or special losses or damages, including but not limited to loss of use, loss of productivity, loss of revenue, loss of opportunity, overhead and/or profit, and"

3.40 GC 10.1 - TAXES AND DUTIES

- A. Amend paragraph 10.1.2 by adding the following sentences at the end of that paragraph:
"Except where the Specifications require otherwise, this increase in costs shall not apply where taxes and duties known before bid submission, become effective after bid submission. The *Contract Price* shall be deemed to include such increased duties and taxes. For greater certainty, the *Contractor* shall not be entitled to any mark-up for overhead or profit on any increase in such taxes and duties and the *Owner* shall not be entitled to any credit relating to mark-up for overhead or profit on any decrease in such taxes."
- B. Add new paragraphs 10.1.3, 10.1.4, 10.1.5 and 10.1.6 as follows:
"10.1.3 Where the *Owner* is entitled to an exemption or a recovery of sales taxes, customs duties, excise taxes or Value Added Taxes applicable to the *Contract*, the *Contractor* shall, at the request of the *Owner* or the *Owner's* representative, assist with application for any exemption, recovery or

refund of all such taxes and duties and all amounts recovered or exemptions obtained shall be for the sole benefit of the *Owner*. The *Contractor* agrees to endorse over to the *Owner* any cheques received from the federal or provincial governments, or any other taxing authority, as may be required to give effect to this paragraph.”

“10.1.4 The *Contractor* shall maintain accurate records of equipment, material and component costs reflecting the taxes, customs duties, excise taxes and *Value Added Taxes* paid.”

“10.1.5 Any refund of taxes including, without limitation, any government sales tax, customs duty, excise tax or Value Added Tax, whether or not paid, which is found to be inapplicable or for which exemption may be obtained, is the sole and exclusive property of the *Owner*. The *Contractor* agrees to cooperate with the *Owner* and to obtain from all *Subcontractors* and Suppliers cooperation with the *Owner* in the application for any refund of any taxes, which cooperation shall include, but not be limited to, making or concurring in the making of an application for any such refund or exemption and providing to the *Owner* copies, or where required, originals of records, invoices, purchase orders and other documentation necessary to support such applications or exemptions or refunds. All such refunds shall either be paid to the *Owner*, or shall be a credit to the *Owner* against the *Contract Price*, in the *Owner*’s discretion.”

“10.1.6 Customs duties penalties, or any other penalty, fine or assessment levied against the *Contractor* shall not be treated as a tax or customs duty for purposes of this GC 10.1.”

3.41 GC 10.2 - LAWS, NOTICES, PERMITS, AND FEES

A. Delete paragraph 10.2.2 in its entirety and replace it with the following:

“10.2.2 The *Owner* shall obtain and pay for permanent easements and rights of servitude. The building permit will be obtained and paid for by the *Contractor*. The *Contractor* shall be responsible to obtain and pay for all other permits, licenses or certificates necessary for the performance of the *Work* which were in force at the date of bid closing. The *Owner* shall pay any plan inspection fee charged by the Ministry of Labour.”

B. Add to the end of paragraph 10.2.4, the following words:

“The *Contractor* shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion, and completion of the stages of construction set out in the Ontario Building Code. The *Contractor* shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code. The *Contractor* shall be present at each site inspection by an inspector or registered code agency as applicable under the Ontario Building Code”

C. Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words:

“Subject to paragraph 1.1.3 and 1.1.4 of GC 1.1 – GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, the”.

D. Amend paragraph 10.2.7 by (a) deleting “bid closing” and substituting “execution of the *Contract*”, and (b) adding the following to the end of the paragraph: “, save and except for changes related to COVID-19 which are provided for under paragraph 6.5.6 of GC 6.5 - DELAYS.”

3.42 GC12.1 – READY-FOR-TAKEOVER

A. Amend paragraph 12.1.1.1 by adding “, and all prerequisites for substantial performance under the Construction Act, RSO 1990, c C.30 have been satisfied.” after the word “*Work*”.

B. Amend paragraph 12.1.1.4 by (a) adding “spare parts, maintenance materials, warranties, data manuals, and specifications” after the words “maintenance documents” and (b) deleting the word “immediate”.

C. Add new paragraphs 12.1.1.9, 12.1.1.10, and 12.1.1.11:

“12.1.1.9 Local fire authority has inspected and confirmed that life safety systems are acceptable, if required by the *Contract Documents*.

12.1.1.10 Elevator inspection and approval by governing authority received by *Consultant*, if required by the *Contract Documents*.

12.1.1.11 Any other prerequisites required by the *Contract Documents*.”

- D. Amend paragraph 12.1.2 by deleting “to 12.1.1.6” and substituting “, 12.1.1.5, and 12.1.1.8”.
- E. Amend paragraph 12.1.4 by deleting “10 calendar days” and substituting “fifteen (15) *Working Days*, or such longer period as may be reasonably required in the circumstances”.
- F. Amend paragraph 12.1.6 by adding “RIGHT OF ENTRY AND ” after “GC 12.2 – ”.\

3.43 GC 12.2 RIGHT OF ENTRY AND EARLY OCCUPANCY BY THE OWNER

- A. Delete GC 12.2 EARLY OCCUPANCY BY THE OWNER in its entirety and substitute the following:

“GC 12.2 RIGHT OF ENTRY AND EARLY OCCUPANCY BY THE OWNER

12.2.1 *the Owner* shall have the right to enter or occupy the *Work* in whole or in part for the purpose of placing fittings and equipment or for other uses before Ready-for-Takeover, if, in the opinion of *Consultant* and *the Owner*, such entry or occupation does not prevent or substantially interfere with the *Contractor* in completion of the *Contract* within the *Contract Time*. Such entry or occupation shall not be considered as acceptance of the *Work* or in any way relieve the *Contractor* from responsibility to complete the *Contract* or its obligations under the *Contract*.

3.44 GC 12.3 WARRANTY

- A. Amend paragraph 12.3.1 by adding the following sentence to the end of the paragraph:

“Where the Project is phased and the Specifications instruct the *Contractor* that the *Work* will be completed in stages or phases and turned over to the *Owner* for permanent use and occupancy prior to the *Substantial Performance of the Work*, the warranty for such stage or phase shall commence, for the particular phase or stage only, on the date the *Owner* takes possession of the phase or stage for permanent use or occupancy and issues a Notice in Writing to that effect.”

- B. Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words “Subject to paragraphs 1.1.3 and 1.1.4 of GC 1.1 – GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT, the”.
- C. Amend paragraph 12.3.6 by adding the words “, unless otherwise required by the *Contract Documents*” to the end of the third sentence.
- D. Add new paragraphs 12.3.7 and 12.3.8 as follows:
 - “12.3.7 Any items which are replaced under warranty or extended warranty shall be warranted from the time of such replacement for an additional period equalling the original warranty under which they were repaired or replaced.
 - 12.3.8 During the month prior to the end of the warranty period, the *Owner*, the *Consultant* and the *Contractor* shall conduct an inspection of the *Work* and the *Contractor* shall promptly remedy any defects to faulty materials or workmanship.”

3.45 GC13.1 - INDEMNIFICATION

- A. Delete paragraphs 13.1.1 through 13.1.6 and replace them with the following:

“13.1.1 Without restricting the parties obligations to indemnify respecting toxic and hazardous substances, patent fees, and health and safety:

- .1 the *Contractor* shall indemnify and hold harmless the *Owner* and the *Consultant*, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings (hereinafter called “claims”), by third parties that arise out of, or are attributable to, the *Contractor*’s performance of the *Contract* provided such claims are:
 - (1) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and
 - (2) caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and

- (3) made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the *Place of Work*.
 - (4) Except as otherwise provided in this *Contract*, the *Owner* expressly waives the right to indemnity for claims other than those stated above.
The obligation of the *Contractor* to indemnify hereunder shall be limited to \$5,000,000 per occurrence from the commencement of the *Work* until *Substantial Performance of the Work* and thereafter to an aggregate limit of \$5,000,000.
- .2 The *Owner* shall indemnify and hold harmless the *Contractor*, the *Contractor's* agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the *Contractor's* performance of the *Contract* which are attributable to a lack of or defect in title or an alleged lack of or defect in title to the *Place of Work*."

3.46 GC 13.2 - WAIVER OF CLAIMS

- A. Delete paragraphs 13.2.1 through 13.2.10 and replace them with the following:

"13.2.1 As of the date of final payment, the *Owner* expressly waives and releases the *Contractor* from all claims against the *Contractor* including without limitation those that might arise from negligence or breach of contract by the *Contractor* except for one or more of the following:

- .1 those made in writing prior to the date of final payment and still unsettled;
- .2 those arising from the provisions of GC13.1 – INDEMNIFICATION or GC13.3 – WARRANTY;
- .3 those arising from GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES and arising from the *Contractor* bringing or introducing any toxic or hazardous substances and materials to the *Place of the Work* after the *Contractor* commences the *Work*;
- .4 those made by Notice in Writing within a period of six years from the date of *Substantial Performance of the Work* as set out in the certificate of substantial performance, or within such shorter period as may be prescribed in any limitation statute of the province or territory of the *Place of the Work* and arising from any liability of the *Contractor* for damages resulting from the *Contractor's* performance of the *Contract* with respect to substantial defects or deficiencies in the *Work* for which the *Contractor* is proven responsible. As used herein, "substantial defects or deficiencies" means any defect or deficiency in the *Work* where the reasonable cost of repair of such defect or deficiency exceeds:
 - .1 for a *Contract Price* of \$2,000,000 or less, the sum of \$50,000, before GST;
 - .2 for a *Contract Price* of \$2,000,000 or more, the sum of \$100,000, before GST.

13.2.2 As of the date of certificate of *Substantial Performance of the Work*, the *Contractor* expressly waives and releases the *Owner* from all claims which it has or reasonably ought to have knowledge of that could be advanced against the *Owner* including without limitation those that might arise from the negligence or breach of contract by the *Owner* except:

- .1 those for which *Notice in Writing* was given prior to the *Contractor's* application for final payment and still unsettled; and
- .2 those arising from the provisions of GC9.2 – TOXIC AND HAZARDOUS SUBSTANCES or GC10.3 – PATENT FEES."

3.47 PART 14 - OTHER PROVISIONS

- A. Add new **PART 14 – OTHER PROVISIONS** as follows:

GC 14.1 - OWNERSHIP OF MATERIALS

- 14.1.1 Unless otherwise specified, all materials existing at the *Place of the Work* at the time of execution of the *Contract* shall remain the property of the *Owner*. All *Work* and Products delivered to the *Place of the Work* by the *Contractor* shall be the property of the *Owner*.

The *Contractor* shall remove all surplus or rejected materials as its property when notified in writing to do so by the *Consultant*.

GC 14.2 - CONSTRUCTION LIENS

- 14.2.1 In the event that a construction lien is registered against the Project by or through a *Subcontractor* or Supplier, and provided that the liens did not arise as a direct result of the failure by the *Owner* to pay the *Contractor* in accordance with the *Contract*, the *Contractor* shall, at its own expense:
- .1 within ten (10) days, ensure that any and all construction liens and certificates of action are discharged, released or vacated by the posting of security in accordance with the *Act*; and
 - .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.
- 14.2.2 In the event that the *Contractor* fails to comply with GC 14.2, the *Owner* may see to the removal of the construction lien or certificate of action or the withdrawal of the written notice of lien, and in that event, the *Contractor* shall be liable to the *Owner* for any and all costs and expenses, including legal costs on a full indemnity basis, associated therewith. the *Owner* shall be at liberty to set off such costs and expenses against any amount otherwise due to the *Contractor* under this *Contract*. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.”

GC 14.3 - CONTRACTOR DISCHARGE OF LIABILITIES

- 14.3.1 In addition to the obligations assumed by the *Contractor* pursuant to GC 3.6, the *Contractor* agrees to discharge all liabilities incurred by it for labour, materials, services, *Subcontractors* and Products, used or reasonably required for use in the performance of the *Work*, except for amounts withheld by reason of legitimate dispute and which have been identified to the party or parties, from whom payment has been withheld.

GC 14.4 - AS-BUILT DRAWINGS

- 14.4.1 Unless otherwise provided in the *Contract Documents*, the *Contractor* shall prepare as-built drawings and provide them to the *Consultant* for review in accordance with paragraph 12.1.1.5.

GC 14.5 - DAILY REPORTS/DAILY LOGS

- 14.5.1 The *Contractor* shall cause its supervisor, or such competent person as it may delegate, to prepare a daily log or diary reporting on weather conditions, work force of the *Contractor*, *Subcontractors*, Suppliers and any other forces on site and also record the general nature of Project activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day work force.
- 14.5.2 The *Contractor* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the Project, including records which document the activities of the *Contractor* in connection with GC 3.4, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4.

GC 14.6 - NEUTRAL APPOINTING AUTHORITY

- 14.6.1 For purposes of the Rules the term “neutral appointing authority”, shall mean the “Appointing Committee” at ADR Chambers presiding at the time notice of the dispute is given pursuant to the *Contract*.”

GC 14.7 - PUBLIC STATEMENTS

- 14.7.1 The *Contractor* shall not publish, issue or make any statements or news release, electronic or otherwise, concerning the *Contract*, the *Work*, or the *Project*, without the express written consent of the *Owner*.

GC 14.9 - HOSPITAL RELATED PROVISIONS

- 14.9.1 The *Contractor* acknowledges that the security and safety of the patients, employees and other occupants of the existing hospital is paramount. If any of the employees of the *Contractor* or the *Subcontractors* is determined by the *Owner* to be a concern for the security or safety of such patients, employees or occupants, the *Owner* may require that the *Contractor* replace such employee.
- 14.9.2 The *Contractor* recognizes that part of the *Work* may consists of the renovation of existing buildings and structures or the addition of a structure to an existing building. The *Contractor*:
- .1 recognizes that that the provision of patient care during construction is a priority for the *Owner*. The *Contractor* shall comply with the reasonable instructions provided by the *Owner* (including, without limitation, the *Owner's* infection control practitioner) in regard to patient care and the operation and use of the hospital during the performance of the *Work*. Any costs incurred by the *Contractor* in complying with the said instructions shall be part of the *Contract Price*.
 - .2 without in any way limiting its responsibilities under this *Contract*, the *Contractor* shall take all reasonable steps to avoid interference with fire exits, building access and egress, continuity of electric power and all other utilities, to suppress dust and noise, to avoid conditions likely to propagate mould or fungus of any kind, and all other steps reasonably necessary to promote and maintain the safety and comfort of the users and occupants of such structures or adjacent structures. Without the *Owner's* prior approval, the *Contractor* shall not permit any *Worker* or *Subcontractors* to use any existing facilities including, without limitation, lavatories, toilets, entrances and parking areas other than those designated by the *Owner*.
- 14.9.3 Notwithstanding any other provision in the *Contract*, paramountcy of access must be given to emergency vehicles and no claim may be made by the *Contractor* for any delay in the performance of the *Work* as a result of any temporary lack of access to the Place of *Work* resulting from this paramountcy of access by emergency vehicles, provided that the *Owner* will use commercially reasonable efforts to avoid and to limit the duration of any temporary lack of access for this reason.
- 14.9.4 The *Owner* has the authority, but without the obligation, to stop the *Work* in any circumstance affecting the safety of life or property or otherwise may cause an unsafe condition for the operation of the existing hospital. The *Contractor* shall abide by the *Owner's* instructions to stop the *Work* and to any related instructions pertaining to the circumstance without any increase in the *Contract Price* and extension in the *Contract Time* if such circumstance was caused by the *Contractor*, *Subcontractors* or Suppliers.
- 14.9.5 The *Contractor* shall, and shall cause the *Subcontractors* and Suppliers to, comply with hospital policies and procedures including, without limitation, environmental requirements, infection control measures and safety and emergency preparedness guidelines which are or come into force (including, without limitation, those forming part of the *Contract Documents*) as such documents are amended by the *Owner* from time to time, provided that a material amendment to the hospital policies and procedures by the *Owner* after the date of the Agreement which gives rise to a significant change in the *Work* shall be dealt with in accordance PART 6 - CHANGES IN THE WORK."

END OF SUPPLEMENTARY CONDITIONS

APPENDIX 1

LANGUAGE FOR OWNER PERSONNEL OR FOR THIRD PARTY CONTRACTORS ENTERING A PROJECT SITE WHERE THE CONTRACTOR HAS ASSUMED OVERALL RESPONSIBILITY – IN CONTRACT – FOR OCCUPATIONAL HEALTH AND SAFETY

“The (trade or employee) acknowledges that the work it will perform on behalf of Kingston General Hospital (the “*the Owner*”) requires it to enter a job site which is under the total control of a [name of contractor] (the “*the Contractor*”).

The (trade or employee) acknowledges that the *Contractor* has assumed overall responsibility for compliance with all aspects of the health and safety legislation of Ontario, including all the responsibilities of the “constructor” under the Occupational Health and Safety Act (Ontario). Further, (trade or employee) acknowledges that the *Contractor* is also responsible to the *Owner* to co-ordinate and schedule the activities of our work with the work of the *Contractor*.

We agree to comply with the *Contractor* directions and instructions with respect to occupational health and safety and coordination. We acknowledge that it will be cause for termination under our contract with the *Owner* should (I/we) fail or refuse to accept the direction and instruction of the *Contractor* with respect to matters of occupational health and safety or matters related to coordination of work.

We agree to have the *Contractor* named as an additional insured on our comprehensive liability policy.”

APPENDIX 2

AMENDMENT TO RULES FOR MEDIATION AND ARBITRATION OF CONSTRUCTION INDUSTRY DISPUTES

(CCDC-40, 2018) (THE "RULES")

This Amendment supersedes, replaces or amends the Rules, as the case may be, as outlined below.

RULES FOR MEDIATION OF CCDC 2 CONSTRUCTION INDUSTRY DISPUTES

- A. By Agreement. Delete clause 5.1 and replace it with the following:
 - B. "5.1 By Agreement. Where a party desires the appointment of a Project Mediator and gives a Notice in Writing to that effect, such notice shall include the names of two qualified individuals who are prepared to act as mediator, ranked in order of preference. Within five Working Days of receiving such a notice, the other party shall deliver a responding notice including the names of two qualified individuals who are prepared to act as mediator, ranked in order of preference. From the names submitted by the parties, the parties shall unanimously appoint a mediator."
 - C. Appointment of Project Mediator. Add a new clause 5.5 which reads as follows:
 - D. "5.5 Formal Agreement. When the Project Mediator has been appointed, whether pursuant to clause 5.1 or clause 5.2, the parties and the mediator shall enter into an agreement in writing pursuant to which the terms and conditions of the engagement of the Project Mediator shall be set out. Such agreement shall include an undertaking by the Project Mediator to carry out the mediation pursuant to these Rules and such agreement shall specifically set out the undertaking of the Project Mediator and the parties as to "Costs of the Mediation" (Section 12) and "Privileged Process" (Section 14)."
- Representation. Amend clause 8.1 by deleting the last six words of that clause.

RULES FOR ARBITRATION OF CCDC 2 CONSTRUCTIONS INDUSTRY DISPUTES

- 1) Location of Arbitration. Add the following as a second sentence to clause 6.1:
"Failing agreement by the parties, the arbitrator may select a location for the arbitration within the jurisdiction of the Place of Work, which is convenient to both parties".
- 2) Single Arbitrator. Delete clause 9.1 and replace it with the following:
"9.1 The arbitration shall be conducted before a single arbitrator who possesses the qualifications specified in Clause 9.5."
- 3) Appointment Of Arbitrator. Delete Clause 9.2 in its entirety and replace it with the words, "intentionally left blank".
- 4) Appointment of 3 Arbitrators. Delete Clause 9.4 in its entirety and replace it with, "intentionally left blank".
- E. Appointment of Arbitrator. Add a new clause 9.13 which reads as follows:
"9.13 Where the arbitrator has been appointed pursuant to the Section 9, the parties and the arbitrator shall enter an agreement in writing setting out, at minimum, the name of the arbitrator, the undertaking of the arbitrator and the parties to conduct the arbitration pursuant to these Rules and the terms and conditions of engagement of the arbitrator

including the fees to be paid and expenses to be reimbursed and any arrangements required to provide for interim payment of fees and/or expenses to the arbitrator.”

- F. Procedural Meeting. Add the following new sentence to clause 10.2:
“Such written record shall be deemed to be the procedural code for the conduct of the arbitration, subject to any further orders of the arbitrator or of the Court of competent jurisdiction.”
- G. Powers of the Arbitrator. Delete clause 11.1 and substitute the following:
“Subject to these Rules and subject to the written record described in clause 10.3, the arbitrator may conduct the arbitration in such manner as the arbitrator, acting reasonably, considers appropriate provided that in all events each party shall be treated fairly and given a full opportunity to present its case and respond to the case presented by the other party.”
- H. Exchange of Statements. Delete clause 13.1(a) and replace it with the following:
“(a) which are relevant to the issues in dispute, and..”.
- I. Disclosure. Delete clause 13.2 and replace it with the following:
“13.2 The arbitrator may order one or both parties to prepare an affidavit, within a specified time, in which such party deposes under oath that it has made a full and complete listing of documents pursuant to clause 13.1(a) where the arbitrator has reason to believe that one or both parties may not have made full and complete disclosure of the documents relevant to the issues in the arbitration.”
- J. Add a new clause 16.7 as follows:
“16.7 In the event that a party provides the statement or report of an expert witness pursuant to clause 16.1, the provisions of clauses 16.4 and 16.5 shall apply, with necessary modifications.”
- K. Hearings and Meetings. Amend clause 13.3 by adding the following language to that clause:
“..unless otherwise agreed by both parties or directed by the arbitrator.”
- L. Arbitrator Retained Experts. Add clause 16.2(c) as follows:
“(c) provide the party with a written summary of any other information, beyond that described in clauses 16.2(a) and (b), upon which the expert relied in preparing the expert’s report.”
- M. Consolidation, Conducting Together or Consecutively, or Stay of Arbitrations. Amend clause 24.1(a) by adding the following wording to that clause:
“...on the same Project,...”.

END OF SUPPLEMENTARY CONDITIONS

SECTION 01 11 00
SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK OF THIS CONTRACT

- A. *Work of this Contract* comprises the following:
Kingston Health Sciences Centre / KGH Kidd-Davies Dishwasher Room Renovation
- B. Municipal Address:
76 Stuart Street, Kingston, Ontario, K7L 2V7
- C. Legal Description:
All and singular that certain parcel or tract of land and premises, situate lying and being in the Province of Ontario and in the City of Kingston, comprising all of PLAN No. 13 R 6752 by David T. Humphries, Ontario Land Surveyor, dated the 16th April 1986, which said Plans were deposited in the Land Registry Division of Frontenac (No. 13) on the 24th April 1986, which said plans form a part of this legal description.
- D. The work for *Kingston Health Sciences Centre / KGH Kidd-Davies Dishwasher Room Renovation* includes but is not limited to:
1. All work outlined in these specifications.
 2. Maintain the area around the pot wash sink for continuation operation throughout construction. Downtime will be provided to finish this specific area. The Contractor shall coordinate with the Client to arrange the necessary downtime.
 3. Disconnect and remove existing services from the existing dishwasher as required to accommodate equipment removal by others, and complete all new service supplies, connections and modifications required for the new dishwasher and pulper equipment after it is installed by others.

Important Clarification: the former dishwasher equipment will be removed and the new dishwasher and pulper equipment will be supplied and installed by others. The Contractor is responsible to disconnect all services (such as steam, ducts, plumbing, power, etc) to the former dishwasher prior to removal. Likewise, the Contractor is responsible to supply and connect all services (such as steam, ducts, plumbing, power, etc) to the new dishwasher after installation.

4. Complete architectural finish upgrades within the dishwasher room, including replacement of the acoustical tile ceiling and grid, wall preparation and painting, and preparation of the floor and base for new epoxy paint.
 5. Complete fire protection, plumbing, mechanical and electrical modifications required to support the new equipment and associated architectural upgrades, including sprinkler escutcheon replacement, drainage and water piping modifications, trench and area drain replacement, steam piping modifications, dishwasher exhaust ductwork modifications, new dishwasher exhaust fan, power distribution changes and lighting replacement.
 6. Complete all required ancillary work, including, but not limited to:
 - a. Demolition: cutting, coring and other penetrations as needed;
 - b. Restoration: patching, repairing, sealing, etc. as required to make good all affected surfaces and finishes. Reinstall all finishes to match their original condition, or better.
- E. A list of the *Contract Documents* can be found in Article A-3 CONTRACT DOCUMENTS of the Agreement between *Owner* and *Contractor*.

- F. *Consultant* may furnish additional drawings to assist proper execution of the *Work*. These drawings will be issued for clarification only. Such drawings shall have same meaning and intent as if they were included with plans referred to in *Contract Documents*.
- G. The *Drawings* and *Specifications* shall be carefully read by the *Contractor* so that the extent and nature of the work of all trades is understood. All trades shall co-operate and work together, so that the *Work* will fit together and make a complete and satisfactory job in every detail. All work shall be done and materials supplied to complete such work in every detail to the true intent and meaning of the *Drawings*, *Specifications* and any additional details furnished as the *Work* progresses.

1.2 SCHEDULE "A" – KEY PERSONNEL

- A. Prior to commencement of *Work*, prepare and submit 'Schedule "A" – Key Personnel' identifying *Contractor's* personnel mentioned below, who will be employed/engaged in performance of the *Work*:
 - 1. Project Manager(s)
 - 2. Superintendent(s)
 - 3. Coordinator(s)
 - 4. Site Supervisor(s)
- B. Make submittal in accordance with Section 01 33 00.

1.3 DIVISION OF WORK

- A. Division of the *Work* among *Subcontractors* and *Suppliers* is solely *Contractor's* responsibility. *Consultant* and *Owner* assume no responsibility to act as an arbiter to establish subcontract limits between Sections or Divisions of the *Work*.

1.4 SPECIFICATIONS LANGUAGE AND STYLE

- A. These specifications are written in the imperative mood and in streamlined form. The imperative language is directed to *Contractor*, unless stated otherwise.
- B. Complete sentences by reading "shall", "*Contractor* shall", "shall be", and similar phrases by inference. Where a colon (:) is used within sentences and phrases, read the words "shall be" by inference.
- C. Fulfill and perform all indicated requirements whether stated imperatively or otherwise.
- D. When used in the context of a *Product*, read the word "provide" to mean "supply and install to result in a complete installation ready for its intended use".

1.5 CONTRACT DOCUMENTS FOR CONSTRUCTION PURPOSES

- A. *Owner* will supply *Contractor* with a complete set of *Contract Documents* in electronic form before commencement of the *Work*. *Contractor* may print hard copies for construction purposes as required.
- B. Unauthorized reproduction of *Contract Documents* is prohibited.

1.6 DOCUMENTS AT THE SITE

- A. Keep the following documents at *Place of the Work*, stored securely and in good order and available to *Owner* and *Consultant* in hard copy form:
 - 1. Current *Contract Documents*, including *Drawings*, *Specifications* and addenda.
 - 2. *Change Orders*, *Change Directives*, and *Supplementary Instructions*.
 - 3. Reviewed *Shop Drawings*, *Product* data and samples.
 - 4. Field test reports and records.
 - 5. Construction progress schedule.

6. Meeting minutes.
 7. Manufacturer's certifications.
 8. Permits, inspection certificates, and other documents required by authorities having jurisdiction.
 9. Current as-built drawings.
 10. Material Safety Data Sheets (MSDS) for all controlled Products.
 11. ULC firestopping details as needed for performance of the *Work*.
- B. In the event that revised *Drawings* are issued after the *Work* has commenced, superseded *Drawings* are to be removed from the site.

1.7 CONTRACTOR'S USE OF PREMISES

- A. *Contractor's* access to the work areas will vary and are to be coordinated with the *Owner* prior to commencing work in each space.
- B. Use of site is limited to the areas of work unless specific locations for hoarding and storage are indicated on the documents.
- C. See Section 00 14 00 – Work Restrictions for further details of additional restrictions on the *Contractor's* use of the premises.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SUMMARY OF WORK

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RESTRICTIONS ON USE OF PREMISES

- A. All contractors may be screened when entering any Kingston Health Sciences Centre / Providence Care sites, and will need to have a valid hospital issued ID.
- B. Comply with smoking restrictions. Smoking is not permitted within the building and only permitted within the designated areas on the building grounds.
- C. Confine *Construction Equipment, Temporary Work*, storage of *Products*, waste products and debris, and all other construction operations to limits required by laws, ordinances, permits, and *Contract Documents*, whichever is most restrictive. Do not unreasonably encumber *Place of the Work*. The *Owner* reserves the right to remove any and all encumbrances at the *Contractor's* expense.
- D. Move stored products or equipment which interferes with operations of *Consultant, Owner* or *Other Contractors*.
- E. Obtain and pay for use of additional storage or work areas needed for operations.
- F. During the extent of the *Contract* and at any time the *Contractor's* forces are on the site or within the boundaries of the Hospital, the *Contractor* is required to comply with all Hospital policies. Violation of any aspect of any portion of any listed policy is grounds for investigation, disciplinary action of those involved, and at the discretion of the *Owner*, termination of the *Contract*. A copy of the policies and procedures is available for viewing at the office of the *Owner*.
- G. Prior to the start of the *Work*, all construction forces will be required to attend an *Owner's* orientation session. Approximate time of session is 2 hours and will include Security, Fire Safety, Health and Safety and Infection Control. This session is a requirement of the Hospital and must be completed by any personnel who wish to access the site. Personnel with a current, valid ID Badge are required to take a refresher course prior to commencing work

1.2 WORK SEQUENCE

- A. During the execution of the *Work*, the existing facility will be occupied and will remain operational at all times. The *Contractor* shall coordinate the *Work* so that the *Owner* can maintain the normal operation of the facility with little to no disturbance. All temporary partitions, fencing, hoarding and temporary exits will be required to be in place prior to commencing the *Work* and shall be constructed to meet the requirements of a Section 01 35 33 for additional infection control guidelines and procedures.

1.3 OWNER OCCUPANCY

- A. *Owner* will occupy premises during entire construction period.
- B. Cooperate with *Owner* in scheduling operations to minimize disruptions and to facilitate *Owner* usage.

1.4 RESTRICTED HOURS OF WORK

- A. *Work* may be performed during *Owner's* normal business hours which are Monday to Friday from 08:00 h to 17:00 h except as otherwise noted or coordinated with the *Owner*.

- B. Any interruption involving the shutdown of any component of the existing mechanical / plumbing systems shall be coordinated at least 48 hours in advance and will take place during hours agreed upon with *Owner*.
- C. Allow for hours of work restrictions in construction progress schedule.

1.5 NOISY WORK RESTRICTIONS IN OCCUPIED FACILITIES

- A. Execute the *Work* with least possible interference or disturbance to occupants, public, and normal use of premises.
- B. Schedule excessively noisy work to avoid disturbance to building occupants. Perform excessive noise generating work during limited hours as stipulated by *Owner*.
- C. Use powder actuated devices only with *Consultant's* written permission.
- D. From time to time, the *Contractor* may be asked to stop all work, or temporarily suspend a type of work due to the generation of noise or other disruption to the Hospital. In the event the *Owner* requests the *Contractor* to suspend or stop work and when no other work can reasonably be completed, the *Owner* will reasonably compensate the *Contractor* for the time lost. Compensation will be processed by means of a *Change Order*.

1.6 MAINTAINING LIFE SAFETY SYSTEMS IN OCCUPIED FACILITIES

- A. Maintain operational life safety systems and public access to exits in occupied areas during all stages of the *Work*.
- B. Determine nature and exact locations of existing fire and smoke sensors prior to the commencement of the *Work*. Avoid direct or indirect jarring while working in adjacent areas and exercise caution to avoid triggering these devices.
- C. Be responsible for costs incurred by *Owner* on account of false fire alarms activated as a result of the execution of the *Work* without adequate precautions.

1.7 SITE SECURITY

- A. At the end of each working day, the *Contractor* shall ensure that all access to any area of construction is locked and secure. Provide access keys to *Owner's* security personnel in case of breach in security. Any tools, materials or property of the *Owner* that is damaged or stolen, due to inadequate security of the work area, shall be replaced at no cost to the *Owner*.
- B. Where security may be reduced by the *Work*, provide temporary means to maintain security. Coordinate necessary protection with the *Owner* and submit to the *Consultant* for review prior to installation.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF WORK RESTRICTIONS

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 DEFINITION

- A. In this Section “Substitution” means a *Product*, a manufacturer, or both, not originally specified in *Contract Documents* by proprietary name but proposed for use by *Contractor* in place of a *Product*, a manufacturer, or both, specified by proprietary name.

1.2 SUBSTITUTION PROCEDURES

- A. *Contractor* may propose a Substitution wherever a *Product* or manufacturer is specified by proprietary name(s), unless there is accompanying language indicating that Substitutions will not be considered.
- B. *Contractor* may propose a Substitution wherever a *Product* or manufacturer is specified by proprietary name(s) and accompanied by language such as "or equal", "or approved equal", or other similar words. Do not construe such language as an invitation to unilaterally provide a Substitution without *Consultant's* prior acceptance in writing. Do not order or install any Substitution without a *Supplemental Instruction* or *Change Order*.
- C. Provided a proposed Substitution submission includes all of the information specified in this Section under Submission Requirements For Proposed Substitutions, *Consultant* will promptly review and accept or reject the proposed Substitution.
- D. *Consultant* may accept a Substitution if satisfied that:
1. the proposed substitute *Product* is the same type as, is capable of performing the same functions as, interfaces with adjacent work the same as, and meets or exceeds the standard of quality, performance and, if applicable, appearance and maintenance considerations, of the specified *Product*,
 2. the proposed substitute manufacturer has capabilities comparable to the specified manufacturer, and
 3. the Substitution provides a benefit to *Owner*.
- E. If *Contractor* fails to order a specified *Product* or order a *Product* by a specified manufacturer in adequate time to meet *Contractor's* construction schedule, *Consultant* will not consider that a valid reason to accept a Substitution.
- F. If *Consultant* accepts a Substitution and subject to *Owner's* agreement, the change in the *Work* will be documented in the form of either a *Supplemental Instruction* or *Change Order* as specified in Section 01 26 00 – Contract Modification Procedures.
- G. If a Substitution is accepted in the form of a *Supplemental Instruction* or *Change Order*, *Contractor* shall not revert to an originally specified *Product* or manufacturer without *Consultant's* prior written acceptance.

1.3 SUBMISSION REQUIREMENTS FOR PROPOSED SUBSTITUTIONS

- A. Include with each proposed Substitution the following information:
1. Identification of the Substitution, including product name and manufacturer's name, address, telephone numbers, and web site.
 2. Reason(s) for proposing the Substitution.
 3. A statement verifying that the Substitution will not affect the *Contract Price* and *Contract Time* or, if applicable, the amount and extent of a proposed increase or decrease in *Contract Price* and *Contract Time* on account of the Substitution.

4. A statement verifying that the Substitution will not affect the performance [or warranty] of other parts of the *Work*.
5. Manufacturer's *Product* literature for the Substitution, including material descriptions, compliance with applicable codes and reference standards, performance and test data, compatibility with contiguous materials and systems, and environmental considerations.
6. Product samples as applicable.
7. A summarized comparison of the physical properties and performance characteristics of the specified *Product* and the Substitution, with any significant variations clearly highlighted.
8. Availability of maintenance services and sources of replacement materials and parts for the Substitution, as applicable, including associated costs and time frames.
9. If applicable, estimated life cycle cost savings resulting from the Substitution.
10. Details of other projects and applications where the Substitution has been used.
11. Identification of any consequential changes in the *Work* to accommodate the Substitution and any consequential effects on the performance of the *Work* as a whole. A later claim for an increase to the *Contract Price* or *Contract Time* for other changes in the *Work* attributable to the Substitution will not be considered.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SUBSTITUTION PROCEDURES

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SCHEDULE OF LABOUR RATES

- A. Prior to the first application for payment, submit for the *Consultant's* review a schedule of labour rates for all trades and classifications of trades, such as journeymen, apprentices, and foremen that will be employed in the *Work*. Provide a breakdown of payroll burden component of labour rates.
- B. Labour rates shall reflect the salaries, wages, and benefits paid to personnel in the direct employ of the *Contractor*, *Subcontractors*, and sub-*Subcontractors*, stated as hourly rates, that will be used when:
 - 1. preparing price quotations for *Change Orders*, and
 - 2. determining the cost of work attributable to *Change Directives*.
- C. Labour rates stated in the schedule of labour rates shall be consistent with rates that will actually be paid, and payroll burden costs that will actually be incurred, in the normal performance of the *Work*, during regular working hours. Labour rates shall not include any additional overhead and profit component.
- D. Where collective agreements apply, the labour rates shall not exceed those established by collective agreement.
- E. Obtain the *Owner's* written acceptance of the schedule of labour rates before submitting the first *Change Order* quotation.
- F. Accepted schedule of labour rates will be used solely for evaluating *Change Order* quotations and cost of performing work attributable to *Change Directives*.
- G. The *Contractor* may request amendments to the accepted schedule of labour rates if changes in the labour rates that will actually be paid, or payroll burden cost that will actually be incurred, in the normal performance of the *Work* can be demonstrated. Obtain the *Owner's* written acceptance of such changes.

1.2 SCHEDULE OF EQUIPMENT RATES

- A. Prior to the first application for payment, submit for the *Consultant's* review a schedule of equipment rates for *Contractor* owned *Construction Equipment*.
- B. Equipment rates shall reflect the rates that will be used when:
 - 1. preparing price quotations for *Change Orders*, and
 - 2. determining the cost of work attributable to *Change Directives*.
- C. Equipment rates stated in the schedule shall be consistent with local equipment rental market rates and shall not include any additional overhead and profit component.
- D. Obtain the *Owner's* written acceptance of the schedule of equipment rates before submitting the first *Change Order* quotation.
- E. Accepted schedule of equipment rates will be used solely for evaluating *Change Order* quotations and cost of performing work attributable to *Change Directives*.
- F. The *Contractor* may request amendments to the accepted schedule of equipment rates if changes in local equipment rental market rates can be demonstrated. Obtain the *Owner's* written acceptance of such changes.

1.3 VALUATION OF CHANGES BASED ON AGREED UNIT PRICES

- A. The *Consultant* may, at the outset of the *Contract* or at any other time, request the *Contractor* to submit unit prices anticipated to be required in valuing changes in the *Work*.
- B. The *Contractor* shall submit such unit prices promptly upon request.
- C. The unit prices shall be valid for a specified duration.
- D. The unit prices shall exclude all fees for overhead and profit and shall be subject to the percentage fees specified in this Section under Fees for Overhead and Profit – Change Orders.
- E. The *Consultant* will evaluate the *Contractor's* quoted unit prices and, if accepted by the *Owner* in writing, the agreed unit prices shall be used to value subsequent proposed changes in the *Work* wherever they are applicable.

1.4 METHOD OF CONTRACT PRICE ADJUSTMENT - CHANGE ORDERS

- A. Unless otherwise agreed, the adjustment of the *Contract Price* on account of a proposed change in the *Work* shall be based on a quotation for a fixed price increase or decrease to the *Contract Price* regardless of the *Contractor's* actual expenditures and savings.
- B. If unit prices included in the stipulated price contract are applicable to the proposed change, the adjustment of the *Contract Price* shall be based on those unit prices, to the extent they apply. If the actual quantities to which the unit prices apply vary from the estimated quantities by more than 12%, the unit prices shall be subject to negotiation.

1.5 CHANGE ORDER PROCEDURES

- A. Upon issuance by the *Consultant* to the *Contractor* of a proposed change in the *Work*, and unless otherwise requested in the proposed change or unless otherwise agreed:
 - 1. Submit to the *Consultant* a fixed price quotation for the proposed change in the *Work* within 5 days after receipt of the proposed change in the *Work*.
 - 2. If requested in the proposed change, provide a detailed breakdown of the price quotation including the following to the extent applicable, with appropriate supporting documentation:
 - a. Estimated labour costs, including hours and applicable hourly rates based on the accepted schedule of labour rates.
 - b. Estimated Product costs, including *Supplier* quotations, estimated quantities and unit prices.
 - c. Estimated *Construction Equipment* costs.
 - d. Enumeration of all other estimated costs included in the price quotation.
 - e. Estimated credit amounts for labour and *Products* not required on account of the proposed change.
 - f. Fees, not exceeding the applicable percentages for overhead and profit as specified in this Section.
 - g. Where applicable, *Subcontractor* quotations, also including a detailed breakdown of all of the above.
 - 3. Include in the quotation the increase or decrease to the *Contract Time*, if any, for the proposed change, stated in number of days.
 - 4. Include in the quotation the number of days for which the quotation is valid.
 - 5. The quotation will be evaluated by the *Consultant* and the *Owner* and, if accepted by the *Owner*, be documented in the form of a signed *Change Order*.

1.6 FEES FOR OVERHEAD AND PROFIT – CHANGE ORDERS

- A. Where the *Contractor's* price quotation for a *Change Order* results in a net increase to the *Contract Price*, the *Contractor's* entitlement to a fee for overhead and profit in the quotation shall be as follows, as applicable:

1. For work to be performed by the *Contractor's* own forces,
 - a. If the changes to the *Work* have a value of less than or equal to \$50,000, 10% of the *Contractor's* price quotation before the *Contractor's* fee is applied
 - b. If the changes to the *Work* have a value greater than \$50,000, 7.5% of the *Contractor's* price quotation before the *Contractor's* fee is applied
 2. For work to be performed by a *Subcontractor*, 5% of the *Subcontractor's* price quotation including the *Subcontractor's* fee.
- B. Where a *Subcontractor's* price quotation for a *Change Order* results in a net increase to the *Subcontractor's* contract price, the *Subcontractor's* entitlement to a fee for overhead and profit in the quotation shall be as follows, as applicable:
1. For work to be performed by the *Subcontractor's* own forces, 15% of the *Subcontractor's* price quotation before the *Subcontractor's* fee is applied.
 2. For work to be performed by a sub-*Subcontractor*, 20% of the sub-*Subcontractor's* price quotation including the sub-*Subcontractor's* fee.
- C. Where the *Contractor's* or a *Subcontractor's* price quotation for a *Change Order* results in a net decrease in price before adjustment for fees for overhead and profit, such a price quotation shall be for the net decrease without any adjustment for fees for overhead and profit.

1.7 METHOD OF CONTRACT PRICE ADJUSTMENT - CHANGE DIRECTIVES

- A. Unless the *Owner* and the *Contractor* reach an earlier agreement on the adjustment to the *Contract Price* by means of a *Change Order* that cancels the *Change Directive*, the adjustment in the *Contract Price* for change carried out by way of a *Change Directive* shall be determined as specified in the *General Conditions* of *Contract* after the change in the *Work* is completed.

1.8 CHANGE DIRECTIVE PROCEDURES

- A. If a *Change Directive* is issued for a change in the *Work* for which a proposed change was previously issued, but no *Change Order* has yet been signed, the *Change Directive* shall cancel the proposed change and any *Contractor* quotations related to that change in the *Work*.
- B. When proceeding with a change in the *Work* under a *Change Directive*, keep accurate records of daily time sheets for labour and *Construction Equipment*, and invoices for *Product* and *Construction Equipment* costs. Submit such records to the *Consultant* daily, until the *Change Order* superseding the *Change Directive* is issued.

1.9 FEES FOR OVERHEAD AND PROFIT – CHANGE DIRECTIVES

- A. The *Contractor's* entitlement to a fee for overhead and profit on the *Contractor's* expenditures and savings attributable to a *Change Directive* shall be as follows, as applicable:
1. For work performed by the *Contractor's* own forces, 10% of the *Contractor's* net increase in costs.
 2. For work performed by a *Subcontractor*, 10% of the sum of the *Subcontractor's* net increase in costs plus the *Subcontractor's* fee.
- B. A *Subcontractor's* entitlement to a fee for overhead and profit on the *Subcontractor's* expenditures and savings attributable to a *Change Directive* shall be as follows, as applicable:
1. For work performed by the *Subcontractor's* own forces, 15% of the *Subcontractor's* net increase in costs.
 2. For work performed by a sub-*Subcontractor*, 10% of the sum of the sub-*Subcontractor's* net increase in costs plus the sub-*Subcontractor's* fee.
- C. Where a *Change Directive* results in net savings on account of work not required to be performed and a net decrease in the *Contractor's* or *Subcontractor's* cost, the net savings to the *Contractor* or *Subcontractor* shall be calculated without any adjustment for fees for overhead and profit.

- D. When a *Change Directive* is ultimately recorded as a *Change Order*, there shall be no additional entitlement to fees for overhead and profit beyond those specified in this article.

1.10 SUPPLEMENTAL INSTRUCTIONS

- A. The *Consultant* may issue *Supplemental Instructions* to provide clarifications to the *Contract Documents*, provide additional information, or make minor variations in the *Work* not involving adjustment in the *Contract Price* or *Contract Time*.
- B. If the *Contractor* considers a *Supplemental Instruction* to require an adjustment in *Contract Price* or *Contract Time*, the *Contractor* shall within ten (10) *Working Days* of the receipt of the *Supplemental Instruction* notify the *Consultant* in writing. If the *Contractor* needs additional information to determine whether a *Supplemental Instruction* involves an adjustment of the *Contract Price* or *Contract Time*, the *Contractor* may issue a written request to the *Consultant* seeking such additional information. Upon receipt of such additional information, the *Contractor* shall, within ten (10) *Working Days* notify the *Consultant* in writing of the opinion that the *Supplemental Instruction* involves an adjustment in the *Contract Price* or the *Contract Time*. Failure to provide written notification within the time stipulated above shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor* without adjustment to the *Contract Price* or the *Contract Time*. If written notice is provided as outlined above, the *Contractor* shall not proceed with any work related to the *Supplemental Instruction* pending receipt of a *Change Order*, a *Change Directive*, or, in accordance with the dispute resolution provisions of the *General Conditions of Contract*, a *Notice in Writing* of a dispute and instructions to proceed.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CONTRACT MODIFICATION PROCEDURES

SECTION 01 29 00 PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SCHEDULE OF VALUES

- A. Prior to the first application for payment, submit for *Consultant's* review an initial schedule of values. Modify the initial schedule of values if and as requested by *Consultant*. Obtain *Consultant's* written acceptance of the initial schedule of values prior to the first application for payment.
- B. Together with the first and all subsequent applications for payment, submit updated versions of the schedule of values to indicate the values, to the date of application for payment, of work performed and *Products* delivered to *Place of the Work*.
- C. Provide the schedule of values in an electronic spreadsheet format that provides for inclusion of the following information:
 1. Identifying information including title and location of the *Work*, name of *Contractor*, number and date of application for payment, and period covered by the application for payment.
 2. A work breakdown structure that is sufficiently detailed and comprehensive to facilitate *Consultant's* evaluation of applications for payment at an appropriate level of detail. Include separate line items for closeout procedures including closeout submittals, demonstration and training, start-up and testing, and commissioning collectively valued at minimum 5% of *Contract Price*.
 3. Provisions for approved *Change Orders* so that the breakdown amounts indicated in the schedule of values aggregate to the current total *Contract Price*. Also provide for indicating the estimated value of *Change Directives* within the schedule of values, separately from the current total *Contract Price*.
 4. Include a separate line item for *Value Added Taxes* as payable for each application.
 5. For each item in the work breakdown structure, provide as a minimum the following information, under headings as indicated:
 - a. Breakdown Amount: A dollar amount, including an appropriate pro rata portion of *Contractor's* overhead and profit.
 - b. Performed to Date: The value of *Work* performed and *Products* delivered to *Place of the Work* up to the date of the application for payment, stated as a percentage of the *Contract Price* and in dollars.
 - c. Previously Performed: The value of *Work* performed and *Products* delivered to the *Place of the Work* for which payment has been previously certified, stated in dollars.
 - d. Current Period: The value of *Work* performed and *Products* delivered to *Place of the Work* for which *Contractor* is currently applying for payment, stated in dollars.
 - e. Balance to Complete: The value of *Work* not yet performed and *Products* not yet delivered to *Place of the Work*, stated in dollars.

1.2 CLOSEOUT SUBMITTAL VALUE

- A. *The closeout submittal documents described in this Section shall carry a value of the total value of the Contract multiplied by 0.05.* The value of these documents shall be clearly identified as a line item in the Contractor's schedule of values.
- B. Payment for closeout submittals will not be authorized until documents are received, reviewed, deemed acceptable and in the possession of the Owner.

- C. Since the maintenance of accurate, up-to-date document records have legal ramifications for the operation of the Hospital, should the Contractor fail to provide Closeout Submittal Manuals, in the described, acceptable format, the Contractor may, at the Owner's discretion, be deemed to be unsuitable to undertake future work of the Owner.

1.3 CASH FLOW PROJECTION

- A. Prior to the first application for payment submit, for *Consultant's* review, a forecast of approximate monthly progress payments for each month of the *Contract Time*.
- B. Submit revised cash flow forecasts when required due to significant changes in rate of progress of the *Work* or significant changes in the *Contract Price* when requested by *Consultant*.

1.4 WORKERS' COMPENSATION CLEARANCE

- A. Submit proof of workers' compensation clearance with each application for payment.

1.5 STATUTORY DECLARATIONS

- A. Submit a statutory declaration in the form of CCDC 9A – Statutory Declaration of Progress Payment Distribution by *Contractor* with each application for payment except the first.

1.6 PAYMENT FOR PRODUCTS STORED OFF SITE

- A. *Owner* may, due to extraordinary circumstances and at *Owner's* sole discretion, make payments for *Products* delivered to and stored at a location other than *Place of the Work*, subject to:
 - 1. a request submitted by *Contractor* in writing, with appropriate justification, and
 - 2. whatever conditions *Owner* or *Consultant* may establish for such payments, as required to protect *Owner's* interests.

1.7 RELEASE OF HOLDBACK

- A. See General Condition 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK and associated Supplementary Conditions in 3.23 of 00 73 00 Supplementary Conditions.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF PAYMENT PROCEDURES

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1 CONSTRUCTION START-UP MEETING

- A. Promptly after *Contract* award, *Consultant* will establish the time and location of a construction start-up meeting to review and discuss administrative procedures and responsibilities. *Consultant* will notify *Contractor* at least 5 *Working Days* before the meeting.
- B. Senior representatives of *Owner*, *Consultant*, subconsultants, and *Contractor*, including *Contractor's* project manager and site superintendent, and major *Subcontractors*, shall be in attendance.
- C. *Consultant's* representative will chair the meeting and record and distribute the minutes.
- D. Agenda will include following:
 - 1. Appointment of official representatives of *Owner*, *Contractor*, *Subcontractors*, *Consultant*, and subconsultants.
 - 2. *Project* communications.
 - 3. *Contract Documents* for construction purposes.
 - 4. Documents at the site.
 - 5. *Contractor's* use of premises.
 - 6. *Owner-supplied Products*.
 - 7. Work restrictions.
 - 8. Substitution procedures.
 - 9. *Contract* modification procedures.
 - 10. Payment procedures.
 - 11. Construction progress meetings.
 - 12. Construction progress schedule, including long lead time items.
 - 13. Submittals schedule and procedures.
 - 14. Infection Control.
 - 15. Quality requirements, including testing and inspection procedures.
 - 16. *Contractor's* mobilization.
 - 17. Existing utility services.
 - 18. Construction facilities.
 - 19. Temporary barriers and enclosures.
 - 20. Temporary controls.
 - 21. Field engineering and layout of work.
 - 22. Site safety.
 - 23. Site security.
 - 24. Cleaning and waste management.
 - 25. Closeout procedures and submittals.
 - 26. Other items.

1.2 CONSTRUCTION PROGRESS MEETINGS

- A. Schedule regular construction progress meetings for the duration of the *Work*. Frequency and schedule of meetings to be determined between *Contractor*, *Consultant*, and *Owner*, but shall occur at least biweekly, or more often as deemed necessary. *Contractor* shall prepare meeting agendas, chair the meetings, and record and distribute the minutes.
- B. Arrange for and provide physical space for meetings, unless *Owner* agrees to provide space within existing facilities.

- C. *Contractor* shall record in the meeting minutes significant decisions and identify action items and action dates by attendees or the parties they represent.
- D. *Contractor* shall distribute copies of minutes within three (3) Working Days after each meeting to meeting attendees and any affected parties who may not be in attendance.
- E. Ensure that *Subcontractors* attend as and when appropriate to the progress of the *Work*.
- F. Agenda for each meeting shall include the following, as a minimum:
 - 1. Approval of minutes of previous meeting.
 - 2. Work progress since previous meeting.
 - 3. Field observations, including any problems, difficulties, or concerns.
 - 4. Construction progress schedule.
 - 5. Submittals schedule.
 - 6. Proposed changes in the *Work*.
 - 7. Requests for information.
 - 8. Site safety issues.
 - 9. Infection Control issues.
 - 10. Other business.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF PROJECT MEETINGS

SECTION 01 32 00
CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies *Contractor's* responsibilities for preparation and submission of schedules and other documentation related to tracking construction progress.
- B. The purpose of submitting progress schedules is to:
 - 1. inform *Owner* and *Consultant* of actual progress versus planned progress, and
 - 2. provide assurance that scheduling issues are being proactively identified and addressed in a timely manner, and that planned progress is being maintained as closely as possible.

1.2 SCHEDULES REQUIRED

- A. Submit schedules as follows:
 - 1. Construction Phasing Schedule.
 - 2. Construction Progress Schedule.
 - 3. Submittal Schedule for Shop Drawings and Product Data.
 - 4. Submittal Schedule for Samples.
 - 5. Submittal Schedule for timeliness of Owner-furnished Products.
 - 6. Cash flow Schedule.

1.3 GENERAL SUBMISSION

- A. Submit initial format of schedules within ten (10) *Working Days* after award of *Contract*.
- B. Submit a electronic document in Portable Document Format (PDF) copy to be distributed by *Consultant*.
- C. *Consultant* will review schedule and return reviewed copy within ten (10) days after receipt.
- D. Resubmit finalized schedule within seven (7) days after return of reviewed copy.
- E. Submit revised progress schedule with each application for payment, indicating all schedule modifications to date.
- F. Distribute copies of revised schedule to:
 - 1. Job site office.
 - 2. Subcontractors.
 - 3. Consultants.
 - 4. Owner
 - 5. Authority Having Jurisdiction.
- G. Instruct recipients to report to Contractor within ten (10) days, any problems anticipated by timetable shown in schedule.

1.4 CONSTRUCTION PROGRESS SCHEDULE

- A. Format and Content:
 - 1. Prepare schedule in the form of a Critical Path Method (CPM) Gantt chart using appropriate scheduling software.
 - a. Provide a separate bar for each major item of work trade or operation.
 - b. Split horizontally for projected and actual performance.
 - c. Provide horizontal time scale identifying each week.
 - d. Format for listings: chronological order of start of each item of work.
 - e. Identification of listings: by systems description.

2. Provide a work breakdown structure identifying key activities, work packages, and major milestones, including long delivery *Products*, inspection and testing activities, anticipated service and utility shutdown dates and durations, commissioning, preparation and review of mock-ups, shutdown or closure activities, delivery of *Owner* supplied *Products*, demonstration and training activities, and similar items, at a sufficient level of detail to effectively manage construction progress.
 3. Indicate milestone dates for *Substantial Performance of the Work*, *Ready-for-Takeover* and *Total Completion of the Work*.
- B. Submission:
1. Prior to site mobilization, submit initial schedule to *Owner* and *Consultant* for their review and acceptance.
 2. Submit schedule via e-mail as .pdf files, and as a hard copy.
 3. *Consultant* will review format and content of initial schedule and request necessary changes, if any, within 10 *Working Days* after receipt.
 4. If changes are required, resubmit finalized initial schedule within 5 *Working Days* after return of review copy.
 5. Submit updated progress schedule monthly to *Owner* and *Consultant*, indicating actual and projected start and finish dates with report date line and progress.

1.5 SUBMITTALS SCHEDULE

- A. Format and Content:
1. Prepare schedule identifying all required *Shop Drawing*, *Product* data, sample submissions, and including samples required for testing.
 2. Prepare schedule in electronic format.
 3. Provide a separate line for each required submittal, organized by *Specifications* section names and numbers, and further broken down by individual *Products* and systems as required.
 4. For each required submittal, show planned earliest date for initial submittal and latest date for return of reviewed submittal without causing delay.
 5. Allow time in schedule for resubmission of submittals, should resubmission be necessary.
 6. Include dates when submittals delivery will be required for *Owner*-furnished products.
- B. Submission:
1. Submit initial schedule to *Consultant* within 5 *Working Days* after *Contract* award.
 2. Submit schedule via e-mail as .pdf files.
 3. *Consultant* will review format and content of initial schedule and request necessary changes, if any, within 5 *Working Days* after receipt.
 4. If changes are required, resubmit finalized schedule within 5 *Working Days* after return of review copy.
 5. Submit updated submittals schedule monthly to *Owner* and *Consultant*.

1.6 SCHEDULE MANAGEMENT

- A. A schedule submitted as specified and accepted by *Consultant* shall become the baseline schedule and shall be used as the baseline for updates.
- B. At each regular progress meeting, review and discuss current construction progress and submittals schedules with *Consultant* and *Owner*, including activities that are behind schedule and planned measures to regain schedule slippage in key areas on or near the critical path. Schedule to be updated by *Contractor* following review by *Consultant*.
- C. Activities considered behind schedule are those with start or completion dates later than the dates shown on the baseline schedule.

1.7 DAILY REPORTS/DAILY LOGS

- A. The *Contractor* shall cause its supervisor, or such competent person as it may delegate, to prepare a daily log or diary reporting on weather conditions, work force of the *Contractor*,

Subcontractors, Suppliers and any other forces on site and also record the general nature of Project activities. Such log or diary shall also include any extraordinary or emergency events which may occur and also the identities of any persons who visit the site who are not part of the day-to-day work force.

- B. The *Contractor* shall also maintain records, either at its head office or at the job site, recording manpower and material resourcing on the Project, including records which document the activities of the *Contractor* in connection with GC 3.4, and comparing that resourcing to the resourcing anticipated when the most recent version of the schedule was prepared pursuant to GC 3.4.

1.8 RECORDING ACTUAL SITE CONDITIONS ON AS-BUILT DRAWINGS

- A. Obtain a hard copy set of construction *Drawings* for the purpose of creating as-built drawings. Record information and maintain as-built drawings in clean, dry and legible condition.
- B. Clearly label each drawing as "AS-BUILT DRAWING". Record information concurrently with construction progress. Do not conceal *Work* until required information is recorded.
- C. Record actual construction including:
1. Measured depths of elements of foundation in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of pipes, ducts, conduits, outlets, fixtures, access panels, and appurtenances, referenced to visible and accessible features of construction.
 4. Field changes of dimension and detail.
 5. Changes made by *Change Orders* and *Supplemental Instructions*
 6. References to *Shop Drawings*, where *Shop Drawings* show more detail.
- D. Do not use as-built drawings for construction purposes.

1.9 PROGRESS PHOTOGRAPHS

- A. Arrange for periodic digital photography to document and provide a photographic record of the progress of the *Work*.
- B. Arrange for final photographs to be taken by a professional photographer at discretion of *Owner*.
- C. Identify each photograph by project name and date taken.
- D. Submission: Submit .jpg or .bmp format files in fine resolution via e-mail or via project web site.
- E. Do not use progress or any other *Project* photographs for promotional purposes without *Owner's* written consent.
- F. Final photograph submission shall be submitted on one or more compact disc(s) or USB flash memory drive. Identify media with project name and number. Media is to be organized in accordance of date of monthly submission, in same format. Submission of media shall form part of the Closeout Submittal manual, specified in Section 01 78 00.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CONSTRUCTION PROGRESS DOCUMENTATION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 ADMINISTRATIVE

- A. Submit specified submittals to *Consultant* for review. Submit with reasonable promptness and in orderly sequence so as to not cause delay in the *Work*. Failure to submit in ample time is not considered sufficient reason for an extension of *Contract Time* or for *Product* substitutions or other deviations from the *Drawings* and *Specifications*.
- B. Where required by authorities having jurisdiction, provide submittals to such authorities for review and approval.
- C. Do not proceed with *Work* affected by a submittal until review is complete.
- D. Present *Shop Drawings*, *Product* data, and samples in SI metric units. Where items or information is not produced in SI Metric units, converted values are acceptable.
- E. Review submittals, provide verified field measurements where applicable, and affix *Contractor's* review stamp prior to submission to *Consultant*. *Contractor's* review stamp represents that necessary requirements have been determined and verified, and that the submittal has been checked and coordinated with requirements of the *Work* and *Contract Documents*.
- F. Notify *Consultant* in writing, at time of submission, identifying deviations from requirements of *Contract Documents* stating reasons for deviations.
- G. Verify field measurements and that affected adjacent work is coordinated.
- H. Submittals not meeting specified requirements will be returned with comments.
- I. Reproduction of construction *Drawings* to serve as background for *Shop Drawings* is permitted. If construction *Drawings* are used for this purpose, remove references to *Consultant*.
- J. Do not propose Substitutions or deviations from *Contract Documents* via *Shop Drawing*, *Product* data and sample submittals.
- K. *Contractor's* responsibility for errors and omissions in submission is not relieved by *Consultant's* review of submittals.
- L. *Contractor's* responsibility for deviations in submission from requirements of *Contract Documents* is not relieved by *Consultant* review.
- M. Keep one reviewed copy of each submission on site.

1.2 SHOP DRAWINGS AND PRODUCT DATA

- A. Indicate *Products*, methods of construction, and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of the *Work*.
- B. Where *Products* attach or connect to other *Products*, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross-references to *Drawings*, *Specifications* and other already reviewed *Shop Drawings*.
- C. Accompany submittals with a transmittal information including:
 - 1. Date.
 - 2. *Project* title and number.
 - 3. *Contractor's* name and address.
 - 4. Identification of each submittal item and quantity.

5. Other pertinent data.
- D. *Shop Drawing* submittals shall include:
 1. Date and revision dates.
 2. *Project* title and number.
 3. Name and address of:
 - a. Subcontractor.
 - b. Supplier.
 - c. Manufacturer.
 4. *Contractor's* stamp, date, and signature of *Contractor's* authorized representative responsible for *Shop Drawing* review, indicating that each *Shop Drawing* has been reviewed for compliance with *Contract Documents* and, where applicable, that field measurements have been verified.
 5. Details of appropriate portions of the *Work* as applicable:
 - a. Fabrication.
 - b. Layout, showing dimensions, including identified field dimensions, and clearances.
 - c. Setting or erection details.
 - d. Capacities.
 - e. Performance characteristics.
 - f. Standards.
 - g. Operating weight.
 - h. Wiring diagrams.
 - i. Single line and schematic diagrams.
 - j. Relationships to other parts of the *Work*.
- E. *Product* data submittals shall include material safety data sheets (MSDS) for all controlled Products.
- F. Submit one (1) hard copy and electronic copy of *Shop Drawings* where specified in the technical Specifications.
- G. Submit one (1) hard copy and electronic copy of *Product* data sheets or brochures where specified in the technical Specifications.
- H. Where a submittal includes information not applicable to the *Work*, clearly identify applicable information and strike out non-applicable information.
- I. Supplement standard information to include details applicable to *Project*.
- J. Allow ten (10) *Working Days* for *Consultant's* review of each submittal .
- K. If upon *Consultant's* review no errors or omissions are discovered, or if only minor corrections are required as indicated, submittal will be returned and fabrication or installation of *Work* may proceed.
- L. If upon *Consultant's* review significant errors or omissions are discovered, a so noted copy will be returned for correction and resubmission. Do not commence fabrication or installation.
- M. *Consultant's* notations on submittals are intended to ensure compliance with *Contract Documents* and are not intended to constitute a change in the *Work* requiring change to the *Contract Price* or *Contract Time*. If *Contractor* considers any *Consultant's* notation to be a change in the *Work*, promptly notify *Consultant* in writing before proceeding with the *Work*.
- N. Resubmit corrected submittals through same procedure indicated above, before any fabrication or installation of the *Work* proceeds. When resubmitting, notify *Consultant* in writing of any revisions other than those requested by *Consultant*.

1.3 SAMPLES

- A. Submit samples for *Consultant's* review in duplicate where specified in the technical *Specifications*. Label samples as to origin, *Project* name, and intended use.
- B. Deliver samples prepaid to *Consultant's* business address.
- C. Notify *Consultant* in writing of any deviations in samples from requirements of *Contract Documents*.
- D. Where a required colour, pattern or texture has not been specified, submit full range of available *Products* meeting other specified requirements.
- E. *Consultant* selection from samples is not intended to change the *Contract Price* or *Contract Time*. If a selection would affect the *Contract Price* or *Contract Time*, notify *Consultant* in writing prior to proceeding with the *Work*.
- F. Resubmit samples as required by *Consultant* to comply with *Contract Documents*.
- G. Reviewed and accepted samples will establish the standard against which installed *Work* will be reviewed.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SUBMITTAL PROCEDURES

SECTION 01 35 00

SPECIAL PROCEDURES

PART 1 - GENERAL

1.1 REFERENCES

- A. Ontario Ministry of the Solicitor General, Office of the Fire Marshall Guidelines for Maintaining fire Safety during Construction in Existing Buildings.
- B. CSA Z317.13 Infection Control during Construction or Renovation of Health Care Facilities.
- C. Kingston Hospitals, "Infection Control Risk Assessment"
- D. Kingston Hospitals, Infection Control Manual, Prevention of Infections, Construction, Renovation and Maintenance, Section No. IC 2-70.01.

1.2 GENERAL - CONSTRUCTION PHASING

- A. The *Work* of this *Contract* is divided into phases as requested by the facility.
- B. The phasing drawings indicate a conceptual construction sequence and the relationship between phases. This information is provided to the *Contractor* as a basis of information from which the *Contractor* shall develop his construction schedule, which will reflect their interpretation of the actual duration of each phase.
- C. The intent of phasing and construction sequence is to maintain operation and access to all areas of the Hospital outside of the area of construction as necessary to provide uninterrupted medical and support services. The Hospital will remain in full operation throughout the construction of the *Work*.
- D. The phase sequence does not describe the construction process in its entirety or describe all construction consequences of the phase sequence. It remains the *Contractor's* sole responsibility to schedule all aspects of the construction within the general requirements described herein and as required by all codes, standards and governing regulations. This includes provisions for temporary fire separations and temporary exiting requirements and temporary building services.
- E. Areas of construction shall be fully separated from occupied spaces by temporary partitions constructed in accordance with the requirements indicated in Sections 01 35 33 and 01 56 00.
- F. The *Work* for each phase may include mechanical and electrical work outside the boundaries shown on the phasing drawings to complete construction and ensure proper functioning of all building systems for that area.
- G. Note that due to the nature of the phases, it may be necessary for the *Contractor* to adjust, test, balance, and/or obtain approvals from authorities a number of times in any one area. All hospital systems including but not limited to HVAC, medical gases, fire alarm, sprinkler, water, electrical distribution systems must be completed in operation in accordance with existing conditions and in accordance with the requirements of authorities having jurisdiction at all times. At the end of each phase the hospital systems must be maintained in accordance with requirements outlined in the *Contract Documents* and shall be in accordance with requirements of authorities having jurisdiction.
- H. Nothing in this specification shall be construed as infringing on the *Contractor's* right and responsibility to control the *Work*, including the sequence of construction operations, in accordance with the General Conditions of the *Contract*.

1.3 DEFINITIONS

- A. The following terms and definitions describe the occupancy conditions under which the *Work* is to be performed in the various areas within the building. Any given area within the building may be classified according to one or several of the following definitions.
- B. Any single phase of the *Work* may involve one or several of the occupancy conditions defined below.
- C. Joint Occupancy - At areas designated "Joint Occupancy", perform the *Work* indicated for the area so designated while the area is occupied by Hospital personnel or patients.
 - 1. In all "Joint Occupancy" renovation areas, protect Hospital personnel, patients, the public and existing equipment from dust, materials, tools, etc. associated with the construction environment.
 - 2. The *Contractor* shall keep these jointly occupied area(s) clear, clean, and free of loose debris, construction materials and partially installed work that would create a safety hazard or interfere with the Hospital personnel or patients.
 - 3. The *Contractor* shall leave these jointly occupied area(s) clean at the end of each work shift.
 - 4. Joint Occupancy areas include: Existing Stairwells, Areas of pipe, conduit, duct routing outside of designated construction zone or as specified in *Contract Documents*.
- D. Vacant Areas - At areas designated "Vacant areas", complete the *Work* indicated for the area so designated without the presence of Hospital personnel and/or patients.
 - 1. In area(s) of limited work, the *Contractor* shall protect existing equipment from the hazards of dust, materials, tools, etc. associated with construction.
- E. Room-By-Room Basis or Occupied - At areas designated as "Room-by-Room or Occupied" basis the *Contractor* shall complete the *Work* in one room of the area prior to starting work in a subsequent room. Where rooms are also designated as Jointly Occupied or Vacant Areas, the *Contractor* shall perform the *Work* in accordance with the requirements specified for the particular occupancy condition.
 - 1. Occupied Areas directly above or below a "Vacant Area" that may be directly or indirectly affected by the *Work*.
- F. Egress: means of egress to satisfy authorities having jurisdiction from occupied areas are to be maintained throughout the duration on the *Project*. The *Contractor* is to provide a detailed plan for egress including a projected path of egress to be maintained at all times during construction.
- G. Fire Separations and Temporary Partitions: Existing fire separations are to be maintained throughout the duration of the *Project*. Temporary partitions at boundaries of major areas of work as noted in Phasing Plans and are to be constructed to meet the requirements of Section 01 56 00 and 01 35 33. *Contractor* to determine quality and locations for temporary protection throughout the *Project* at all other areas in accordance with Section 01 35 33. All existing walls to be used as temporary partitions during phasing are to be extended and sealed to underside of structure above to provide one hour fire rating. Firestop around all services as required. Temporary partitions as noted in Phasing Plans are for reference only. *Contractor* is to coordinate locations of temporary partitions and submit plans for approval by authorities having jurisdiction.

1.4 GENERAL PHASING REQUIREMENTS

- A. Take all necessary measures to conform the requirements of Fire Marshall Guidelines for Maintaining fire Safety during Construction and renovation in Existing Buildings.
- B. All areas of work are to be separated from adjacent spaces as required by Section 01 35 33. Construct temporary barriers and enclosures in accordance with Section 01 56 00 and provide negative pressure isolation to area of work at all times. Temporary barriers and enclosures are to remain in place until the completion of each phase and shall be removed only upon receipt of written approval of the *Owner's* Infection Control Practitioner.

- C. Refer to Section 01 14 00 for specific work restrictions in addition to those restrictions specified herein.
- D. Complete all preparatory work for each phase to the satisfaction of the Hospital's Infection Control Practitioner and in accordance with the *Contract Documents* before commencing the actual on-site construction work of the phase.
 - 1. Provide temporary power, ventilation, data and telephone etc. to areas affected by any given Phase or construction in accordance with Section 01 51 00.
 - 2. Perform preparatory work without interfering with the operations of affected areas.
 - 3. Work in Phases or areas affected by phased renovations that are complete prior to the completion of the new central medical gas, fire alarm, smoke venting/control panel are to be temporarily connected to the existing panels until such time that the new central panel is commissioned and supervised 24 hrs a day. Testing and Verification to be completed by the *Contractor* for all temporary work.
- E. Install construction barriers and provide negative air pressure in all construction zones in accordance with Sections 01 35 33 and 01 52 00. Barriers must remain in place until the completion of that phase.
- F. The *Owner* reserves the right to amend the work of any phase as required in a manner that best serves the interest and operation of the hospital.
- G. *Contractor* shall perform all work in or adjacent to occupied areas in such a manner to ensure:
 - 1. The continuous and uninterrupted use of the occupied areas, including the applicable mechanical and electrical systems serving these areas.
 - 2. The protection of patients, personnel and the general public in occupied areas from the hazards and dust associated with a construction environment.
 - 3. The work areas are to be kept clear, clean and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with patient and personnel duties and traffic. The *Contractor* shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times. Refer to Section 01 74 00.
- H. Complete the *Work* associated with each phase and have the *Owner* accept the *Work*, prior to the *Contractor* proceeding to the next scheduled phase in each sequence of work, all in accordance with the *Contract Documents*.
- I. Incorporate the sequence of work and duration of the phasing into the Construction Progress Schedule.
- J. Two weeks (14 calendar days) prior to completing work in any phase, notify the *Owner* in writing of completion date for the phase currently underway. Do not begin work in any subsequent phase without approval from the *Owner*.
- K. Where newly finished space is to be occupied prior to completion of building, provide all necessary measures for partial occupancy. Include time requirements for inspections and partial occupancy permits by authorities having jurisdiction.
- L. Maintain all existing nurse call systems and paging systems in operation during the *Work*. Connect new nurse call system and paging system into existing as work progresses without interruption of systems operation.
- M. The existing building services (water/sanitary/storm) must remain operational until new connections are provided. Alternatively, the contractor can temporarily re-route the services until new connections are completed.
- N. Ensure all reasonable measures are taken at all times to maintain weatherproof enclosures to existing locations adjacent to areas of work.

- O. The *Contractor* shall include for testing, commissioning and balancing/rebalancing of central systems in phases to match the phased occupancy.
 - 1. Mechanical *Subcontractor* to engage a water and air balancer to adjust the systems as indicated on the drawings at the end of each phase. Prior to demolition, balancer to confirm air flows and water flow rates on all floors within the hospital served by the affected systems. The water and air balancer is to ensure that the other areas are not affected by the work being performed on level 4. A check of all systems is to be completed at the end of each phase on other levels to ensure that the work is not adversely affecting these other areas.
- P. Where temporary interior hoarding is aligned with existing partitions, ensure hoarding is completed to U/S of structure above and is compliant with required fire ratings as noted in the contract documents. Ensure means of egress as required by the Ontario Building Code throughout all phases of work.
- Q. Shut downs in order to facilitate final connections into the active systems are to be minimized. The mechanical contractor is to run all distribution piping and ductwork within phase 2 area prior to making final connections to the active systems.

1.5 PHASING PLAN

- A. For each phase, the *Contractor* is to submit a detailed phasing schedule detailing the conditions under which the work will be performed, including but not necessarily limited to the items in the following phase outline and the project phasing requirements of the *Contract Documents*. Do not commence the *Work* of any phase until the *Owner* has reviewed and accepted the plan.
- B. Phasing outline shall address the following:
 - 1. Relocation of operations and/or equipment by *Owner* and/or *Contractor*.
 - 2. Phase Area:
 - a. Occupancy.
 - b. Access Constraints.
 - c. Time Constraints.
 - 3. Preparatory Work:
 - a. Construction hoarding/barriers.
 - b. Exterior Closures.
 - c. Work completed in previous phases.
 - 4. Affected contiguous spaces (above, below, beside):
 - a. Occupancy.
 - b. Access Constraints.
 - c. Time Constraints.
 - 5. Construction access for personnel, materials and equipment
 - 6. Construction access for the removal of debris.
 - 7. Hospital traffic patterns:
 - a. Vehicular access.
 - b. Staff, visitor and patient access.
 - 8. Describe extent of new construction and particular requirements that may apply.
 - 9. Sequencing requirements.
 - 10. Access to exits.
 - 11. Exits.
 - 12. Life Safety.
 - 13. Building Security.
 - 14. Mechanical and electrical work.

Kingston Health Sciences Centre
KGH Kidd-Davies Dishwasher Room
Renovation
KHSC # PL026-0005 Callidus # 6505

Section 01 35 00 - SPECIAL PROCEDURES.
01 35 00

Page 5

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SPECIAL PROCEDURES

SECTION 01 35 30

HEALTH AND SAFETY REQUIREMENTS

PART 1 - GENERAL

1.1 REFERENCES

- A. Canadian Standards Association (CSA)
 - 1. CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures.
- B. Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. 1990.
- C. Construction Projects - (Ontario Regulation 213/91 as last amended by O.Reg 426/21).
- D. WHMIS (Ontario Regulation 860).
- E. Ontario Regulations related to designated substances (Ontario Regulations 835-846).
- F. Canadian Labour Code - Part Two.
- G. Bill C-45, An Act to amend the Criminal Code (criminal liability of organizations).
- H. Kingston Health Sciences Centre / Providence Care Policies and Procedures.

1.2 SUBMITTALS

- A. Make submittals in accordance with Section 01 33 00.
- B. Submit site-specific Health and Safety Plan within 7 days after date of Notice to proceed and prior to commencement of *Work*. Health and Safety Plan must include:
 - 1. Site specific safety hazard assessment.
 - 2. Safety and health risk or hazard analysis for site tasks and operation found in work plan.
- C. Submit Construction Safety Checklists after completion.
- D. Submit copies of reports or directions issued by Federal and Provincial health and safety inspector.
- E. Submit copies of incident and accident reports.
- F. Submit to *Consultant* with Material Safety Data Sheets (MSDS).
- G. Submit personnel training requirements including:
 - 1. Names of personnel and alternates responsible for site safety and health, hazards present on site, and use of personal protective equipment.
- H. *Consultant* and *Owner* will review *Contractor's* site-specific Health and Safety Plan and provide comments to *Contractor* within 5 days after receipt of plan. Revise plan as appropriate and resubmit plan to *Consultant* within 5 days after receipt of comments from *Consultant*.
- I. On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

1.3 FILING OF NOTICE

- A. File Notice with Provincial authorities prior to commencement of *Work*.

1.4 WORK PERMIT

- A. Obtain building permit related to project prior to commencement of *Work*.

1.5 SAFETY ASSESSMENT

- A. Perform *Place of the Work* specific safety hazard assessment related to the *Project*.

1.6 MEETINGS

- A. Pre-construction meetings: attend health and safety pre-construction meeting.
- B. All site personnel are required to attend the *Owner's* Fire Safety training program prior to commencement of personnel working on the site. Approximately 1 hour per worker as required for the training session.

1.7 REGULATORY REQUIREMENTS

- A. Comply with specified standards and regulations to ensure safe operations at sites containing hazardous or toxic materials.

1.8 GENERAL REQUIREMENTS

- A. Develop written site-specific Health and Safety Plan based on hazard assessment prior to commencing *Work* and continue to implement, maintain, and enforce plan until final demobilization from *Place of the Work*. Health and Safety Plan must address *Project* specifications.
- B. Relief from, or substitution for, any portion or provision of minimum Health and Safety Guidelines specified herein, or reviewed site-specific Health and Safety Plan must be submitted to *Consultant* in writing. *Consultant* will respond in writing, either accepting or requesting improvements.

1.9 RESPONSIBILITY

- A. Be responsible for safety of persons and property on-site and for protection of persons off-site and environment to extent that they may be affected by conduct of *Work*.
- B. Comply with safety requirements of *Contract Documents*, applicable federal, provincial, and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan, and enforce compliance with employees.
- C. Duties of employers:
 - 1. An employer shall ensure that:
 - a. the prescribed equipment, materials and protective devices are provided;
 - b. the equipment, materials and protective devices provided by the employer are maintained in good condition;
 - c. the measures and procedures prescribed are carried out in the workplace;
 - d. the equipment, materials and protective devices provided by the employer are used as prescribed; and
 - e. a floor, roof, wall, pillar, support or other part of a workplace is capable of supporting all loads to which it may be subjected without causing the materials therein to be stressed beyond the allowable unit stresses established under the Building Code Act.

1.10 COMMUNICATION REQUIREMENTS

- A. Comply with Ontario Health and Safety Act.
- B. Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.
- C. Provide *Consultant* with Material Safety Data Sheets (MSDS).

1.11 UNFORSEEN HAZARDS

- A. Should any unforeseen or peculiar safety-related factor, hazard, or condition become evident during performance of *Work*, immediately stop work and advise *Consultant* verbally and in writing.

1.12 HEALTH AND SAFETY CO-ORDINATOR

- A. Employ and assign to *Work*, competent and authorized representative as Health and Safety Coordinator. Health and Safety Coordinator must:
 - 1. Have minimum 2 years' site-related working experience specific to activities associated with related projects.
 - 2. Have working knowledge of occupational safety and health regulations.
 - 3. Be responsible for completing *Contractor's* Health and Safety Training Sessions and ensuring that personnel not successfully completing required training are not permitted to enter *Place of the Work* to perform *Work*.
 - 4. Be responsible for implementing, enforcing daily, and monitoring site-specific *Contractor's* Health and Safety Plan.
 - 5. Be on site during execution of *Work* and report directly to and be under direction of site supervisor.
 - 6. Be deemed as 'competent' as defined by the Occupational Health and Safety Act and as noted above.
 - 7. Provide proof of the above qualifications to the *Consultant*, including the name of the individual responsible for health and safety during the *Work*.

1.13 POSTED DOCUMENTS

- A. Provide the following documents, or obtain from *Consultant*, and post at *Place of the Work*:
 - 1. Safety Policy.
 - 2. Health and Safety Representative.
 - 3. General Requirements - Constructor's name.
 - 4. WSIA, Workers Safety Insurance Act.
 - 5. Ministry of Labour Orders for Province of Ontario.
 - 6. Occupational Health and Safety Act for Province of Ontario.
 - 7. Material Safety Data Sheets.
 - 8. Floor Plan.
 - 9. Notice of Project.
 - 10. Joint Health and Safety Committee Members.
 - 11. Infection Control documents; see section 01 35 33.
- B. Comply with Provincial general posting requirements.

1.14 POWDER ACTUATED DEVICES

- A. Do not use powder-actuated devices unless written permission is granted by the *Owner* and the *Consultant*.

1.15 WORK STOPPAGE

- A. Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for *Work*.
- B. Assign responsibility and obligation to Health and Safety Officer to stop or start *Work* when said Officer deems, it is necessary or advisable for reasons of health or safety. *Consultant* may also stop *Work* for health and safety considerations.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION

3.1 ACCESS TO SITE

- A. The *Owner's* Health and Safety Coordinator (OHSC) shall have full access to the *Place of the Work*. The *Contractor* shall review site-related issues with the OHSC and make any corrections as required to ensure compliance with the Infection Control Plan.

END OF HEALTH AND SAFETY REQUIREMENTS

SECTION 01 35 33

INFECTION CONTROL GUIDELINES FOR CONSTRUCTION

PART 1 - GENERAL

1.1 REFERENCES

- A. Occupational Health and Safety Act and Regulations for Construction Projects, R.S.O. 1990 as amended 426/21.
- B. Canada Communicable Disease Report (CCDR) Construction-Related Nosocomial Infections In Patients in Health Care Facilities - Decreasing the Risk of Aspergillus Legionella and Other Infections July 2001 ISSN 1188-4169.

Web Browser at <http://www.phac-aspc.gc.ca/publicat/ccdr-rmtc/01pdf/27s2e.pdf>
- C. Health Canada Infection Control Guidelines.
- D. CSA Z317.13, Infection Control during Construction, Renovation and Maintenance of Health Care Facilities, latest edition.
- E. *Kingston Hospitals*, Infection Control Manual, Prevention of Infections, Construction, Renovation and Maintenance, Section No. IC 2-70.01.
- F. *CSA Z317.13 Infection Control during Construction, Renovation and Maintenance of Health Care Facilities*

1.2 SUBMITTALS

- A. Make submittals in accordance with Section 01 33 00.
- B. Prepare and submit site-specific Infection Control Plan within 7 days after date of Notice to Proceed and prior to commencement of *Work*. Infection Control Plan must include:
 - 1. List of equipment to be utilized to provide and monitor negative pressure within areas of construction.
 - 2. Location of exhaust penetration to the exterior and routing of ductwork.
 - 3. Identification of systems which require isolation prior to commencement of construction or modification.
 - 4. Location of temporary barriers and partitions including type of material to be used.
 - 5. Location of proposed interior routing of new building products and waste materials.
 - 6. Location of walk-off mats and tack mats.
 - 7. *Proof of course completion by the Canadian Standard Association in CSA Z317.13 Infection Control during Construction, Renovation and Maintenance of Health Care Facilities*
- C. *Owner's* Infection Control Practitioner (ICP) will review *Contractor's* site-specific Infection Control Plan and provide comments to *Contractor* within five (5) working days after receipt of plan. Revise plan as appropriate and resubmit plan prior to commencement of *Work*.

- D. Review of *Contractor's* final Infection Control Plan should not be construed as approval and does not reduce the *Contractor's* overall responsibility for construction infection control measures.

1.3 MEETINGS

- A. Prior to commencing *Work* and between each phase of the *Project*, schedule and administer an infection control meeting with the *Owner's* Infection Control Practitioner and the *Consultant*.
- B. Infection control shall be carried as a minuted topic in all construction meetings.

1.4 PROJECT/SITE CONDITIONS

- A. In the areas of the project where the new construction connects to and disrupts existing construction in occupied areas, the *Contractor* shall employ the determined and identified infection control measures appropriate to the Construction Activity and Population Risk Group as determined by the *Owner's* Infection Control Practitioner.
- B. At all times during the completion of this *Project* the *Contractor* will be responsible for ensuring that the guidelines described herein are strictly adhered to.
- C. For the purposes of this project, the *Contractor* shall carry out Preventative Measures to the requirements of the most current version of *CSA Z317.13* as required by the Construction Activity Type.

1.5 GENERAL REQUIREMENTS

- A. Prior to commencement of *Work*, the *Owner* will provide the *Contractor* with a copy of the complete Infection Control Risk Assessment.
- B. *Contractor* to develop a written site-specific Infection Control Plan based on the Infection Control Risk Assessment prior to commencing any site *Work* and continue to implement, maintain, and enforce plan until final demobilization from site. The Infection Control Plan must address project specifications. The plan will be based on the Infection Control Risk Assessment as prepared for the project by the *Owner's* Infection Control Practitioner. A copy of the assessment for this project is included in this section for reference and information.
- C. *Consultant* or *Owner's* representative may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

1.6 RESPONSIBILITY

- A. Be responsible for adhering to the Infection Control Plan and guidelines established by the *Owner's* Infection Control Practitioners, for the safety of persons on site and for the protection of persons adjacent to site and environment, to extent that they may be affected by conduct of *Work*.
- B. Comply with safety requirements of *Contract Documents*, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Infection Control Plan and guidelines, and enforce compliance by employees.

1.7 CONTRACTOR'S INFECTION CONTROL LIAISON

- A. The *Contractor* shall employ a competent and authorized representative as Infection Control Liaison. Infection Control Liaison must:
1. Have minimum 2 years' site-related working experience specific to activities associated with related projects.
 2. Have working knowledge of infection control regulations
 3. Be responsible to ensure that all personnel carrying out work on site have successfully completed the *Owner's* Infection Control Training Sessions prior to the commencement of *Work*.
 4. Be responsible for implementing, enforcing daily and monitoring site-specific Infection Control Plan.
 5. Be on site during execution of *Work* and report directly to and be under direction of site supervisor.
 6. Provide proof of the above qualifications to the *Consultant*, including the name of the individual responsible for Infection Control during the work.

1.8 POSTING OF DOCUMENTS

- A. Ensure applicable items, articles, notices and orders are posted in conspicuous location on site in accordance with Acts and Regulations of Province having jurisdiction, and in consultation with *Consultant* and *Owner*.

1.9 CORRECTION OF NON-COMPLIANCE

- A. Immediately address infection control non-compliance issues identified by *Owner's* Infection Control Practitioner or by *Consultant*.
- B. Provide *Consultant* with written report of action taken to correct non-compliance of Infection Control issues identified.
- C. In the event that non-compliance activity occurs the *Contractor* is responsible for all costs relating to the clean-up and correction of said activity.

1.10 WORK STOPPAGE

- A. *Owner's* Infection Control Practitioner may stop *Work* if non-compliance of Infection Control measures is observed.
- B. Costs associated with delays as a result of such a work stoppage shall be the responsibility of the *Contractor*.

1.11 CERTIFICATION

- A. All equipment to be used for the purposes of providing mechanical ventilation or vacuum cleaning shall be certified. Equipment shall be appropriately labeled with date certification completed and recertification shall be performed every 12 months.
- B. Once certification is complete, the equipment is to remain on site. Once equipment has left the site the equipment shall be recertified in accordance with this section.

- C. *General Contractors shall submit a Certificate of Attendance for the Fundamentals of Infection Control during Construction, Renovations or Maintenance of Health Care Facilities for Site Supervisors and Project Managers prior to mobilization.*

PART 2 - PRODUCTS

2.1 MATERIAL AND EQUIPMENT

- A. Provide a certified portable means of mechanical ventilation fan(s) and associated ductwork to provide means of exhaust from the *Place of the Work* directly to the exterior of the building. Fans are to be equipped with HEPA filtration, installed on the construction side of the temporary protection and shall be certified and labeled with date certification was completed. All ductwork in this exhaust system is to be free from any penetrations.
- B. Walk-off mats: cut or level-loop pile on rubber backing of nominal minimum size 1000 x 2000 mm.
- C. Tack mats: two-way self adhesive sticky plastic sheet as manufactured by Poly Tak or *Consultant* approved equivalent. Tack mats shall be appropriately sized such that both feet make contact with the mat on exit.
- D. Differential Pressure Gauge *with digital data recorder* shall be provided on all Type III and Type IV construction barriers in order to ensure pressure differential is maintained at 7.5 Pa (0.03 Inches WC) between the construction site and remainder of the facility.

PART 3 - EXECUTION

3.1 IMPLEMENTATION

- A. Prior to the start of work all barriers are to be inspected and approved by the *Owner's* Infection Control Practitioner. Upon completion of any work that involves the removal of temporary barriers, the area of work shall be inspected and the cleaning approved by the *Owner's* Infection Control Practitioner prior to removal of any barriers.
- B. Implement individual Infection Control measures as outlined in related sections.
- C. Place tack mats on both sides of each access route to and from construction areas. Replace mats daily or more often, as required, to ensure mats remain functional for intended purpose.
- D. At the entrance/exit to the construction zone adjacent to occupied space, install two way tack mats at entrance/exit doorway to tack dust. Change tack sheet daily or as needed.
- E. At entrance/exit to the construction zone, provide walk-off mats (minimum 6m long). Vacuum mats daily and change weekly or as needed.
- F. Prior to commencing/completing work above accessible ceiling spaces, vacuum ceiling space in the area of work to prevent distribution of dust and debris. All vacuuming shall be completed with a HEPA filter-equipped device.
- G. All mechanical ventilation fans are to be exhausted directly to the exterior of the facility at all times unless alternate method is approved by *Owner's* Infection Control Practitioner.

3.2 ACCESS TO SITE

- A. The *Owner's* Infection Control Practitioner (ICP) shall have full access to the *Place of the Work*. The *Contractor* shall review site related issues with the ICP and make any corrections as required to ensure compliance with the Infection Control Plan.

3.3 CLEANING

- A. Where cleaning is required, and not performed by the *Contractor* to the facility standards, the *Owner's* housekeeping department will conduct the cleaning and associated costs will be passed back to the *Contractor*.

TABLE 1 - PREVENTATIVE MEASURES ANALYSIS

Population risk group ¹	Construction Activity Type ²			
	Type A	Type B	Type C	Type D
Group 1	I	II	II	III/IV
Group 2	I	II	III	IV
Group 3	I	III	III/IV	IV
Group 4	I-III ³	III/IV	III/IV	IV

Notes:

1. See *Table 2* to determine the population risk. Where applicable, refer also to infection control population risk drawings included in the bid documents.
2. See *Table 3* to determine the construction activity type.
3. When the risk group is Group 4 and the construction activity is Type A, the infection prevention and control department shall be consulted to determine the appropriate preventative measure (I, II or III).

TABLE 2 – POPULATION RISK GROUPS AND GEOGRAPHICAL AREAS

Population Risk Group	Typical Areas
<i>Group 1</i> Lowest Risk	Office areas Unoccupied areas Public areas Laundry and soiled linen cleaning areas Physical plant workshops and housekeeping areas
<i>Group 2</i> Medium Risk	Patient care areas, unless listed in Group 3 and 4 Outpatient clinics (except oncology and surgery) Admission and discharge units Waiting rooms Autopsy and morgue Occupational therapy areas remote from patient care areas Physical therapy areas remote from patient care areas
<i>Group 3</i> Medium to high risk	Emergency (except trauma rooms) Diagnostic imaging Labour and birthing rooms (non-operating) Nurseries for healthy newborns Nuclear medicine Hydrotherapy Echocardiography Laboratories General medical and surgical wards Pediatrics Geriatrics Long-term care Food preparation, serving and dining areas Respiratory therapy Clean linen handling and storage areas
<i>Group 4</i> Highest risk	Intensive care units Operating rooms (including prep., induction, post anesthesia care unit and scrub areas) Anesthesia storage areas and workrooms Oncology units and outpatient clinics for cancer patients Transplant units and outpatient clinics for transplant patients Wards and outpatient clinics for patients with AIDS or other immunodeficiency diseases Dialysis units

Critical care nurseries (NICU)
Labour and delivery rooms
Cardiac catheterization and angiography
Interventional Radiology
Cardiovascular and cardiology patient areas
Endoscopy
Pharmacy admixture rooms
Sterile processing rooms
Sterile supply areas
Burn care units
Animal rooms
Trauma rooms
Protective environment isolation rooms
Tissue culture laboratories
Bronchoscopy
Cystoscopy
Pacemaker insertion rooms
Dental procedure rooms
Central processing department

TABLE 3 – CONSTRUCTION ACTIVITY TYPE

<i>Type A</i>	Inspection and non-invasive activities: These include, but are not limited to, activities that require removal of ceiling tiles for visual inspection (limited to 1 tile to 50 square feet), painting (but not sanding), wall covering, electrical trim work, minor plumbing (disrupts water supply to a localized patient care area [e.g. 1 room] for less than 15 minutes), and other maintenance activities that do not generate dust or require cutting of wall or access to ceilings other than for visual inspection.
<i>Type B</i>	Small scale, short duration activities that create minimal dust (e.g., <2 hours). These include, but are not limited to, activities that require access to chase spaces, cutting of walls or ceilings where dust migration can be controlled for the installation/repairs of minor electrical work, ventilation components, telephone wires or computer cables, and sanding walls for painting or wall covering to only repair small patches. It also includes plumbing that requires distribution to the water supply of more than one patient care area (e.g. > 2 rooms) for less than 30 minutes.
<i>Type C</i>	Any work that generates moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies (e.g. counter tops, cupboards, sinks). These include, but are not limited to, activities that require sanding of walls for painting or wall covering, removal of floor-coverings, ceiling tiles and casework, new wall construction, minor duct work, or electrical work above ceilings, major cabling activities, and any activity that cannot be completed within a single work shift. It also includes plumbing that requires disruption to the water supply or more than one patient care area (e.g. > 2 rooms) for more than 30 minutes but less than 1 hour.
<i>Type D</i>	Major demolition, construction and renovation projects. These include, but are not limited to, activities that involve heavy demolition or removal of a complete cabling system and new construction requiring consecutive work shifts to complete. It also includes plumbing that results in disruption to the water supply of more than one patient care area (e.g. > 2 rooms) for more than 1 hour.

END OF INFECTION CONTROL GUIDELINES FOR CONSTRUCTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 REFERENCE STANDARDS

- A. "Reference standards" means consensus standards, trade association standards, guides, and other publications expressly referenced in *Contract Documents*.
- B. Where an edition or version date is not specified, referenced standards shall be deemed to be the latest edition or revision issued by the publisher at the time of bid closing. However if a particular edition or revision date of a specified standard is referenced in an applicable code or other regulatory requirement, the regulatory referenced edition or version shall apply.
- C. Reference standards establish minimum requirements. If *Contract Documents* call for requirements that differ from a referenced standard, the more stringent requirements shall govern.
- D. If compliance with two or more reference standards is specified and the standards establish different or conflicting requirements, comply with the most stringent requirement. Refer uncertainties to *Consultant* for clarification.
- E. Within the *Specifications*, reference may be made to the following standards writing, testing, or certification organizations by their acronyms or initialisms:
 - 1. AA - Aluminum Association
 - 2. ACI - American Concrete Institute
 - 3. AISC - American Institute of Steel Construction
 - 4. ANSI - American National Standards Institute
 - 5. ASME - American Society of Mechanical Engineers
 - 6. ASTM - American Society for Testing and Materials
 - 7. AWMAC - Architectural Woodwork Manufacturers Association of Canada
 - 8. AWWA - American Wire Producers Association
 - 9. CaGBC - Canadian Green Building Council
 - 10. CGSB - Canadian General Standards Board
 - 11. CISC - Canadian Institute of Steel Construction
 - 12. CPCI - Canadian Prestressed Concrete Institute
 - 13. CSA - Canadian Standards Association
 - 14. CSSBI - Canadian Sheet Steel Building Institute
 - 15. CWB - Canadian Welding Bureau
 - 16. ICEA - Insulated Cable Engineers Association
 - 17. IEEE - Institute of Electrical and Electronics Engineers
 - 18. IGMAC - Insulating Glass Manufacturers Association of Canada
 - 19. LEED - Leadership in Energy and Environmental Design
 - 20. MPP - Master Painters Institute
 - 21. MSS - Manufacturers Standardization Society of the Valve and Fittings Industry
 - 22. NAAMM - National Association of Architectural Metal Manufacturers
 - 23. NEMA - National Electrical Manufacturers Association
 - 24. NFPA - National Fire Protection Association
 - 25. NHLA - National Hardwood Lumber Association
 - 26. NLGA - National Lumber Grades Authority
 - 27. SSPC - The Society for Protective Coatings
 - 28. TTMAC - Terrazzo, Tile and Marble Association of Canada
 - 29. ULC - Underwriters' Laboratories of Canada

1.2 INDEPENDENT INSPECTION AND TESTING AGENCIES

- A. Except as otherwise specified, *Owner* will retain and pay for independent inspection and testing agencies to inspect, test, or perform other quality control reviews of parts of the *Work*.
- B. Retain and pay for inspection and testing that is for *Contractor*'s own quality control or is required by regulatory requirements.
- C. Employment of inspection and testing agencies by *Contractor* or *Owner* does not relieve *Contractor* from responsibility to perform the *Work* in accordance with *Contract Documents*.
- D. Allow and arrange for inspection and testing agencies to have access to the *Work*, including access to off site manufacturing and fabrication plants.
- E. For inspection and testing required by *Contract Documents* or by authorities having jurisdiction, provide *Consultant* and inspection and testing agencies with timely notification in advance of required inspection and testing.
- F. Submit test samples required for testing in accordance with submittals schedule specified in Section 01 32 00 – Construction Progress Documentation.
- G. Provide labour, *Construction Equipment* and temporary facilities to obtain and handle test samples on site.
- H. If defects are revealed during inspection and/or testing, appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by *Consultant* at no cost to *Owner*. Pay costs for retesting and/or re-inspection.

1.3 INSPECTION AND TESTING AGENCY REPORTS

- A. For inspection and testing required by *Contract Documents* or by regulatory requirements, and performed by *Contractor* retained inspection and testing agencies, submit to *Consultant* and *Owner* copies of reports. Submit within one day after completion of inspection and testing.
- B. For inspection and testing performed by *Owner* retained inspection and testing agencies, copies of inspection and testing agency reports will be provided to *Contractor*.
- C. Provide copies to *Subcontractor* of work being inspected or tested, or to the manufacturer or fabricator of material being inspected or tested.

1.4 TESTS AND MIX DESIGNS

- A. Furnish test results and mix designs as requested.
- B. The cost of tests and mix designs beyond those called for in *Contract Documents* or beyond those required by law of *Place of the Work* shall be appraised by *Consultant* and may be authorized as recoverable.

1.5 MOCK-UPS

- A. Prepare mock-ups of *Work* as specified in the technical *Specifications*. If a mock-up location is not indicated in the *Drawings* or *Specifications*, locate where directed by *Consultant*.
- B. Modify mock-up as required until *Consultant* approval is obtained.
- C. Approved mock-ups establish an acceptable standard for the *Work*.
- D. Protect mock-ups from damage until the *Work* they represent is complete.
- E. Unless otherwise specified in the technical *Specifications*, approved mock-ups forming part of the *Work* may remain as part of the *Work*.
- F. Remove mock-ups only when the *Work* they represent is complete or when otherwise directed by *Consultant*.

1.6 MILL TESTS

- A. Submit mill test certificates as requested or required by specification Sections.

1.7 EQUIPMENT AND SYSTEMS

- A. Submit adjustment, balancing and verification reports for mechanical, electrical and building equipment systems.
- B. Refer to Division 20 and 26 for definitive requirements for mechanical and electrical systems, commissioning, adjustments, balancing and testing.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF QUALITY REQUIREMENTS

SECTION 01 51 00

TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 TEMPORARY UTILITIES - GENERAL

- A. Provide temporary utilities as specified and as otherwise necessary to perform the *Work* expeditiously.
- B. Remove temporary utilities after use.

1.2 TEMPORARY WATER SUPPLY

- A. *Owner* will provide supply of water for construction use. The *Contractor* is responsible for providing connection to existing service, as required.
- B. The *Contractor* shall be responsible for providing potable water for consumption by the workforce.

1.3 TEMPORARY HEATING AND VENTILATION

- A. Arrange and pay for temporary heating and ventilation required during construction.
- B. Vent construction heaters in enclosed spaces to the outside or use flameless type of construction heaters.
- C. Provide temporary heat for the *Work* as required to:
 - 1. Facilitate progress of *Work*.
 - 2. Protect the *Work* against dampness and cold.
 - 3. Prevent moisture condensation on surfaces, freezing, or other damage to finishes or stored *Products*.
 - 4. Maintain specified minimum ambient temperatures and humidity levels for storage, installation and curing of *Products*.
 - 5. Provide adequate ventilation to meet health regulations for safe working environment.
 - 6. After building is enclosed, maintain interior temperature of minimum 10 degrees C.
 - 7. In occupied space adjacent to construction areas, maintain an average ambient temperature of 18 degrees C.
- D. Provide temporary ventilation for the *Work* as required to:
 - 1. Prevent accumulations of fumes, exhaust, vapours, gases and other hazardous, noxious, or volatile substances in enclosed spaces, as required to maintain a safe work environment meeting applicable regulatory requirements.
 - 2. Ensure that hazardous, noxious, or volatile substances do not migrate to *Owner* occupied spaces.
 - 3. Dispose of exhaust materials in manner that will not result in harmful exposure to people.
 - 4. Ventilate storage spaces containing hazardous or volatile materials.
 - 5. Ventilate temporary sanitary facilities.
 - 6. Continue operation of ventilation and exhaust system after completion of work process to assure removal of harmful contaminants.
 - 7. Maintain negative pressure to the adjacent areas. Refer to Section 01 35 65 for additional requirements for negative pressure enclosures.
- E. Permanent heating system of building may be used when available. Be responsible for damage to heating system if use is permitted.
- F. On completion of *Work* for which permanent heating system is used, replace filters and clean radiation devices prior to occupancy.

- G. Ensure date of *Substantial Performance of the Work* and warranties for heating system do not commence until entire system is in as near original condition as possible and is certified by *Consultant*.
- H. Maintain strict supervision of operation of temporary heating and ventilating equipment to:
 - 1. Conform to applicable codes and standards.
 - 2. Enforce safe practices.
 - 3. Prevent abuse of services.
 - 4. Prevent damage to finishes.
 - 5. Vent direct-fired combustion units to outside.
- I. Be responsible for damage to the *Work* due to failure in providing adequate heat and protection during construction.

1.4 TEMPORARY ELECTRICAL POWER AND LIGHTING

- A. Arrange and pay for temporary power and lighting required during construction. Connect to utility power supply in accordance with Canadian Electrical Code and provide meters and switching.
- B. Arrange and pay for necessary connections and disconnections of temporary power and lighting in accordance with regulatory requirements.
- C. Provide and maintain temporary lighting throughout project. Ensure level of illumination on all floors and stairs is not less than 162 lx.
- D. With prior approval of *Consultant*, and provided that guarantees are not affected, electrical power and lighting systems installed under this *Contract* may be used for Construction requirements. Make good damage to electrical system caused by use under this *Contract*. Replace lamps which have been used for more than 3 months.

1.5 TEMPORARY COMMUNICATION FACILITIES

- A. Provide and pay for temporary telephone fax and internet hook up, lines and equipment necessary for own use.

1.6 FIRE PROTECTION

- A. During performance of *Work*, provide and maintain temporary fire protection equipment required by insurance companies having jurisdiction and governing codes, regulations and bylaws.
- B. If *Work* requires de-activation of the fire alarm system, or any part thereof, a "Utility Shutdown Form" must be completed and submitted. A copy of the "Utility Shutdown Form" is included in Section 01 14 00.
- C. Provide and maintain a temporary fire alarm system through to project completion.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF TEMPORARY UTILITIES

SECTION 01 52 00

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 CONSTRUCTION FACILITIES - GENERAL

- A. Provide temporary construction facilities as necessary for performance of the *Work* and in compliance with applicable regulatory requirements.
- B. Maintain temporary construction facilities in good condition for the duration of the *Work*.
- C. Remove temporary construction facilities from *Place of the Work* when no longer required.

1.2 CONSTRUCTION PARKING

- A. Parking will not be permitted at *Place of the Work*. The *Contractor* is responsible to obtain and pay for parking as required.

1.3 VEHICULAR ACCESS

- A. Provide and maintain adequate access to *Place of the Work*.
- B. Existing roads at *Place of the Work* may be used for access to *Place of the Work*, provided *Contractor* assumes responsibility for any damage caused by construction traffic, and prevents or promptly cleans up any mud tracking or material spillage.

1.4 SITE OFFICES

- A. The *Owner* will arrange for a space within the facility suitable for the use by the *Contractor* as a site office for the duration of the project. The *Contractor* is required to maintain the space in as found condition and is required to repair all damage caused to the space.

1.5 SANITARY FACILITIES

- A. The *Owner* will designate a sanitary facility for the use of the *Contractor* in accordance with governing regulations and ordinances.
- B. Post notices and take such precautions as required by local health authorities.
- C. Ensure facility is maintained in sanitary condition at all times and cleaned in accordance with Section 01 74 00.

1.6 FIRE PROTECTION

- A. Provide and maintain temporary fire protection systems and equipment during construction.

1.7 USE OF EXISTING ELEVATORS

- A. Designated elevators may be used by construction personnel and for transporting *Products*. Co-ordinate use with *Owner*.
- B. Provide protective coverings for finish surfaces of cars and entrances. Assume responsibility for and make good any damage to existing elevators caused by construction personnel.
- C. The *Contractor* is responsible to ensure that posted loading is not exceeded for any reason.
- D. *Contractor* is responsible to perform maintenance service on designated elevator at end or *Project*. *Owner* to provide maintenance provider contact.

1.8 LOADING

- A. Do not load or permit to load any part of the *Work* with a weight or force that will endanger the *Work*.
- B. Do not block vehicular traffic or pedestrian access to the Hospital site while loading and unloading. Schedule delivery of *Products* shipped to loading dock with *Owner's* representative a minimum of 48 hours prior to delivery. *Owner's* operation will take precedence over that of the *Contractor*. Deliveries are not to be scheduled to take place at the loading dock between the hours of *16:00 h and 08:00 h*.

1.9 EQUIPMENT, TOOLS AND MATERIALS STORAGE

- A. Do not unreasonably encumber premises with *Products*. Confine storage of *Products* to designated areas.
- B. Provide and maintain, in a clean and orderly condition, lockable storage boxes suitable for tools, *Construction Equipment* and *Products*.
- C. Locate *Products*, not used that day on site, in a manner to cause least interference with work activities.
- D. The *Owner* is not responsible for any losses incurred by the *Contractor*.

1.10 SCAFFOLDING

- A. Provide and maintain scaffolding, ramps ladders, platforms, and other equipment required to complete the *Work*.

1.11 HOISTING

- A. Provide, operate and maintain hoists and temporary cranes required for moving of workers, materials and equipment. Make financial arrangements with *Subcontractors* for use thereof.
- B. Hoist cranes shall be operated by qualified operators.
- C. Hoisting equipment, labour and material shall be the responsibility of the *Contractor*.

1.12 PROJECT IDENTIFICATION SIGNS

- A. No signs or advertisements, other than construction signs and warning signs, are permitted on site.
- B. Signs and notices for safety and instruction shall be in both official languages. Graphic symbols shall conform to *CAN3-Z321*.
- C. Maintain approved signs and notices in good condition for duration of project, and dispose of off-site on completion of project.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CONSTRUCTION FACILITIES

SECTION 01 56 00

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 BARRIERS AND ENCLOSURES - GENERAL

- A. Provide temporary barriers and enclosures necessary to protect the public and building occupants and to secure *Place of the Work* during performance of the *Work*.
- B. Comply with applicable regulatory requirements.
- C. Maintain temporary barriers and enclosures in good condition for the duration of the *Work*.
- D. Remove temporary barriers and enclosures from *Place of the Work* when no longer required.

1.2 FENCING

- A. Erect temporary security and safety site fencing, minimum 1.8 m high, using self-supporting wire fence sections enclosing entire site. Maintain site fencing in good repair until removed.
- B. Provide lockable access gates as required to facilitate construction access.

1.3 EXTERIOR HOARDING

- A. Erect temporary exterior site hoarding to comply with applicable regulatory requirements and as follows:
 - 1. Use lumber framing and, minimum 13 mm thick exterior grade plywood.
 - 2. Paint public side of hoarding in colour selected by *Consultant* with one coat primer to CGSB 1.189M and one coat exterior paint to CGSB 1.59. Maintain public side of hoarding clean and in good repair until removed.
 - 3. Provide lockable access gates for *Construction Equipment* and lockable pedestrian doors as required to facilitate construction access.
 - 4. Erect and maintain pedestrian walkways including roof and side covers, complete with pedestrian signage and electrical lighting.

1.4 WEATHER ENCLOSURES

- A. Provide weather tight enclosures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- B. Provide weather enclosures to protect floor areas where walls are not finished and to enclose work areas that require temporary heating.
- C. Design weather enclosures to withstand wind pressure and snow loading requirements.

1.5 GUARD RAILS AND BARRICADES

- A. Provide as required by governing authorities.

1.6 DUST TIGHT SCREENS

- A. Where construction activities will occur within an occupied floor area for a period of time not exceeding 24 hours and where indicated, provide dust tight screens to localize dust generating activities, and for protection of workers, finished areas of *Work* and public and in areas where the construction must be isolated from the remainder of the floor area.
- B. Dust tight screens are to be constructed using flash resistant tarpaulins on a non-combustible frame. Tarps are to be sealed to adjacent finishes and all joints to provide air tight screen. Tarps

are to be sealed to undisturbed ceiling surfaces or to underside of structure above in areas where ceilings are removed.

- C. Maintain and relocate protection until such work is complete.
- D. Maintain work areas within existing occupied areas under negative pressure at all times.
- E. Where existing wall, ceiling and floor materials or finishes are damaged as a result of barrier construction, repair materials or finishes to match existing.

1.7 TEMPORARY PARTITIONS

- A. Where construction activities will occur within an occupied floor area for a period of time exceeding 24 hours and where indicated, provide insulated temporary partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public and in areas where the construction must be isolated from the remainder of the floor area.
- B. Temporary partitions are to be constructed to underside of structure above using metal studs and gypsum board construction to create a 1 hour fire separation in accordance with ULC design W408. Prime and paint partition exposed to occupied side of floor area.
- C. Provide fire-rated hollow metal doors and frames and hardware where indicated and where required to maintain path of egress. Prime and paint door and frames faces exposed to occupied side of floor area.
- D. Maintain and relocate protection until such work is complete.
- E. Maintain work areas within existing occupied areas under negative pressure at all times.
- F. Where existing wall, ceiling and floor materials or finishes are damaged as a result of barrier construction, repair materials or finishes to match existing.

1.8 ACCESS TO SITE

- A. Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to Work.

1.9 PUBLIC TRAFFIC FLOW

- A. Do not impede public transportation and vehicle flow with construction vehicles.

1.10 FIRE ROUTES

- A. Maintain fire access routes, including overhead clearances, for use by emergency response vehicles, and access to hydrants and siamese connections.
- B. Review site restrictions, lay down areas and site access with the Authorities having Jurisdiction prior to construction start.

1.11 PROTECTION OF BUILDING FINISHES

- A. Provide necessary temporary barriers and enclosures to protect existing and completed or partially completed finished surfaces from damage during performance of the *Work*.
- B. Locations and installation schedule to be confirmed with Consultant three (3) days prior to installation.
- C. Be responsible for damage incurred due to lack of, or improper, protection.

Kingston Health Sciences Centre
ENCLOSURES.

Section 01 56 00 - TEMPORARY BARRIERS AND

KGH Kidd-Davies Dishwasher Room
Renovation

01 56 00

KHSC # PL026-0005 Callidus # 6505

Page 3

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF TEMPORARY BARRIERS AND ENCLOSURES

SECTION 01 61 00

COMMON PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 GENERAL

- A. Provide *Products* that are not damaged or defective, and suitable for purpose intended, subject to specified requirements. If requested by *Consultant*, furnish evidence as to type, source and quality of *Products* provided.
- B. Unless otherwise specified, maintain uniformity of manufacture for like items throughout.
- C. Permanent manufacturer's markings, labels, trademarks, and nameplates on *Products* are not acceptable in prominent locations, except where required by regulatory requirements or for operating instructions, or when located in mechanical or electrical rooms.

1.2 PRODUCT OPTIONS

- A. Subject to the provisions of Section 01 25 00 –Substitution Procedures:
 - 1. Wherever a *Product* or manufacturer is specified by a single proprietary name, provide the named *Product* only.
 - 2. Wherever more than one *Product* or manufacturer is specified by proprietary name for a single application, provide any one of the named *Products*.
- B. Wherever a *Product* is specified by reference to a standard only (Indicated as “Standard of Acceptance” in Technical Specifications), provide any *Product* that meets or exceeds the specified standard. If requested by *Consultant*, submit information verifying that the proposed *Product* meets or exceeds the specified standard.
- C. Wherever a *Product* is specified by descriptive or performance requirements only (Indicated as “Basis of Design” in Technical Specifications, provide any *Product* that meets or exceeds the specified requirements. If requested by *Consultant*, submit information verifying that the proposed *Product* meets or exceeds the specified requirements.

1.3 PRODUCT AVAILABILITY AND DELIVERY TIMES

- A. Promptly upon Contract award and periodically during construction, review and confirm *Product* availability and delivery times. Order *Products* in sufficient time to meet the construction progress schedule and the *Contract Time*.
- B. If a specified *Product* is no longer available, promptly notify *Consultant*. *Consultant* will take action as required.
- C. If delivery delays are foreseeable, for any reason, promptly notify *Consultant*.
 - 1. If a delivery delay is beyond *Contractor's* control, *Consultant* will provide direction.
 - 2. If a delivery delay is caused by something that was or is within *Contractor's* control, *Contractor* shall propose actions to maintain the construction progress schedule for *Consultant's* review and acceptance.

1.4 STORAGE, HANDLING, AND PROTECTION

- A. Store, handle, and protect *Products* during transportation to *Place of the Work* and before, during, and after installation in a manner to prevent damage, adulteration, deterioration and soiling.
- B. Comply with manufacturer's instructions for storage, handling and protection.

- C. Store packaged or bundled *Products* in original and undamaged condition with manufacturer's seals and labels intact. Do not remove from packaging or bundling until required in *Work*.
- D. Comply with the requirements of the workplace hazardous materials information system (WHMIS) regarding use, handling, storage, and disposal of hazardous materials, including requirements for labeling and the provision of material safety data sheets (MSDS).
- E. Store *Products* subject to damage from weather in weatherproof enclosures.
- F. Store sheet *Products* on flat, solid, supports and keep clear of ground. Slope to shed moisture.
- G. Remove and replace damaged *Products*.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF COMMON PRODUCT REQUIREMENTS

SECTION 01 71 00
EXAMINATION AND PREPARATION

PART 1 - GENERAL

1.1 SETTING OUT OF WORK

- A. Assume full responsibility for and execute complete layout of the *Work* to locations, lines and elevations indicated.
- B. Provide *Construction Equipment* needed to lay out and construct the *Work*.
- C. Supply *Construction Equipment* to facilitate *Consultant's* inspection of the *Work*.

1.2 EXAMINATION, COOPERATION AND COORDINATION

- A. *Subcontractors* are responsible to familiarize themselves with the *Contract Documents* and the work of all trades therein.
- B. *Subcontractors* shall give timely instructions and information to the *Contractor* concerning their requirements as they relate to other parts of the *Work*.
- C. Each trade shall report to the *Contractor* defects in surfaces or work prepared by other trades which affect their own, and ensure that conditions are appropriate for the carrying out of their portion of the *Work*. Commencement of the *Work* shall imply acceptance of conditions.
- D. Cooperate with the *Consultant* and *Other Contractors* employed by the *Owner*.

1.3 LINES AND LEVELS

- A. Prior to commencement of the *Work*, verify all grades, levels, lines and dimensions shown on the *Drawings* and report any errors and inconsistencies to the *Consultant*.
- B. Maintain a complete, accurate log of control and survey work as it progresses.
- C. Upon completion, complete an accurate record drawing of the completed *Project*. Submit in accordance with Section 01 78 00.

1.4 SURVEYOR QUALIFICATIONS

- A. Engage a registered land surveyor, licensed to practice in *Place of the Work*.

1.5 SURVEY SUBMITTALS

- A. Submit name and address of registered land surveyor performing survey work.
- B. Submit to *Owner* and *Consultant* the survey of the *Work* prepared and issued by a registered land surveyor as required by authorities having jurisdiction and on completion of the survey work.

1.6 SURVEY REFERENCE POINTS

- A. Locate and confirm permanent reference points prior to starting site work. Preserve and protect permanent reference points on site during construction.
- B. Do not change or relocate reference points without prior written notice to *Consultant*.
- C. Report to *Consultant* when a reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations. Require registered land surveyor to replace reference points in accordance with original survey.

1.7 SURVEY REQUIREMENTS

- A. Establish sufficient permanent benchmarks on site, referenced to established benchmarks by survey control points.
- B. Confirm that existing survey reference points are in accordance with *Owner's* survey and property limits.
- C. Establish initial lines and levels for building layout.
- D. Maintain a complete, accurate log of control and survey work as it progresses. Record locations with horizontal and vertical data in project record documents.

1.8 EXISTING UTILITIES AND STRUCTURES

- A. Before commencing the *Work*, establish location and extent of service lines in area of work and notify *Consultant* of findings.
- B. Promptly notify *Consultant* if underground utilities, structures, or their locations differ from those indicated in *Contract Documents* or in available project information. *Consultant* will provide appropriate direction.
- C. Record locations of maintained, re-routed and abandoned utility lines.

1.9 VERIFICATION OF EXISTING CONDITIONS

- A. The *Contractor* shall carefully examine the *Place of Work* and all conditions affecting the *Work* during the bidding period.
- B. Claims for extra payments due to difficulties encountered, which could have been foreseen during examination, will not be considered.
- C. Where work specified in any Section is dependent on the work of another Section or Sections having been properly completed, verify that work is complete and in a condition suitable to receive the subsequent work. Commencement of work of a Section that is dependent on the work of another Section or Sections having been properly completed, means acceptance of the existing conditions.
- D. Verify that ambient conditions are suitable before commencing the work of any Section and will remain suitable for as long as required for proper setting, curing, or drying of *Products* used.
- E. Ensure that substrate surfaces are clean, dimensionally stable, cured and free of contaminants.
- F. Notify *Consultant* in writing of unacceptable conditions.

1.10 DETAILS AND MEASUREMENTS

- A. Check and verify all dimensions wherever referring to the *Work*. Verify all dimensions when pertaining to the work of other trades with the *Subcontractor* concerned. Check dimensions and the actual material to be used on the *Work* with the various drawings and details before the *Work* commences, and report any variations to the *Consultant* for adjustment, if necessary.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF EXAMINATION AND PREPARATION

SECTION 01 73 00 EXECUTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Except where otherwise specified in technical *Specifications* or otherwise indicated on *Drawings*, comply with requirements of this Section.

1.2 CODES AND REGULATIONS COMPLIANCE

- A. Perform Work in accordance with Ontario Building Code of Canada (OBC), Ontario Fire Code (OFC), Occupational Health and Safety Act and other codes of provincial or local application, provided that in case of conflict or discrepancy, more stringent requirements apply, including all amendments made up to the bid closing date.
- B. Perform the *Work* in accordance with WHMIS regulations, the Occupational Health and Safety Act and Section 01 35 33.

1.3 MANUFACTURER'S INSTRUCTIONS

- A. Install, erect, or apply *Products* in strict accordance with manufacturer's instructions.
- B. Notify *Consultant*, in writing, of conflicts between *Contract Documents* and manufacturer's instructions where, in *Contractor's* opinion, conformance with *Contract Documents* instead of the manufacturer's instructions may be detrimental to the *Work* or may jeopardize the manufacturer's warranty.
- C. Do not rely on labels or enclosures provided with *Products*. Obtain written instructions directly from manufacturers.
- D. Provide manufacturer's representatives with access to the *Work* at all times. Render assistance and facilities for such access so that manufacturer's representatives may properly perform their responsibilities.

1.4 CONCEALMENT

- A. Conceal pipes, ducts, and wiring in floors, walls and ceilings in finished areas:
 - 1. After review by *Consultant* and authority having jurisdiction, and
 - 2. Where locations differ from those shown on *Drawings*, after recording actual locations on as-built drawings.
- B. Provide incidental furring or other enclosures as required.
- C. Notify *Consultant* in writing of interferences before installation.
- D. Electrical conduit shall not be buried in concrete structures or slabs unless indicated otherwise.

1.5 FASTENINGS - GENERAL

- A. Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials.
- B. Prevent electrolytic action and corrosion between dissimilar metals and materials by using suitable non-metallic strips, washers, sleeves, or other permanent separators to avoid direct contact.
- C. Use non-corrosive fasteners and anchors for securing exterior work and in spaces where high humidity levels are anticipated.

- D. Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage.
- E. Keep exposed fastenings to a minimum, space evenly and install neatly.
- F. Do not use fastenings or fastening methods that may cause spalling or cracking of material to which anchorage is made.

1.6 FASTENINGS - EQUIPMENT

- A. Use fastenings of standard commercial sizes and patterns with material and finish suitable for service.
- B. Bolts shall not project more than one diameter beyond nuts.

1.7 FIRE RATED ASSEMBLIES

- A. When penetrating fire rated walls, ceiling, or floor assemblies, completely seal voids with fire-stopping materials, smoke seals, or both, in full thickness of the construction element as required to maintain the integrity of the fire rated assembly.

1.8 LOCATION OF EQUIPMENT, FIXTURES, OUTLETS AND DEVICES

- A. Consider location of equipment, fixtures, outlets, and devices indicated on *Drawings* as approximate.
- B. Locate fixtures, outlets, and devices to provide minimum interference, maximum usable space, and as required to meet safety, access, maintenance, acoustic, and regulatory, including barrier free, requirements, and in accordance with manufacturer's recommendations for safety, access, and maintenance.
- C. Promptly notify *Consultant* in writing of conflicting installation requirements for fixtures, outlets, and devices. If requested, indicate proposed locations and obtain approval for actual locations.
- D. Inform *Consultant* of impending installation and obtain his approval for actual location.
- E. Submit field drawings to indicate relative position of various services and equipment when required by the *Consultant*.

1.9 PROTECTION OF COMPLETED WORK AND WORK IN PROGRESS

- A. Adequately protect parts of the *Work* completed and in progress from any kind of damage.
- B. Promptly remove, replace, clean, or repair, as directed by *Consultant*, work damaged as a result of inadequate protection.
- C. Do not load or permit to be loaded any part of the *Work* with a weight or force that will endanger the safety or integrity of the *Work*.

1.10 REMEDIAL WORK

- A. Notify *Consultant* of, and perform remedial work required to, repair or replace defective or unacceptable work. Ensure that properly qualified workers perform remedial work. Coordinate adjacent affected work as required.
- B. Restore *Work* with new *Products* in accordance with requirements of *Contract Documents*.

Kingston Health Sciences Centre
KGH Kidd-Davies Dishwasher Room
Renovation
KHSC # PL026-0005 Callidus # 6505

Section 01 73 00 - EXECUTION.

01 73 00

Page 3

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF EXECUTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 REQUEST FOR CUTTING, PATCHING AND REMEDIAL WORK

- A. Submit written request in advance of cutting, coring, or alteration which affects or is likely to affect:
 - 1. Structural integrity of any element of the *Work*.
 - 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 *Owner* or other contractors.
 - 6. Warranty of *Products* affected.
- B. Include in request:
 - 1. Identification of *Project*.
 - 2. Location and description of affected work, including drawings or sketches as required.
 - 3. Statement on necessity for cutting or alteration.
 - 4. Description of proposed work, and *Products* to be used.
 - 5. Alternatives to cutting and patching.
 - 6. Effect on work of *Owner* or other contractors.
 - 7. Written permission of affected other contractors.
 - 8. Date and time work will be executed.

1.2 PRODUCTS

- A. Unless otherwise specified, when replacing existing or previously installed *Products* in the course of cutting and patching work, use replacement *Products* of the same character and quality as those being replaced. Use materials whose installed performance will equal or surpass that of existing materials.
- B. Where applicable, comply with *Specifications* for type *Work* to be performed.
- C. If an existing or previously installed *Product* must be replaced with a different *Product*, submit request for substitution in accordance with Section 01 25 00 - Substitution Procedures.

1.3 PREPARATION

- A. Inspect existing conditions in accordance with Section 01 71 00 - Examination and Preparation.
- B. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
- C. Before start of *Work*, obtain and pay for all permits required by all authorities having jurisdiction and notify all interested utilities companies.
- D. Obtain approval of Owner and authorities having jurisdiction for *Work* which affects existing exit-ways, exit stairs, means of egress, or access to, or exit from, areas.
 - 1. Review with and obtain approval of authorities for any temporary construction which affects such areas.
- E. Provide supports to ensure structural integrity of surroundings; provide devices and methods to protect other portions of the *Work* from damage.
- F. Protect existing construction during cutting and patching to prevent damage
- G. Provide protection from elements for areas that may be exposed by uncovering work.

- H. Before proceeding, meet at *Place of the Work* with parties involved in cutting and patching, including mechanical and electrical trades.
 - 1. Review areas of potential interference and conflict.
 - 2. Coordinate procedures and resolve potential conflicts before proceeding.
- I. After uncovering existing conditions for *Work*, inspect conditions affecting installation of new *e*.

1.4 EXISTING UTILITIES

- A. When breaking into or connecting to existing services' utilities, execute the *Work* at times directed by local governing authorities, with a minimum of disturbance to the *Work*, pedestrian and vehicular traffic, and ongoing *Owner* operations. When traffic is disrupted, provide signmen.
- B. Where the *Work* involves breaking into or connecting to existing building services, complete and submit a "Request for Utility Shut-down" form for any interruptions to building services, for necessary interruptions of mechanical or electrical service throughout the course of the *Work*. A copy of the form and procedures for its use and completion, are included in this Section.
- C. Where unknown services are encountered, immediately advise *Consultant* and confirm findings in writing.
- D. Remove abandoned service lines within two feet of structures, unless indicated otherwise. Cap or otherwise seal lines at cut-off points as instructed by *Consultant* and to suit code requirements.
- E. Avoid cutting existing utilities, pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until alternate provisions have been provided.
- F. Maintain excavations free of water.
- G. Keep duration of interruptions to a minimum.
- H. Carry out interruptions after regular working hours of occupants, preferably on weekends, unless *Owner's* prior written approval is obtained.
- I. Protect and maintain existing active services. Record location of services, including depth, on as-built drawings.
- J. Construct or erect barriers in accordance with Section 01 56 00 - Temporary Barriers and Enclosures as required to protect pedestrian and vehicular traffic.

1.5 CUTTING, PATCHING, AND REMEDIAL WORK - GENERAL

- A. Cutting of openings into new or existing structural members, other than those indicated, is strictly prohibited, unless authorized in writing by the *Consultant*.
- B. Items to be salvaged and delivered to *Owner* shall be carefully removed and properly stored in an area easily accessible for removal by *Owner*.
- C. The cutting and patching required for individual trades shall be the responsibility of the *Contractor*.
- D. Ensure that all cutting and patching is completed in an acceptable manner without delay and to correct found deficiencies.
- E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
- G. Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or

related components in a manner that would result in increased maintenance or decreased operational life or safety.

- H. Do not cut and patch construction exposed on exterior or in occupied spaces in a manner that would, in *Consultant's* opinion, reduce the building's aesthetic or visual qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction which was cut and patched in a visually unsatisfactory manner.
- I. Coordinate and perform the *Work* to ensure that cutting and patching work is kept to a minimum.
- J. Perform cutting, fitting, patching, and remedial work to make the affected parts of the *Work* come together properly and complete the *Work*.
- K. Provide openings in non-structural elements of the *Work* for penetrations of mechanical and electrical work.
- L. Refer to mechanical and electrical *Specifications* for details re: removal, capping and other alterations including but not limited to conduit, wiring, fixtures, ducts, piping and other service lines.
- M. Perform cutting by methods to avoid damage to other work
- N. Provide proper surfaces to receive patching, remedial work, and finishing.
- O. Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- P. Ensure that cutting, patching, and remedial work does not jeopardize manufacturers' warranties.
- Q. Cut rigid materials using masonry saw or core drill. Do not use pneumatic or impact tools without *Consultant's* prior approval.
- R. Refinish surfaces to match adjacent finishes. For continuous surfaces refinish to nearest intersection. For an assembly, refinish entire unit.
- S. Fit work to pipes, sleeves, ducts, conduit, and other penetrations through surfaces with suitable allowance for deflection, expansion, contraction, acoustic isolation, and firestopping, while maintaining airtightness.
- T. Maintain fire ratings of fire rated assemblies where cutting, patching, or remedial work is performed. Completely seal voids or penetrations of assembly with firestopping material to full depth or with suitably rated devices.

1.6 CUTTING IN CONCRETE CONSTRUCTION

- 1.7 Where coring, cutting or drilling of existing roof and floor slabs is required to complete the scope of work, the *Contractor* is required to verify the location of each core, cut or drill and verify the location of buried or concealed services by means of Ferro scanning or ultra-sound scanning slabs. Confirm location of findings with *Consultant* and *Owner* prior to coring, cutting or drilling. Provide a minimum of 72 hours written notice to the *Owner* prior to the scheduled core, cut or drill. Obtain the written approval of the *Owner* prior to start of any cutting, coring or drilling.
- 1.8 During the cutting, coring and drilling operations the *Contractor* shall have representatives on site including the site superintendent, mechanical, plumbing and electrical subcontractor representatives.
- 1.9 The *Contractor* is to be aware of the extreme risks associated with the use of x-ray technology for scanning of existing assemblies. The use of this type of scan on hospital property is strictly

prohibited. The use of this type of scan without the consent of the *Owner* may result in the termination of the *Contract* and possible legal action by the affected parties.

1.10 CUTTING IN STEEL FRAME AND METAL DECK CONSTRUCTION

- A. Do not cut nor drill holes in webs and flanges of columns, beams, purlins, and joists without prior written approval of *Consultant*.
 - 1. When approval is obtained, comply with requirements and instructions of Architect and provide reinforcing at such locations when required.
- B. When openings are cut into metal decks having cast-in-place concrete slab over metal deck:
 - 1. No reinforcing of holes is required for circular openings or sleeves up to diameter and for rectangular openings having no side dimension greater than .
 - 2. Reinforce openings between and 300mm with 0.9mm, 20ga flat steel sheet 300mm greater in dimension than opening. Fusion weld to top surface of deck at each corner and on each side midway between corners.
 - 3. Do not cut openings greater than 300mm without written approval and direction from *Consultant*.
- C. When openings are cut into metal roof decks that have no concrete cast-in-place (except lightweight insulating cementitious roof fill) over deck obtain written approval and direction from *Consultant*.

1.11 CUTTING – FIRE SEPARATION ALTERATIONS

- A. Maintain all existing fire separations for the duration of the *Work*.
- B. Provide fire and smoke penetration sealants at alterations and repairs in accordance with Section 07 84 00.
- C. Provide continuous, solid framing, blocking or masonry around service penetrations through fire separations in accordance with the fire penetration sealant design to maintain the continuity of the fire separation.
- D. Inspect and provide *Work* necessary to ensure a continuous smoke seal where indicated to existing walls within the *Place of the Work*.

1.12 CUTTING – MECHANICAL AND ELECTRICAL ALTERATIONS

- A. Refer to mechanical and electrical documents. Provide all cutting and patching for access to execute service alterations. Conceal capped services or remove back to main unless specifically noted otherwise.
- B. Repair adjacent construction or surfaces disturbed as a result of alterations.

1.13 CUTTING TO ACCOMMODATE DEMOLITION AND REMOVALS

- A. Execute cutting neatly and carefully, no larger than necessary, employing workers skilled in the erection of the part of the *Work*, or the part of the existing building being cut.
- B. Maintain integrity and continuity of fire separations at all times. Provide smoke and fire seals at cut parts of the *Work*, equal to existing.
- C. Saw-cut floors, walls and ceilings accurately. Provide openings no larger than necessary to accommodate new work. Core drill circular holes in concrete. Accurately cut new holes for mechanical and electrical devices and fixtures and for other recessed items.

1.14 REMOVAL OF FLOORING AND PREPARATION OF SUBSTRATE

- A. Remove flooring and adhesive/setting bed materials completely, down to structural substrate unless otherwise noted.

- B. Grind high spots and scrape substrate to a smooth, level surface. Remove any ridges or trowel marks.
- C. Fill new and existing depressions, dished areas, low spots, voids, gaps, cracks, joints, holes and other substrate defects with skim coat and self-leveling topping to achieve a flat substrate t within the following tolerances. All materials used to prep the substrate must be compatible with finish floor adhesives etc.
 - 1. 3mm total maximum deviation + and – along a 3000mm straight edge applied omni-directionally over the entire floor area.
- D. Provide skim coats, primers and bonding agent slurries to neutralize residue adhesives and setting beds and to provide a suitable substrate to received scheduled flooring type.

1.15 REMOVAL OF MASONRY WALLS AND TERRAZZO FLOOR BASES

- A. Remove masonry walls and terrazzo floor bases completely back to structural substrate.
- B. Remove sufficient material to provide a depression for leveling toppings to achieve flat substrate to receive new finishes.
- C. Terrazzo floor base shall be removed completely in association with wall demolition as shown on drawings. Terrazzo floor base removal shall include the provision for and supply of concrete infill and cementitious topping as required to provide a level surface for new finish floor.
- D. Where existing masonry walls are indicated to be removed, ensure adjacent walls are braced securely and all structural and decorative elements removed t the underside of the structure above.

1.16 REMOVAL OF CONCRETE TOPPINGS AND TERRAZZO AND/OR EPOXY FLOORING

- A. Remove concrete toppings and terrazzo flooring completely back to structural substrate.
- B. Remove all loose material and provide bonding agent to adhere new concrete infill to receive new finish flooring.
- C. Remove terrazzo or epoxy flooring to a sufficient depth to provide a depression for leveling topping to be flush with surrounding floor slab. All new material to compatible with existing substrate and with new finish floor.
- D. In locations where terrazzo or epoxy floor is indicated for removal, include provision for supply and installation of concrete infill, accessories and cementitious leveling compound to provide a level surface for new finish floor. If, at the direction of the *Consultant*, any terrazzo or epoxy flooring remains, the surface is to be rendered porous prior to the application of leveling compound, adhesives, primers or other preparation for new finish floor.

1.17 MATCHING AND PATCHING

- A. Where items are removed from existing walls, ceilings, floors or partitions to remain, repair wall, ceiling, floor or partition disturbed by removal.
- B. Where walls, ceilings, floors or partitions are removed, repair abutting walls, ceilings or floors disturbed by removal.
- C. Where existing construction is cut, removed or otherwise disturbed to permit installation of new *Work*, match and patch existing disturbed construction.
- D. Use methods and materials similar in appearance, and equal in quality to areas or surfaces being repaired.
- E. Restore *Work* which has been cut or removed; install new products to provide completed *Work* in accord with requirements of *Contract Documents*.
- F. Patch work to match existing work and adjacent surfaces.

- G. Re-finish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. Continuous surfaces; to nearest intersection or break in surface such as inside or outside corner or minimum 1525mm horizontally beyond patched area and full height of wall, whichever is nearest.
 - 2. Assembly - entire refinishing.
- H. In existing areas remove and replace existing ceilings and finishes for installation of *Work* of other trades. Locations may not be identified on architectural drawings. Refer to mechanical and electrical documents for coordination of locations.
 - 1. If existing ceiling can not be satisfactorily reinstalled, replace with like materials and construction.
 - 2. Replace damaged construction with like materials.

1.18 PATCHING ADJACENT TO DEMOLITION AREAS

- A. After cutting is completed, patch and re-finish existing surfaces to remain to the nearest break in surface such as inside and outside corners or a minimum 1525mm 5FT horizontally and full height of walls from floor to ceiling.
- B. Patch parts of *Work* to match adjacent construction and finishes unless otherwise specified or indicated on drawings.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CUTTING AND PATCHING

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 REGULATORY REQUIREMENTS

- A. Comply with applicable regulatory requirements when disposing of waste materials.
- B. Obtain permits from authorities having jurisdiction and pay disposal fees where required for disposal of waste materials and recyclables.

1.2 GENERAL CLEANING REQUIREMENTS

- A. Provide adequate ventilation during use of volatile or noxious substances. Do not rely on building ventilation systems for this purpose.
- B. Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- C. Prevent cross-contamination during the cleaning process.
- D. In occupied spaces, vacuum cleaning of area of work to be done utilizing HEPA filter equipped vacuum.
- E. Notify the *Consultant* of the need for cleaning caused by *Owner* or *Other Contractors*.
- F. Before applying for *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 *Place of the Work* clean and suitable for use or occupancy by the *Owner*.

1.3 POLLUTION CONTROL

- A. Control emissions from equipment and plant to local authorities emission requirements.
- B. Prevent dust and other extraneous materials from contaminating air beyond application area, by providing temporary enclosures.
- C. Cover or wet down dry materials and rubbish to prevent blowing dust and debris. Wet down dusty materials prior to moving them through the existing building or cover with wet drape to prevent dust from tracking through building spaces.

1.4 PROGRESSIVE CLEANING AND WASTE MANAGEMENT

- A. Maintain the *Work* in a tidy and safe condition, free from accumulation of waste materials and construction debris.
- B. Fires and burning of rubbish at *Place of the Work* is not permitted.
- C. Burying rubbish and waste materials at *Place of the Work* is not permitted.
- D. Provide and pay for on-site clearly marked waste containers for collection of waste materials, recyclables and debris.
- E. Remove waste materials and recyclables from work areas, separate, and deposit in designated containers at end of each *Working Day*. Collect packaging materials for recycling or reuse.
- F. Remove waste materials and recyclables from *Place of the Work* daily. When removing waste through occupied areas, cover waste container with a wet drape.
- G. Sort separate materials to be reused/recycled into specified sort areas.

- H. Store volatile waste in covered metal containers and remove from premises at end of each *Working Day*.
- I. Do not dispose of waste or volatile materials, such as mineral spirits, oil or paint thinner into waterways, storm or sanitary sewers.
- J. Clean interior building areas prior to start of finish work and maintain free of dust and other contaminants during finishing operations.
- K. Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly finished surfaces nor contaminate building systems.
- L. Clear snow and ice from public sidewalks as required to comply with applicable municipal regulatory requirements.

1.5 FINAL CLEANING

- A. Remove from *Place of the Work* surplus *Products*, waste materials, recyclables, *Temporary Work*, and *Construction Equipment* not required to perform any remaining work.
- B. Standards include, but are not limited to:
 - 1. Floors and baseboards are to be free of construction material, stains, visible dust and streaks.
 - 2. Walls, ceilings and doors are to be free of visible dust, gross soils, streaks and handprints.
 - 3. All horizontal surfaces are to be free of visible dust and streaks. This includes, but is not limited to, furniture, window ledges, overhead lighting, phones, picture frames, carpets, etc.
 - 4. Bathroom fixtures, including toilets, sinks, tubs and showers, are to be free of streaks, soil and stains.
 - 5. Mirrors and windows are to be free of visible dust and streaks.
 - 6. Dispensers are to be free of dust.
- C. Standards will be achieved through the following processes:
 - 1. Wet mopping of floors.
 - 2. Wet dusting of walls and horizontal surfaces.
 - 3. Use of special products for glass, chrome and plastic to leave streak free.
 - 4. Final vacuuming, using a power head and a HEPA filter equipped vacuum that will not generate dust.
 - 5. Water and general purpose disinfecting solutions must be changed when they become cloudy or cause streaking on cleaned surfaces.
- D. The Contractor will use chemical and products which are currently in use by the facility. A list of these chemicals and products will be available from the Owner and may change at any time without notice. It is the Contractor's responsibility to be aware of and use the chemicals and products which are in use at the time cleaning operations commence. Information available will include:
 - 1. Local supplier.
 - 2. Name and order number of chemical or product.
 - 3. Area of facility where chemical or product is currently in use.
 - 4. Dilution of chemical or product acceptable to facility.
 - 5. Finish and material for which chemicals or products are to be used.
 - 6. Variations from products listed will not be accepted without prior written approval from Environmental Services or the Owner's Infection Control Practitioner.
- E. Lock or otherwise restrict access to each room or area after completing final cleaning in that area.
- F. Re-clean as necessary areas that have been accessed by *Contractor's* workers prior to *Owner* occupancy.

- G. Vacuum clean and dust exposed wall, floor, and ceiling surfaces, behind grilles, louvres, heating registers and screens, ducts, fans, blowers and coils if units were operated without filters during construction.
- H. Clean mechanical, electrical, and other equipment. Replace filters for mechanical equipment if equipment is used during construction.
- I. Prepare and clean floor finishes as recommended by manufacturer and in coordination with the *Owner*.
- J. Broom clean and wash interior as well as exterior walks, paved surfaces, concrete floors, steps and other similar surfaces.
- K. Make good any damage caused by the completion of the *Work*, outside the *Place of the Work*, including necessary cleaning.
- L. Upon completion of cleaning operations, close off area to all but authorized personnel.
- M. Upon completion of final cleaning, remove cleaning equipment, excess materials and debris from building and site.

1.6 WASTE MANAGEMENT AND DISPOSAL

- A. Dispose of waste materials and recyclables at appropriate municipal landfills and recycling facilities in accordance with applicable regulatory requirements.
- B. Do not burn or bury waste materials at *Place of the Work*.
- C. Do not dispose of volatile and other liquid waste such as mineral spirits, oil, paints and other coating materials, paint thinners, cleaners, and similar materials together with dry waste materials or on the ground, in waterways, or in storm or sanitary sewers. Collect such waste materials in appropriate covered containers, promptly remove from *Place of the Work*, and dispose of at recycling facilities or as otherwise permitted by applicable regulatory requirements.
- D. Cover or wet down dry waste materials to prevent blowing dust and debris.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CLEANING AND WASTE MANAGMENT

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 READY-FOR-TAKEOVER

- A. The prerequisites to attaining *Ready-for-Takeover* of the *Work* are described in the General Conditions of the *Contract*.

1.2 INSPECTION AND REVIEW BEFORE READY-FOR-TAKEOVER

- A. *Contractor's* Inspection: Before applying for the *Consultant's* review to establish *Ready-for-Takeover* of the *Work*:
1. Ensure that the specified prerequisites to *Ready-for-Takeover* of the *Work* are completed.
 2. Conduct an inspection of the *Work* to identify defective, deficient, or incomplete work.
 3. Prepare a comprehensive and detailed list of items to be completed or corrected.
 4. Provide an anticipated schedule and costs for items to be completed or corrected.
- B. *Consultant's* Review: Upon receipt of the *Contractor's* application for review, together with the *Contractor's* list of items to be completed or corrected, the *Consultant* will review the *Work*. The *Consultant* will advise the *Contractor* whether or not the *Work* is *Ready-for-Takeover* and will provide the *Contractor* with a list of items, if any, to be added to the *Contractor's* list of items to be completed or corrected. Provide the *Consultant* with a copy of the *Contractor's* revised list.
- C. *Consultant's* Review: Upon receipt of the *Contractor's* application for review, together with the *Contractor's* list of items to be completed or corrected, the *Consultant* and the *Contractor* shall arrange a mutually satisfactory agreed date and time to jointly review the *Work*. The *Consultant* will advise the *Contractor* whether or not the *Work* is *Ready-for-Takeover*. Add additional items, if any, to the *Contractor's* list of items to be completed or corrected. Provide the *Consultant* with a copy of the revised list.
- D. Maintain the list of items to be completed or corrected and promptly correct or complete defective, deficient and incomplete work. The *Contractor's* inspection and *Consultant's* review procedures specified above shall be repeated until the *Work* is *Ready-for-Takeover* and no items remain on the *Contractor's* list of items to be completed or corrected.
- E. When the *Consultant* determines that the *Work* is *Ready-for-Takeover*, the *Consultant* will notify the *Contractor* and the *Owner* in writing to that effect.

1.3 PREREQUISITES TO FINAL PAYMENT

- A. After *Ready-for-Takeover* of the *Work* and before submitting an application for final payment in accordance with the General Conditions of *Contract*:
1. Correct or complete all remaining defective, deficient, and incomplete work.
 2. Remove from the *Place of the Work* all remaining surplus *Products*, *Construction Equipment*, and *Temporary Work*.
 3. Perform final cleaning and waste removal necessitated by the *Contractor's* work performed after *Ready-for-Takeover*, as specified in Section 01 74 00 – Cleaning and Waste Management.

1.4 SUBSTANTIAL PERFORMANCE OF THE WORK

- A. The prerequisites to, and the procedures for, attaining substantial performance of the *Work*, or similar such milestone as provided for in the lien legislation applicable to the *Place of the Work*, shall be:

1. Independent of those for attaining *Ready-for-Takeover* of the *Work*, and
2. In accordance with the lien legislation applicable to the *Place of the Work*.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CLOSEOUT PROCEDURES

SECTION 01 78 00

CLOSEOUT SUBMITTALS

PART 1 - GENERAL

1.1 OPERATION AND MAINTENANCE MANUAL

- A. Prepare a comprehensive operation and maintenance manual, in the language of the *Contract*, using personnel qualified and experienced for this task.
- B. Submit an initial draft of the operation and maintenance manual for *Consultant's* review. If required by *Consultant's* review comments, revise manual contents and resubmit for *Consultant's* review. If required, repeat this process until *Consultant* accepts the draft manual in writing.
- C. Submit final version to *Consultant* in hard copy and electronic format. Provide four hard copies.
- D. Pay costs of transportation of submissions.

1.2 OPERATION AND MAINTENANCE MANUAL FORMAT

- A. Organize data in the form of an instructional manual.
- B. Binders: vinyl, hard covered, three (3) D-rings, loose leaf, letter size, with spine and face pockets.
- C. When multiple binders are used, correlate data into related consistent groupings. Identify contents of each binder on spine.
- D. Cover: Identify each binder with typed or printed title "Project Record Documents", name of *Project* or facility, and subject matter of contents.
- E. Arrange content by systems, under Section numbers and sequence of Table of Contents.
- F. Provide tabbed fly leaf for each separate *Product* or system, with typed description of *Product* and major component parts of equipment.
- G. Text: Manufacturer's printed data, or typewritten data.
- H. Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- A. Provide digital copy of Operation and Maintenance Manual in PDF format, organized in same form as binders, on single USB memory stick.
- B. Provide electronic copy of Shop *Drawings* in manual as scaled CAD files in .dwg format on CD-ROM or USB flash drive.

1.3 OPERATION AND MAINTENANCE MANUAL – GENERAL CONTENT

- A. Table of contents for each volume.
- B. Introductory information including:
 - 1. Title of *Project*.
 - 2. Date of manual submission.
 - 3. Complete contact information for *Consultant*, subconsultants, other consultants, and *Contractor*, with names of responsible parties.
 - 4. Schedule of *Products* and systems indexed to content of volume.
- C. For each *Product* or system, include complete contact information for *Subcontractors*, *Suppliers* and manufacturers, including local sources for supplies and replacement parts.

- D. *Product Data*: mark each sheet to clearly identify specific products, options, and component parts, and data applicable to installation. Delete or strike out inapplicable information. Supplement with additional information as required.
- E. Typewritten text: as required to supplement *Product* data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 01 40 00.
- F. Reviewed *Shop Drawings*.
- G. Drawings: supplement *Product* data to illustrate relations of component parts of *Products* and systems, to show control and flow diagrams.
- H. Permits, certificates, letters of assurance and other relevant documents issued by or required by authorities having jurisdiction.
- I. Warranties.
- J. Operating and maintenance procedures, incorporating manufacturer's operating and maintenance instructions, in a logical sequence.
- K. Training materials as specified in Section 01 79 00 - Demonstration and Training.

1.4 OPERATION AND MAINTENANCE MANUAL - EQUIPMENT AND SYSTEMS CONTENT

- A. Each Item of Equipment and Each System: include description of unit or system and component parts. Give function, normal operation characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panel Board Circuit Directories: provide electrical service characteristics, controls, and communications.
- C. Include installed colour coded wiring diagrams.
- D. Operating Procedures: include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Provide servicing and lubrication schedule, and list of lubricants required.
- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide installed control diagrams by controls manufacturer.
- K. Provide *Contractor's* coordination drawings, with installed colour coded piping diagrams.
- L. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Include testing and balancing reports.
- O. Include additional content as specified in technical *Specifications* sections.

1.5 OPERATION AND MAINTENANCE MANUAL - PRODUCTS AND FINISHES CONTENT

- A. Include *Product* data, with catalogue number, options selected, size, composition, and colour and texture designations. Provide information for re-ordering custom manufactured *Products*.
- B. Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Include an outline of requirements for routine and special inspections and for regular maintenance to ensure that on-going performance of the building envelope will meet the initial building envelope criteria.
- D. Include additional content as specified in technical *Specifications* sections.

1.6 OPERATION AND MAINTENANCE MANUAL - WARRANTIES CONTENT

- A. Obtain warranties and bonds, executed in duplicate by warrantors within ten days after completion of the applicable item of work. Except for items put into use with *Owner's* permission, leave date for beginning of time of warranty blank until the date of *Substantial Performance of the Work* is determined. Co-execute when required. Retain warranties and bonds until time specified for submittal.
- B. Separate each warranty with index tab sheets keyed to Table of Contents listing.
- C. List each warrantor with complete contact information.
- D. Verify that documents are in proper form and contain full information. Ensure that warranties are for the correct duration and are in *Owner's* name.

1.7 CONTRACTOR'S AS-BUILT DRAWINGS

- A. Create one set of comprehensive as-built documents. Record information on set of black line, opaque drawings, and in the copy of Project Manual provided by *Consultant*.
- B. Provide felt tip marking pens, maintaining separate colours for each major system, for recording information.
- C. Record information concurrently with construction progress. Do not conceal work until required information is recorded.
- D. *Drawings* and *Shop Drawings*: legibly mark each item to record actual construction, including:
 - 1. Measured depths of elements of foundation in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by *Change Orders*.
 - 6. Details not on original *Drawings*.
 - 7. References to related *Shop Drawings* and modifications.
- E. Project Manual: legibly mark each item to record actual construction, including:
 - 1. Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
 - 2. Changes made by addenda and *Change Orders*.
- F. Other documents: maintain manufacturer's certifications, inspection certifications, field test records required by individual and specifications sections.
- G. Prior to *Substantial Performance of the Work*, submit one set of completed as-built documents for review by the *Consultant*.

- H. Following review and acceptance of as-built documents by the *Consultant*, transfer information to CAD drawings and Project Manual. Submit completed record documents for use by the *Owner*.

1.8 PROJECT RECORD DRAWINGS

- A. Transfer all information marked up on the as-built drawings during the progress of the *Work* to a master set of record drawing files provided by *Consultant*, in PDF electronic format.
- B. Mark revised drawings as "RECORD DRAWINGS".
- C. Submit completed record drawings in hard copy and electronic form to *Owner* and *Consultant*. Provide four (4) hard copy sets.
- D. In addition to requirements in General Conditions, maintain at the site for *Consultant* one record copy of:
1. *Drawings*.
 2. Project Manual.
 3. Addenda.
 4. *Supplemental Instructions*.
 5. *Change Orders* and other modifications to the *Contract*.
 6. Reviewed *Shop Drawings*, *Product* data, and samples.
 7. Field test records.
 8. Inspection certificates.
 9. Manufacturer's certificates.
- E. Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- F. Label record documents and files in accordance with section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- G. Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.
- H. Keep record documents and samples available for inspection by *Consultant*.

1.9 SPARE PARTS, MAINTENANCE MATERIALS, AND SPECIAL TOOLS

- A. Supply spare parts, maintenance materials, and special tools in quantities specified in technical *Specifications* sections.
- B. Ensure spare parts and maintenance materials are new, not damaged nor defective, and of same quality, manufacturer, and batch or production run as installed *Products*.
- C. If requested, furnish evidence as to type, source and quality of products provided.
- D. Defective products will be rejected, regardless of previous inspections. Replace products at own expense.
- E. Provide tags for special tools identifying their function and associated *Product*.
- F. Deliver to and store items at location directed by *Owner* at *Place of the Work*. Store in original packaging with manufacturer's labels intact and in a manner to prevent damage or deterioration.
- G. Remove and replace damaged *Products* at own expense and to satisfaction of the *Consultant*.
- H. Obtain receipt for delivered products and submit prior to final payment.
- I. Catalogue all items and submit to *Consultant* an inventory listing organized by *Specifications* section. Include *Consultant* reviewed inventory listing in operation and maintenance manual.

Kingston Health Sciences Centre
KGH Kidd-Davies Dishwasher Room
Renovation
KHSC # PL026-0005 Callidus # 6505

Section 01 78 00 - CLOSEOUT SUBMITTALS.

01 78 00

Page 5

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF CLOSEOUT SUBMITTALS

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY

- A. Demonstrate and provide training to *Owner's* personnel on operation and maintenance of all new equipment, devices and systems prior to scheduled date of *Ready-for-Takeover of the Work*.
- B. *Owner* will provide list of personnel to receive training and will coordinate their attendance at agreed upon times.
- C. Coordinate and schedule demonstration and training provided by *Subcontractors* and *Suppliers*.

1.2 SUBMITTALS

- A. Submit proposed dates, times, durations, and locations for demonstration and training of each item of equipment and each system for which demonstration and training is required. Allow sufficient time for training and demonstration for each item of equipment or system, or time as may be specified in technical *Specifications*.
- B. *Consultant* and *Owner* will review submittal and advise *Contractor* of any necessary revisions.
- C. Submit report(s) within five (5) *Working Days* after completion of demonstration and training:
 - 1. identifying time and date of each demonstration and training session,
 - 2. summarizing the demonstration and training performed, and
 - 3. including a list of attendees.

1.3 PREREQUISITES TO DEMONSTRATION AND TRAINING

- A. Testing, adjusting, and balancing has been performed in accordance with *Contract Documents*.
- B. Equipment and systems are fully operational.
- C. Copy of completed operation and maintenance manual is available for use in demonstration and training.
- D. Conditions for demonstration and training comply with requirements specified in technical *Specifications*.

1.4 DEMONSTRATION AND TRAINING

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, and maintenance of each item of equipment and system.
- B. Review operation and maintenance manual in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional information in operation and maintenance manual if required.

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF DEMONSTRATION AND TRAINING

SECTION 02 41 99

DEMOLITION

PART 1 - GENERAL

1.1 RELATED SECTIONS

- A. Section 01 71 00 – Examination and Preparation
- B. Section 01 74 00 – Cleaning and Waste Management
- C. Section 02 61 33 – Designated Substance Report

1.2 REFERENCES

- A. Canadian Standards Association (CSA International)
 - 1. CSA S350-M1980(R2003), Code of Practice for Safety in Demolition of Structures.

1.3 SUBMITTALS

- A. Submit *Shop Drawings* in accordance with Sections 01 33 00.
- B. Before proceeding with demolition of load bearing walls or of other walls and where required by authority having jurisdiction submit for review by *Consultant* shoring and underpinning drawings prepared by qualified professional engineer registered or licensed in the Province of Ontario, showing proposed method.

1.4 SITE CONDITIONS

- A. Review "Designated Substance Report" and take precautions to protect environment.
- B. Should material resembling spray or trowel-applied asbestos or other designated substance listed as hazardous be encountered, stop work, take preventative measures, and notify *Consultant* immediately.
 - 1. Do not proceed until written instructions have been received from *Consultant*.
- C. Notify *Consultant* before disrupting building access or services.

PART 2 - PRODUCTS

2.1 NOT USED

PART 3 - EXECUTION

3.1 PREPARATION

- A. Inspect area of work with *Consultant* and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- B. Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- C. Notify and obtain approval of utility companies before starting demolition.
- D. Disconnect, cap, plug or divert, as required, existing public utilities within the property where they interfere with the execution of the work, in conformity with the requirements of the

authorities having jurisdiction. Mark the location of these and previously capped or plugged services on the site and indicate location (horizontal and vertical) on the record drawings. Support, shore up and maintain pipes and conduits encountered.

1. Immediately notify *Consultant* and utility company concerned in case of damage to any utility or service, designated to remain in place.
2. Immediately notify the Engineer should uncharted utility or service be encountered, and await instruction in writing regarding remedial action.

3.2 PROTECTION

- A. Prevent movement, settlement, or damage to adjacent structures, utilities, landscaping features and parts of building to remain in place. Provide bracing and shoring required.
- B. Keep noise, dust, and inconvenience to occupants to minimum.
- C. Protect building systems, services and equipment.
- D. Provide temporary dust screens, covers, railings, supports and other protection as required.
- E. Do *Work* in accordance with Section 01 35 30.

3.3 SALVAGE

- A. Refer to demolition drawings and specifications for items to be salvaged for reuse.
- B. Remove items to be reused, store as directed by *Consultant*, and re-install under appropriate section of specification.

3.4 SITE REMOVALS

- A. Remove items as indicated.

3.5 DEMOLITION

- A. Remove parts of existing building to permit new construction. Sort waste materials into appropriate piles for reuse and recycling.
- B. Trim edges of partially demolished building elements to tolerances as defined by *Consultant* to suit future use.

3.6 DISPOSAL

- A. Dispose of removed materials, to appropriate recycling facilities and reuse facilities except where specified otherwise, in accordance with authority having jurisdiction.
- B. See also Section 01 74 00.

END OF DEMOLITION

SECTION 02 61 33 DESIGNATED SUBSTANCES REPORT

PART 1 - GENERAL

1.1 REGULATORY REQUIREMENTS

- A. A Designated Substances Report for this site has been completed by the *Owner* to fulfill the requirements under Section 30 of the Ontario Occupational Health and Safety Act, Revised Statutes of Ontario, 1990, Chapter 0.1 as amended by O. Reg. 631/94. The Designated Substances are identified in the Occupational Health and Safety Act O. Reg. 213/91 as amended by O. Reg. 426/21.
- B. The disturbance of asbestos materials on construction projects is controlled by Ontario Regulation 278/05.
- C. The revised Regulation of Ontario (1990), Regulation 843 as amended by Ontario Regulation 109/04 (formerly Ontario Ministry of Labour Regulation 536/81) under the Occupational Health and Safety Act outlines the requirement to control airborne lead in industrial establishments. Exposure levels and respiratory protection in this regulation also apply to construction projects at a workplace where workers are likely to be exposed to lead.
- D. The revised Regulation of Ontario (1990), Regulation 845 as amended by Ontario Regulation 606/05 (formerly Ontario Ministry of Labour Regulation Respecting Silica 769/83) which amends the Occupational Health and Safety Act, outlines the requirement to control airborne silica in industrial establishments. Exposure levels and respiratory protection in this regulation also apply to construction projects at a workplace where workers are likely to be exposed to lead.
- E. All *Contractors* requesting bids from *Subcontractors* shall provide the required information to *Subcontractors*.

1.2 VALIDITY DATE

- A. A designated substances survey for the *Place of the Work* has been conducted. Information provided is based on previous site visits to the building and sample information obtained from *Owner's* reports. Since that time, designated substances may have been removed from or added to the project area.
- B. Prior to beginning work confirm with *Owner* that additional designated substances have not been brought to the *Place of the Work*.
- C. Due to the nature of building demolition, some inherent limitations exist as to the possible thoroughness of the designated substance survey. The survey did not include the demolition of floors, floor finishes, plaster ceilings or walls or other areas to examine concealed conditions. In addition, the survey does not refer to substances that may be present in the day-to-day usage of specialized equipment.
- D. There is a possibility that materials may exist which could not reasonably be identified within the scope of this assessment, or which were not apparent during the site visit.

1.3 OCCUPATIONAL HEALTH AND SAFETY ACT

- A. The following is an amendment to Bill 208 "An act to amend the Occupational Health and Safety Act, The Workers' Compensation Act" subsequently identified as amendment 18a. The

following outlines the responsibilities of each party of the *Contract* as it relates to amendment 18a.

- B. Duty of *Owner*: Before beginning a project, the *Owner* shall determine whether any designated substances are present at the *Place of the Work* and shall prepare a list of all designated substances that are present at the site.
 - 1. Tenders: If any work on a *Project* is tendered, the person issuing the tenders shall include, as part of the tendering information, a copy of the list referred to in subsection (1).
 - 2. Idem: An *Owner* shall ensure that a prospective constructor of a project on the *Owner's* property has received a copy of the list referred to in subsection (1) before entering into a binding contract with the constructor.
- C. Duty of Constructors: The constructor for a project shall ensure that each prospective contractor and subcontractor for the project has received a copy of the list referred to in subsection (1) before the prospective contractor or subcontractor enters into a binding contract for the supply of work on the project.
 - 1. Liability: An *Owner* who fails to comply with this section is liable to the constructor and every contractor and subcontractor who suffers loss or damages as the result of the subsequent discovery on the *Project* of a designated substance that the *Owner* ought reasonably to have known of but that was not on the list prepared under subsection (1).
 - 2. Idem: A constructor who fails to comply with this section is liable to every contractor and subcontractor who suffers any loss or damages as the result of the subsequent discovery on the project of a designated substance that was on the list prepared under subsection (1).
 - 3. WHMIS Inventory is available from the *Owner* through the office of the *Consultant*

PART 2 - DESIGNATED SUBSTANCES

2.1 REPORTS

- A. The report is entitled "*Hazardous Building Materials Assessment (Pre-Construction Dishwasher Room Renovation)*" prepared for *Kingston Health Sciences Centre / Providence Care* as completed by *Pinchin Ltd.* and is included within this Project Manual and available for viewing at the office of the *Owner* at the *Kingston Health Sciences Centre / Providence Care Planning Office* located at *24 Barrie Street, Kingston, Ontario.*
- B. It is the *Contractor's* responsibility to be aware of the contents of the report.

PART 3 - EXECUTION NOT USED

END OF DESIGNATED SUBSTANCES REPORT