



Lakehead University
Law Clinic – Phase II
Renovations

BID SPECIFICATIONS

LI 17-001

On behalf of:



21 July 2018

Architecture49 Inc.
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PART 1 GENERAL

1.1 INVITATION

.1 Bid Call:

Offers signed under seal, executed, and dated will be received at the offices of the Owner, **Lakehead University Purchasing Department, located at Lakehead University Braun Building, Room BB-1002A, 955 Oliver Road, Thunder Bay ON P7B 5E1**, no later than **3:00:00 pm (EST), Wednesday, August 15th, 2018.** The bidder is solely responsible to ensure delivery is to the correct location.

Bid to be labeled:

**17-001 Lakehead University Law Clinic – Phase II Renovations
Attention: Mr. Geoffrey Matte, Manager**

Submit three bids (one original, two copies) in one envelope.

.2 In the event that more than one envelope is received from the same Bidder, only the last envelope received will be considered.

.3 Faxed, Telephone, Telegraph or Electronic Mail Bids or Amendments to submitted Bids will not be accepted.

.4 Bids will be opened privately at 3:30 p.m. the same day Bids are received.

.5 Amendments to a submitted Bid will be permitted if received in writing prior to the Bid Call Deadline stated above and if endorsed by the same party or parties who signed and sealed the originally submitted Bid. Amendments to the Bid price shall contain only the dollar value to add or subtract from the originally submitted Bid.

.6 The Owner is not responsible to reimburse Bidders for any expenses, no matter how incurred, in the preparation of their Bid submission as required pursuant to the tender process.

.7 The Owner will not consider and will return unopened any Bids received after the Bid Closing Deadline.

1.2 COMPLIANCE

.1 The Bidder acknowledges that by submitting a 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.

.2 Failure to submit a Bid which complies with the requirements of these Instructions to Bidders may cause the Owner to declare a Bid non-compliant.

1.3 INTENT

- .1 Intent of this Bid Call is to obtain an offer to perform work for the construction of the **Lakehead University Law Clinic – Phase II Renovations** in Thunder Bay, Ontario for a Stipulated Price Contract, in accordance with the Contract Documents.
- .2 Refer to Section 01 00 05 - Summary of the Work for a general description of the Work.
- .3 The Owner makes no representation, warranty or guarantee as to the accuracy of the information contained in the Contract Documents or issued by way of addenda. Any quantities shown or data contained in the Contract Documents or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a tender in response to this Bid Call.
- .4 All of the provisions of this Bid Call are deemed to be accepted by each Bidder and incorporated into each Bidder's tender.

1.4 PROJECT IDENTIFICATION

- .1 The Project is identified as **Lakehead University Law Clinic – Phase II Renovations**, project number **LI 17-001**, as prepared by **Architecture49** and WSP Group Consultants with Drawing List as indicated on Drawings and Specification Sections within the Table of Contents.
- .2 The Project Location is at 401 Red River Road, Thunder Bay, Ontario.

1.5 BID CALL SCHEDULE

- .1 The following is the schedule for the Bid Call:
 - .1 Issue Date of Bid Call: July 21st, 2018
 - .2 Mandatory Site Meeting: July 25th, 2018, 10:30 am (EST),
 - .3 Deadline for Questions: August 1st, 2018, 3:00 pm (EST),
 - .4 Deadline for Issuing Addenda: August 8th, 2018, 3:00 pm (EST),
 - .5 Bid Call Deadline: August 15th, 2018, 3:00 pm (EST).
- .2 The Bid Call Schedule is tentative only and may be changed by the Owner in its sole discretion at any time prior to the Bid Call Deadline.

1.6 CONTRACT/BID DOCUMENTS

- .1 Bid Form
- .2 Definitions
 - .1 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.

- .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, and Bid Supplementary Forms identified therein, Agreement, Definitions and General Conditions of the CCDC2 - 2008 document, Supplementary Conditions, Specifications (per Table of Contents), Drawings (per Drawing List) and Addenda issued during Bidding period.
- .3 Bid, Offer, or Bidding: Act of submitting an offer under seal.
- .4 Bid Price: Monetary sum identified in Bid Form as an offer to perform required work.
- .3 Availability
 - .1 Bidders to obtain Bid Documents online at Lakehead University's website or through MERX™. For further information about MERX™, call 1-800-964-MERX™ or visit the MERX™ website at www.merx.com.
 - .2 Bid documents will also be available for viewing through the Construction Association of Thunder Bay. Contact the CATB for their services and terms of use.
 - .3 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 licence or grant for any other purpose.
 - .4 Immediately notify Bid Coordinator if Bid Documents are missing or incomplete or upon finding discrepancies or omissions.
- .4 Queries/Addenda
 - .1 Direct questions are to be provided in written form only to:
Lakehead University (Owner)
Mr. Geoffrey Matte, Manager, Procurement & Contract Services
email: gmatte@lakeheadu.ca
 - .2 The Bid Coordinators are the sole contacts for the Bidders in respect of Bidding on this Project. A Bid may be disqualified where contact is made with any person other than the Bid Coordinators.
 - .3 Neither the Owner nor the Consultant will be responsible for instructions, clarifications or amendments communicated orally.
 - .4 The Bid Documents may only be amended by an addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Bid, such information will be communicated to all proponents by addenda by way of MERX™. Each addendum shall form an integral part of the Bid Documents.
 - .5 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 Coordinator by e-mail only, and not less than seven (7) Working Days before the Bid Call Deadline, so that the Bid Coordinator, if deemed necessary, issue instructions, clarifications or amendments by addendum to all Bidders prior to the Bid Call Deadline. The Bid Coordinator will endeavour to issue such addenda at least five (5) Calendar Days prior to the Bid Call Deadline.
 - .6 Reply will be in form of an addendum by way of MERX™. Each addendum shall form an integral part of the Bid Documents and their receipt shall be acknowledged in the space provided on the Bid Form.

- .7 Such addenda may contain important information including significant changes to the Bid Documents. Bidders are responsible for obtaining all addenda issued by the Bid calling authority.
- .5 Approved Equals
 - .1 Where Bid Documents stipulate a particular product, substitutions will be considered by the Consultant up to seven (7) Working Days before the Bid Call Deadline.
 - .2 A request for substitution shall indicate the specification section of the specified product, the product name and number of the specified product, the product name and number of the substitution and other information that will allow the Consultant to make an informed decision including but not limited to the substitutions size and shape; available colour selection; any minor variance from the specified product; proprietary product specifications, drawings or brochures.
 - .3 When a request to substitute a product is made, the Consultant may approve the substitution and inform the Bid Coordinator to issue an Addendum by way of e-mail to all bid takers. Verbal approval is only binding when confirmed by written addenda.
 - .4 In submission of substitutions 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.
- .6 Alternates/Unit Prices
 - .1 General Contractors are invited to submit Unsolicited General Contractor Alternatives to the tendered price for alternative materials or methods not approved prior to the Bid Call Deadline.
 - .2 Unsolicited General Contractor Alternatives will not be used to determine the lowest Bid and will only be used when approved by the Owner and the Contract Price will be adjusted accordingly.
 - .3 Provide complete information on required revisions to other Work to accommodate each Unsolicited General Contractor Alternative, dollar amount of additions to or reductions from Bid Price, including revisions to other Work.
 - .4 Unless Unsolicited General Contractor Alternatives are submitted in this manner and subsequently accepted, provide products as specified.
 - .5 Invited Alternatives, Separate Prices and Unit Prices listed in Section 00 03 00 must be shown on the Bid Form. Tenders missing this information may be declared informal and are subject to rejection.

1.7 HST

- .1 The Ontario Government has harmonized their Provincial Sales Tax (PST) with the federal Goods and Services Tax (GST) to create a single, value added Harmonized Sales Tax (HST) effective July 1, 2010.
- .2 The Harmonized Sales Tax (HST) is considered an applicable value added tax for the purpose of this Bid, however the Bid price shall NOT include Value Added Taxes. All other eligible taxes shall be included in the Bid price. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay.

- .3 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.

1.8 PERMITS AND FEES

- .1 The Owner will obtain and pay for the Building Permit.
- .2 Contractors are to obtain and pay for any other required permits.

1.9 QUALIFICATIONS

- .1 The Bidder shall, in addition to ratings and qualifications stated elsewhere in the bid documents, be competent and possess an acceptable experience level verifying its capability of successfully performing the various items of work involved in this project.
- .2 Complete the following appendices to the bid form which shall form part of the bid documents:
 - .1 Bidder's senior staff to be assigned to this project. Indicate supervisor who will be in attendance at the Place of the Work while work is being performed.
 - .2 Proposed subcontractors.

1.10 INSURANCE

- .1 The Contractor shall provide General Liability insurance and all other insurances as per Section 00 08 10 - Supplementary Conditions and the CCDC2 2008 Stipulated Price Contract document and the CCDC41 Insurance Requirements document.
- .2 The Contractor will be responsible for the payment of the deductible on all claims. The deductible will be in the amount of \$5,000.00.

1.11 MANDATORY PRE-BID MEETING

- .1 Mandatory Bidders On-site Briefing
 - .1 General Contractors are required to participate in a Mandatory On-site pre-bid Briefing on **Wednesday, July 25th, 2018, 10:30 am (EST). Meeting will occur at PACI Law School located at 401 Red River Road, Thunder Bay, ON; participants to meet in the main parking lot.** Representatives of Owner and Consultant will be in attendance.
 - .2 Information relevant to Bid Documents will be recorded in Addendum and issued via MERX™.
 - .3 All attendees must ensure that they register their name and title as well as their company name with the CBRE Project Manager.
 - .4 The Purpose of this Mandatory On-site Briefing is to provide Proponents with a briefing of the project scope and expectations including, but not limited to security requirements, access, movement throughout the facility etc.
 - .5 Failure to so attend and register at the Mandatory On-site Briefing will result in disqualification of the Bidder's Submission.

1.12 SITE ASSESSMENT

- .1 Site Examination
 - .1 General Contractors and their sub-trades may review the site located in Thunder Bay, Ontario, during a scheduled site visit, or upon request. Non-scheduled visits must be arranged by appointment only.
 - .2 Bidders should take note of existing site features and existing building conditions visible at time of tendering which may affect the work. No allowance 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.
 - .3 Contractors shall provide all work required to accommodate the existing conditions and to achieve the intent as shown regardless of whether such work is specifically indicated in the Contract Documents.

1.13 BID SUBMISSION

- .1 Bid Price
 - .1 The Bid Form provides that the Bid price shall be provided in numbers only.
 - .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.
- .2 Bid Ineligibility
 - .1 Bids that are not originals, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the Owner's sole discretion, be declared non-compliant.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared may, at the Owner's sole discretion, be declared non-compliant.
 - .3 Bids that fail to include Bid security, bonding or insurance requirements when requested at Bidding stage, may at the Owner's sole discretion, be declared non-compliant.
- .3 Submissions
 - .1 Bidders shall be solely responsible for delivery of their Bids in the manner and time prescribed.
 - .2 Submit three (3) hard copies of executed offer on Bid Forms provided, signed and with corporate seal together with required Bid Security in a sealed, opaque envelope.
 - .3 Fill in all blank spaces on the Bid Forms in ink or typewritten, providing all information requested. Spaces not used or not required to be filled in to be marked N/A. Failure to provide all requested information on the Bid Forms and failure to fill in all blank spaces may result in a Bid being declared non-compliant.
 - .4 Use only the Bid Forms issued as part of the Bid Documents for the Project.
 - .5 Except where expressly set out to the contrary in this Bid Call or in the Bidder's tender, the tender and any accompanying documentation submitted

by a Bidder shall become the property of the Owner and shall not be returned.

1.14 BID ENCLOSURES/REQUIREMENTS

.1 Bid Security

- .1 Bids shall be accompanied by Bid security in the form of a Bid Bond or Certified Cheque in the amount of not less than 10% of the Bid price, naming the Owner as obligee. Bid Bonds to be issued by a surety licensed to conduct surety and insurance business in Ontario.
- .2 Use latest edition CCDC approved bond form.
- .3 The Bid security shall remain valid for a period of forty-five (45) days from the date of Bid submission.
- .4 Include costs of Bid security in Bid price.
- .5 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.
- .6 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.
- .7 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.
- .8 Bids not accompanied by the required Bid security and the required agreement to bond will be declared non-compliant by the Owner and rejected.

.2 Agreement to Bond.

- .1 Submit with Bid Form and Bid Bond, an Agreement to Bond, stating that Surety providing Bid Bond is willing to supply 50% Performance Bond.
- .2 Include cost of bonds in Bid Price.

.3 Performance Assurance

- .1 Accepted Bidder must provide an executed 50% Performance Bond.
- .2 Include cost of bonds in Bid Price.

.4 Bid Form Requirements.

- .1 The Bidder, in submitting an offer, accepts the time period stated in Contract Documents for performing the Work. Completion date in Agreement must be completion time added to commencement date of the Work.
- .2 Where required by the Bid Documents, a Bidder shall submit a List of Subcontractors the Bidder proposes 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 or Supplier to perform or supply an item of work listed, may result in the Bid being declared non-compliant.

- .3 Where the 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 the 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 determines that the Bidders "Own Forces" are not sufficiently qualified or sufficiently experienced to undertake such item of the Work, the Owner in its sole and absolute discretion, may reject the Bid.
- .5 Bid Signing
 - .1 Bid Form shall be signed under seal by the Bidder and the person(s) signing such Bid Form must be authorized to bind the Bidder.
 - .2 Sole Proprietorship : Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature. Affix seal.
 - .3 Partnership : Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
 - .4 Limited Company : Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.
 - .5 Joint Venture : Each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.
- .6 Appendices to Bid Form
 - .1 Appendix A - Alternatives: Include volunteered cost variations to Bid price.
 - .2 Appendix B - Itemized Prices: Include a listing of Itemized prices specifically requested in Bid Documents.
 - .3 Appendix C - Contractors Primary Project Staff.
 - .4 Appendix D - Subcontractors: Include names of all Subcontractors and portion of work Bidder will perform.
 - .5 Appendix E – References.
- .7 Supplementary Bid Information
 - .1 Prior to commencing Work, the Contractor shall deliver to the Owner:
 - .1 A Workplace Safety Insurance Board Certificate in good standing with the Workplace Safety Insurance Board,
 - .2 Valid Performance Bonds, each bond to comply with the requirements of the Bid Documents,
 - .3 Stand alone certified true copies of insurance policies required by the Bid Documents naming the Owner, the Owner's Project Manager and the Consultant as "additional insureds".

1.15 OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer

- .1 Bids shall remain open to acceptance, and irrevocable for a period of forty-five (45) days after the Bid Call Deadline. Bidders will be formally notified of tender award and status of Bid as soon as practical. The Owner will provide a debriefing upon request to the unsuccessful Bidders. The Bidder must request a debriefing, in writing, within thirty (30) days after the Project has been publicly awarded.
- .2 Bid Clarifications
 - .1 The Owner reserves the right to seek clarification and supplementary information relating to the clarification from Bidders after the Bid Call Deadline. The response received by the Owner from a Bidder shall, if accepted by the Owner, form an integral part of that Bidder's tender. The Owner reserves the right to interview any or all Bidders to obtain information about or clarification of their tenders. In the event that the Owner receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Owner to be inaccurate, incomplete or misleading, the Owner reserves the right to reconsider the Bidders compliance with the requirements and adjust the Bidders ranking and compliance accordingly.
- .3 Reserved Rights of the Owner, the Owner may:
 - .1 make public the names of any or all Bidders;
 - .2 request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's tender;
 - .3 reject a Bidder's tender on the basis of:
 - .1 the Bid being limited by way of addition or omission of information,
 - .2 the requirements for Bid security not being satisfied,
 - .3 it not being signed by an authorized person or it was not properly witnessed or sealed,
 - .4 it not being submitted on the prescribed Bid Form,
 - .5 changes being made to the Bid Form,
 - .6 a financial analysis determining the actual cost of the tender when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - .7 information provided by references,
 - .8 the bidder's past performance on previous contracts awarded by the Owner,
 - .9 the information provided by a Bidder pursuant to the Owner exercising its clarification rights under this Bid Call process, or
 - .10 other relevant information that arises during this Bid Call process;
 - .4 waive formalities and accept tenders which substantially comply with the requirements of this Bid Call;
 - .5 verify with any Bidder or with a third party any information set out in a tender;
 - .6 check references other than those provided by any Bidder;

- .7 disqualify any Bidder whose tender contains misrepresentations or any other inaccurate or misleading information;
 - .8 disqualify any Bidder or the tender of any Bidder who has engaged in conduct prohibited by this Bid Call;
 - .9 make changes, including substantial changes, to this Bid Call provided that those changes are issued by way of addenda in the manner set out in this Bid Call;
 - .10 select any Bidder other than the Bidder whose tender reflects the lowest cost to the Owner;
 - .11 cancel this Bid Call process at any stage;
 - .12 cancel this Bid Call process at any stage and issue a new Bid Call for the same or similar deliverables;
 - .13 accept any tender in whole or in part;
 - .14 discuss with any Bidder different or additional terms to those contemplated in this Bid Call or in any Bidder's tender;
 - .15 if a single tender is received, reject the tender of the sole Bidder and cancel this Bid Call process or enter into direct negotiations with the sole Bidder; or,
 - .16 reject any or all tenders in its sole and absolute discretion;
- .4 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Owner shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Owner exercising any of its express or implied rights under this Bid Call.
- .5 By submitting its tender, the Bidder authorizes the collection by the Owner of the information set out under 1.14.3.6 and 1.14.3.7 in the manner contemplated in those subparagraphs.
- .6 The low Bid shall be determined on the basis of lowest Bid in accordance with Contract Documents on which Project is to be actually constructed, including those Alternatives and Separate Prices for which prices have been invited and which are to be incorporated in the Work. Unsolicited General Contractor Alternatives, not approved prior to the close of tender, will not be used to determine the Low Bid.
- .7 In the event that the lowest Bid is over budget but within 15%, the Owner may choose to negotiate reductions in the Contract Price with the lowest Bidder only. Should the Owner be seeking reductions in excess of this amount the Owner may choose to re-tender the Project.
- .8 After acceptance by Owner, the Owner's Project Manager will issue to the successful Bidder, a written Bid acceptance.

1.16 LIMIT OF LIABILITY

- .1 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 of Bid security described in paragraph 1.14.1 Bid Security.

- .2 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 amount of Bid security described in paragraph 1.14.1 Bid Security and the reasonable cost to the Bidder of preparing its Bid.

1.17 GOVERNING LAW OF THE BID CALL PROCESS

- .1 This Bid Call process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.18 COMMUNICATION

- .1 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.

1.19 INFORMATION OBTAINED FROM THE OWNER

- .1 All information provided by or obtained from the Owner in any form in connection with this Bid Call either before or after the issuance of this Bid Call: (a) is the sole property of the Owner and must be treated as confidential; (b) is not to be used for any purpose other than replying to this Bid Call and the performance of any subsequent Contract; (c) must not be disclosed without prior written authorization from the Owner; and d) shall be returned by the Bidders to the Owner immediately upon the request of the Owner.

PART 2 PART PRODUCTS – NOT USED

PART 3 PART EXECUTION - NOT USED

END OF SECTION

1.1 STIPULATED PRICE TENDER

Project Title: Lakehead University
Law Clinic – Phase II Renovations

Location: 401 Red River Road, Thunder Bay, Ontario

Owner: Lakehead University

Legal Name: Lakehead University

Address: Lakehead University
Purchasing Department
Braun Building – Room BB-1002A
955 Oliver Road
Thunder Bay, ON P7B 5E1
Attention: Geoffrey Matte, Manager, Purchasing and Contracts

1.2 COMPANY/FIRM NAME

.1 Bid by:

Legal Name of Bidder _____

Address _____

1.3 ACCEPTANCE AND CONTRACT TIME

.1 If this Bid is accepted by the Owner within forty-five (45) days of the Bid closing date, and we receive written notice of this acceptance, we will:

.1 Execute the Stipulated Price Contract CCDC 2 2008

.2 Substantial Performance is to be achieved no later than December 21st, 2018, and Total Completion no later than January 11th, 2019. This is based on an anticipated award date of August 20th, 2018.

.3 The earliest on-site date is August 22, 2018.

.4 The undersigned agrees to commence the Work immediately after award and to proceed continuously to complete all Work by the dates given above.

1.4 BID PRICE

- .1 The Bidder has carefully examined the Provisions, Plans, Specifications and Conditions referred to in the Schedule of Provisions, Plans, Specifications and Conditions attached hereto as this Contract. The Bidder understands and accepts the said Provisions, Plans, Specifications and Conditions and, for the prices set forth in this Tender, hereby offers to furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except as otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in the said Schedule.

BID PRICE \$ _____
(in CDN funds, excluding HST)

HST: \$ _____

TOTAL BID PRICE \$ _____

The Total Bid Price in words is:

_____ dollars and
_____ cents.

- .2 The Bidder expressly warrants that the prices contained in this bid, whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.
- .3 The Bidder expressly represents that he is not party or privy to any deceit tending to mislead the Owner into accepting his tender as a truly competitive bid whether to the prejudice, injury or benefit of the Owner.
- .4 This Bid is open to acceptance for a period of **forty-five** (45) days from bid closing.

1.5 INTEREST

- .1 Should either party fail to make payments as they become due under the terms of the contract or in an award by arbitration or court, interest at **prime plus one** percent per annum (Bank of Canada rate) on such unpaid amounts shall also become due until payment.

1.6 ADDITIONS AND DEDUCTIONS

- .1 The Bidder agrees that the valuation of additions to, and deductions from, the Contract shall be made by one of the following methods:
- .1 The Owner may ask the Contractor for a quotation for the proposed Work. The Contractor shall reply in writing within 7 days of receipt of the request.
- .2 If the quotation referred to in (1) above is not accepted by the Owner, the actual cost of the Work will be determined in accordance with the General Conditions, Supplementary Conditions and Project Specifications.

- .3 Whenever extra or additional work is being performed under subsection .1.1 above, the Bidder agrees to submit 2 copies of daily reports in writing, indicating the total chargeable costs incurred, for the day. These reports must be submitted to the Owner within 1 working day following the completion of the work for which they represent. The Owner will sign and date each report verifying receipt of these documents only. Valuation of the extra or additional work being so performed will be made only on the basis of approved daily reports.

1.7 ADDENDA

- .1 The Bidder agrees that he has received addenda ____ to ____ inclusive, and the tender price includes the provisions set out in such addenda.

1.8 ALTERNATIVES/SUBSTITUTIONS

- .1 Alternate Materials/Methods or Equipment have been substituted in this Bid for those specified. The number of substitutions included is _____. (If none, enter 0).

1.9 CASH ALLOWANCES

- .1 Also refer to General Conditions, GC4.1, CASH ALLOWANCES and GC4.2, CONTINGENCY ALLOWANCE.

1.10 BID APPENDICES

- .1 The following Bid Appendices follow the Bid Form, and shall be completed and submitted with the Bid Form.
- .1 Appendix A: Schedule of Alternative Prices.
 - .2 Appendix B: Schedule of Itemized Prices.
 - .3 Appendix C: Bidders Senior Project Staff.
 - .4 Appendix D: Proposed Subcontractors.
 - .5 Appendix E: References
- .2 Attach additional pages to each appendix where required due to space constraints.

[illegible]

1.11 SIGNATURES

OFFERED ON BEHALF OF THE CONTRACTOR:

DATE

COMPANY / FIRM NAME

MAILING ADDRESS

SIGNATURE (1)

OFFICIAL TITLE

SIGNATURE (2)

OFFICIAL TITLE

WITNESS



CONTRACTOR'S SEAL

REFER TO TENDER SIGNING PROCEDURES PROVIDED IN THE INSTRUCTIONS TO BIDDERS.

APPENDIX A: ALTERNATIVES / SUBSTITUTIONS FORM

List Below

NOTE: Complete this form and submit with Bid.

APPENDIX B: SCHEDULE OF ITEMIZED PRICES

The following are itemized prices for Work included in the Total Bid Price. These costs are provided for general information only, and will not be used to modify the scope of Work or adjust the Total Bid Price.

ITEM No.	ITEMS DESCRIPTION	COST
1	Exterior demolition and site work	
2	Interior office renovations	
3	Interior wall treatment at clinic entrance	

NOTE: Complete this form and submit with Bid.

APPENDIX C: BIDDER'S SENIOR STAFF

NAME	APPOINTMENT	QUALIFICATIONS AND EXPERIENCE
<u>OFFICE</u>		
<u>FIELD</u>		

NOTE: Complete this form and submit with Bid.

APPENDIX D: PROPOSED SUB-CONTRACTORS

Herein is the list of sub-contractors we intend to have on the Work.

SUB-CONTRACTOR	ADDRESS OF SUB-CONTRACTOR	VALUE OF WORK SUB-CONTRACTOR	DESCRIPTION OF WORK

NOTE: Complete this form and submit with Bid.

APPENDIX E: REFERENCES

Provide three references from clients who have obtained similar goods or services from the proponent in the last three (3) years as those requested in this RFT.

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment:	

NOTE: Complete this form and submit with Bid.

SUPPLEMENTARY CONDITIONS TO CCDC 2 – 2008

DEFINITIONS

GC 1.1 CONTRACT DOCUMENTS

- .01 Replace **1.1.8** with the following:

The Owner shall provide the Contractor, without charge, a maximum of five (5) copies of the Contract Documents to perform the Work.

GC 3.6 SUPERVISOR

- .01 Add to 3.6.1:

...and without the Owner's written permission.

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .01 Delete.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .01 Add 5.2.8:

Progress Payments

- .01 Submit to *Consultant* monthly applications for payment as work progresses for the duration of the project.
- .02 The 10% holdback amount stipulated by the Construction Lien Act shall be subtracted from the value of work invoiced before calculation of applicable GST.
- .03 Each application for payment shall be accompanied by a subsistent **Workplace Safety and Insurance Board Clearance Certificate**.
- .04 The second and subsequent applications for payment shall be accompanied by a **Statutory Declaration** certifying that monies released against the previous application have been appropriately distributed and that no liens have been preserved.

- .02 Add 5.2.9:

Substantial Performance

- .01 For applications for payment submitted after the date of Substantial Performance for the project, an amount equal to the value of the work remaining to be carried out plus the cost of measures required to correct identified deficiencies, as estimated by the *Consultant*, will be withheld until such work has been completed to the *Consultant's* satisfaction.

GC 5.3 PROGRESS PAYMENT

- .01 Replace 5.3.1.3 with the following:

Subject to the provisions of the *Contract Documents*, and in accordance with legislation and statutory regulations respecting holdback percentages, the *Owner* shall make payment in Canadian funds to the *Contractor* on account no later than **thirty (30)** days after receipt of a certificate for payment issued by the *Consultant*.

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.01 **Delete** 5.5.3.

.02 **Amend** 5.5.4 as follows:

...due and payable on the day following a title search that shall be concluded by the *Owner* not later than 3 *Working Days* following the expiration of the holdback period...

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

.01 **Amend** 5.6.1 as follows:

...on the day following a title search that shall be concluded by the *Owner* not later than 3 *Working Days* following the expiration of the holdback period...

GC 5.7 FINAL PAYMENT

.01 **Amend** 5.7.4 as follows:

...no later than **thirty (30)** days after issuance of a final certificate for payment by the *Consultant*...

GC 6.1 CHANGES

.01 **Add** 6.1.3:

The percentage allowance for the *Contractor's* overhead and profit shall be as follows:

.01 for work carried out by its forces: 15%;

.02 for work carried out by its sub-contractors: 10%.

.02 **Add** 6.1.4:

The percentage allowance for a Sub-contractor's overhead and profit shall be 15%.

GC 7.2 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE THE CONTRACT

.01 **Delete** 7.2.3.1.

GC 11.1 INSURANCE

.01 **Amend** 11.1.1.1 as follows:

...Consultant as insureds with limits per occurrence not less than \$5,000,000 inclusive but only with respect to liability...

GC 12.3 WARRANTY

.01 **Add** to 12.3.1

...During the warranty period the *Work* shall remain in working order and the *Contractor* shall correct defects with new and like products, unless such defects have been caused by demonstrable abuse or negligence on the part of the *Owner*.

.02 **Add** to 12.3.3:

...Repaired or replaced products shall be warranted inclusive of labour for one (1) year following *Owner's* acceptance of corrections.

.03 **Add** to 12.3.5:

...The *Contractor* shall repair adjacent materials disturbed during such corrections and restore finishes to their original condition.

Additional Supplementary Conditions shall govern all trades under these specifications.

.1 PERFORMANCE ASSURANCE

.1.1 Bonding Requirements:

.1.2 The accepted bidder shall provide a 50% Performance Bond.

.2 INSURANCE

.2.1 The Contractor shall provide and maintain and pay for the following insurance coverages as per CCDC-2-2008 Stipulated Sum, Contract Form, GC 11.1 and amended herein:

.1 General Liability Insurance

.2 Automobile Liability Insurance

.2.2 The contractor shall furnish copies of insurance policies to the Owner.

.3 PERMITS

.3.1 All Contractor(s) shall obtain and pay for any required permits and fees. The Mechanical and Electrical Contractors shall obtain and pay for the permits affecting their trades.

.4 REGULATIONS AND CODES

.4.1 The Contractor and each Sub-Contractor shall fulfill and comply with the latest edition of all Federal, Provincial and Municipal regulations, codes, standards and requirements that apply to the work including all amendments and additions.

.5 CHANGES TO WORK

- .5.1 The owner reserves the right to make changes or variations to the drawings and specifications before the work starts or during the progress of the work.
- .5.2 The value of such changes as determined by the Contractor and approved by the Owner, shall be added to or deducted from the contract amount.

.6 SUBSTANTIAL PERFORMANCE

- .6.1 After issuance of Certificate of Substantial Performance by the Consultant, the Contractor shall post the certificate in the Daily Commercial News, and provide a verification copy to the Consultant.
- .7 The OAA/OGCA Take-Over Procedures Document 100, latest edition shall be followed.**

END OF SECTION

DRAWINGS (under separate cover)

DOCUMENT #	REVISION	TITLE
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Architectural

LI 17-001-1000	0	COVER SHEET
LI 17-001-1001	0	SPECIFICATIONS
LI 17-001-1002	0	SITE DEMOLITION AND NEW EXTERIOR WORK
LI 17-001-1003	0	SITE DETAILS
LI 17-001-1100	0	DEMOLITION AND RENOVATION PLANS
LI 17-001-1400	0	ELEVATIONS AND DETAILS

Mechanical

LI 17-001-5000	0	LAKEHEAD UNIVERSITY LAW CLINIC MECHANICAL GENERAL NOTES
LI 17-001-5001	0	LAKEHEAD UNIVERSITY LAW CLINIC HVAC AND HYDRONICS PLAN & DOMESTIC WATER AND SANITARY DWV

Electrical

LI 17-001-6000	0	CONSTRUCTION NOTES, EQUIPMENT SCHEDULE, DEMOLITION AND NEW LAYOUT
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END OF SECTION

PART 1 GENERAL

1.1 Section includes:

- .1 Description of Work
- .2 Contract Method
- .3 Work sequence
- .4 Contractor use of premises
- .5 Owner occupancy

1.2 Related Sections

- .1 Section 01 00 10 – General Requirements.

1.3 Description of Work

- .1 Work of this Contract is comprised of exterior site work plus interior renovations to create new offices and wall treatment in the entrance for the Lakehead University Law Clinic in Thunder Bay, Ontario.

A summary of Work highlights includes, but is not limited to:

- .1 Exterior site work to provide barrier-free access to new barrier free parking and new concrete pad, sidewalks, stairs, and planter.
- .2 Interior renovations for new office space involving demolition of select millwork, finishing, mechanical and electrical items and construction of new partitions, doors/frames, and finishes (floor, wall and ceiling).
 - .1 Addition mechanical work including new plumbing, HVAC and hydronic system tie-ins
 - .2 Addition electrical work, including new power & lighting alterations.
- .3 Interior renovations to provide new wall treatment and doors in clinic entranceway.
- .2 Completion time: refer Section 00 03 00 - Bid Form.

1.4 Contract Method

- .1 Construct Work in accordance with CCDC-2 - 2008 Stipulated Price Contract.
- .2 Relations and responsibilities between Contractor and subcontractors and suppliers, subcontractors assigned by Owner are as defined in Conditions of Contract. Assigned Subcontractors must, in addition:
 - .1 Furnish to Contractor, bonds covering faithful performance of subcontracted work and payment of obligations there under when Contractor is required to furnish such bonds to Consultant.
 - .2 Purchase and maintain liability insurance to protect Contractor from claims for not less than limits of liability which Contractor is required to provide to Owner and Consultant.

1.5 Work Sequence

- .1 Perform Work in the time frame indicated.
- .2 Coordinate Progress Schedule and coordinate with Owner Occupancy during construction.
- .3 Review work plan with Owners representative before starting the Work.

1.6 Contractors Use of Premises

- .1 The earliest on-site date is August 22, 2018.
 - .1 Safety, security, and hoarding measures to be reviewed and approved by Owner's representative before any exterior work can proceed.
 - .2 Work Hours: During business hours, 8:00 a.m. to 5:00 p.m.; restrictions may apply at the Owner's discretion.
- .2 Contractor has use of designated work areas as agreed to by Owner until Substantial Performance.
- .3 Coordinate use of premises under direction of Owner. Use existing facilities and access points only as designated by Owner.
- .4 Provide hoardings as required or directed to delineate work area(s) and control dust.
- .5 Provide temporary covers at existing return air systems to prevent spread of dust to other areas of the facility.
- .6 Demonstrate work methods to the Owner as requested.
- .7 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .8 Maintain firefighting access/control at all times.
- .9 Work by Others:
 - .1 Prior to stating the Work, and during the progress of the Work, notify the Owner of any concerns related to potential conflicts with Work by Others.
- .10 The Contractor and each Sub-Contractor shall abide by all applicable Policies & Procedures of the Owner (Lakehead University).

1.7 Owners Occupancy

- .1 Cooperate with Owner in scheduling operations to minimize conflict and to facilitate Owner usage.
- .2 Power and Service interruptions: any interruption to power or other services while school is in session to be reviewed and approved by the Owner.

END OF SECTION

PART 1 General

1.1 Codes and Standards

- .1 Perform Work in accordance with Ontario Building Code (OBC) 2012 and any other code of provincial or local application provided that in any case of conflict or discrepancy, the more stringent requirements shall apply.
- .2 Meet or exceed requirements of:
 - .1 Contract documents
 - .2 Specified standards, codes and references documents
 - .3 Workers'/Workmens' Compensation Board and municipal authority
 - .4 Requirements of FCC No. 30.1-Standard for Construction Operations, June 1982, issued by Fire Commissioner of Canada
 - .5 Falsework design and construction in accordance with CSA S269.1-1975
 - .6 Workplace Hazardous Materials Information System (WHMIS)

1.2 Project Coordination

- .1 Coordinate progress of the Work, progress schedules, submittals, use of site, temporary utilities, construction facilities and controls.
- .2 Maintain at job site, one copy each of the following:
 - .1 Ontario Building Code (current edition)
 - .2 Contract drawings and specifications
 - .3 Addenda
 - .4 Approved shop drawings
 - .5 Change Orders/Instructions
 - .6 Other modifications to Contract
 - .7 Field test reports
 - .8 Approved work schedule
 - .9 Manufacturer's installation and application instructions
- .3 Schedules & Start-up Submittals:
 - .1 Within two weeks of Contract Award submit the following for the Consultants review:
 - .1 Construction Schedule.
 - .2 Schedule of Values.
 - .3 Submittals Schedule.
 - .1 Indicate required submittals and order they will be submitted. Ensure adequate review time is considered.
 - .2 Promptly identify long delivery items.
 - .3 Coordinate with Consultant.
 - .4 Contractor to provide completed schedule.
 - .4 **Contractor's Safety Policies and Site-specific safety protocols including fire-watches.**

- .2 Certification of Payment number one will not be processed unless the required Schedules have been received and accepted by the Consultant.

1.3 Allowances

- .1 Cash allowances:
 - .1 Also refer to General Conditions, GC4.1, CASH ALLOWANCES.

1.4 Cutting and Patching

- .1 Approvals
 - .1 Submit written request in advance of cutting or alteration which affects:
 - .1 Structural integrity of any element of Project
 - .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 separate contractor
- .2 Inspection
 - .1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.
 - .2 After uncovering, inspect conditions affecting performance of work.
 - .3 Beginning of cutting or patching means acceptance of existing conditions.
- .3 Execution
 - .1 Remove and replace defective and nonconforming work.
 - .2 Provide openings in nonstructural elements of Work for penetrations of mechanical and electrical work.
 - .3 Perform work to avoid damage to other work.
 - .4 Prepare proper surfaces to receive patching and finishing.
 - .5 Restore work with new products in accordance with Contract Documents.
 - .6 Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
 - .7 Refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.

1.5 Project Meetings

- .1 Preconstruction Meeting
 - .1 A preconstruction meeting will be held with the Contractor, Owner and Consultant. The meeting will be scheduled by the Consultant after Contract Award and prior to commencement of construction.
- .2 Construction Meetings
 - .1 Consultant will schedule and administer project progress meetings throughout progress of work. Meetings are anticipated to be scheduled bi-weekly.

- .2 Consultant will distribute written notice of each meeting in advance of meeting date to Owner and Contractor(s).
- .3 Consultant will record minutes and include significant proceedings and decisions and identify "action by" parties.
- .4 Consultant will reproduce and distribute copies of minutes after each meeting and transmit to meeting participants and affected parties not in attendance.

1.6 Submittals

.1 Administrative

- .1 Submit to Consultant submittals listed for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work.
- .2 To ensure prompt attention, address all submittals in electronic format to:
moumee.habib@architecture49.com
Moumee Habib c/o Architecture49
1269 Premier Way,
Thunder Bay, Ontario, P7B 0A3.
- .3 Work affected by submittals shall not proceed until review is complete.
- .4 Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of the Work and Contract Documents.
- .5 Verify field measurements and affected adjacent Work are coordinated.

.2 Shop Drawings and Product Data - Electronic Submissions

- .1 Where indicated, Shop Drawings shall carry the stamp of a Professional Engineer licensed to practice in the Province of Ontario.
- .2 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connection, explanatory notes and other information necessary for completion of Work.
- .3 Adjustments made on shop drawings by Consultant are not intended to change Contract Price.
- .4 Make changes in shop drawings as Consultant may require. Consultant will require 10 working days for review of shop drawings.
- .5 Submit shop drawings for review to Consultant for all items requested in the specification and as Consultant may reasonably request where shop drawings will not be prepared due to standardized manufacture of product:
- .6 Submission format:
 - .1 PDF electronic format.
 - .2 Ready to print on 8.5 x 11 or 11 x 17 format.
- .7 E-mail Submissions:
 - .1 Include project number and abbreviation in subject bar: i.e. 12675-01 SD-Div.
 - .2 Maximum file size to be 10MB, unzipped. Submissions larger than 10MB can be sent in corresponding numbered e-mails.
- .8 Other Submissions:
 - .1 CD/DVD – one copy.

- .9 Identify all shop drawings in lower right-hand corner as follows:
 - .1 Name of Project
 - .2 Owner project number (if applicable)
 - .3 Consultant project number
 - .4 Title of shop drawing
 - .5 Project series number and name of area (in which item is used)
 - .6 Specification section number
 - .7 Option proposed (if applicable)
 - .8 Date (revised for each submission)
- .10 Submissions shall include:
 - .1 Name and address of:
 - .1 Subcontractor (if applicable)
 - .2 Supplier (if applicable)
 - .3 Manufacturer (if applicable)
 - .2 Contractor's review stamp, signed by an authorized representative certifying approval of submission, verification of field measurements and compliance with Contract Documents.
 - .3 Details of appropriate portions of work as applicable indicating:
 - .1 Fabrication
 - .2 Layout; showing dimensions, including identified field dimensions and clearance
 - .3 Setting or erection details
 - .4 Capacities
 - .5 Performance characteristics
 - .6 Standards
 - .7 Operating weight
 - .8 Relationship to adjacent work
- .3 Samples
 - .1 Submit for review, samples as requested in respective specification Sections or as indicated on drawings.
 - .2 Deliver samples prepaid to Consultant's business address.
- .4 Mock-ups
 - .1 Mock-ups: Field erected example of Work complete with specified materials and workmanship.
 - .2 The Owner reserves the right to request a field-erected mock-up of the Work prior to accepting installation of any new materials.
 - .3 Erect mock-ups at locations as directed by Consultant.
 - .4 Reviewed and accepted mock-ups will become standards of workmanship and material against which installed work will be judged.

- .5 Operating and Maintenance Manuals
 - .1 Two weeks prior to the anticipated date of Substantial Performance of the Work, submit to Consultant, 1 copy of operating and maintenance manual for review. Upon receipt of final comments from Consultant, revise manuals as required and submit 3 copies of manuals to Consultant.
 - .2 Manuals to contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information as required.
 - .3 Bind contents in a three-ring, hard covered binder. Organize contents into applicable categories of work, parallel to specification sections.
- .6 Record Drawings
 - .1 After award of Contract, Consultant will provide 1 set of prints for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Consultant.
 - .2 Record locations of concealed components of mechanical and electrical services.
 - .3 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Consultant.
 - .4 On completion of Work and prior to final inspection, submit record documents to Consultant.

1.7 Time

- .1 Time is of the essence for this Work.

1.8 Quality Control

- .1 Inspection: Refer to General Conditions, GC2.3, REVIEW AND INSPECTION OF THE WORK.
- .2 Reports: Submit 4 copies of inspection and test reports promptly to Consultant.

1.9 Construction Facilities and Temporary Controls

- .1 Installation/Removal
 - .1 Provide construction facilities and temporary controls in order to execute work expeditiously.
 - .2 Remove from site all such facilities after use.
- .2 Security
 - .1 Be responsible for securing equipment, materials or work in progress.
- .3 Hoarding
 - .1 Erect hoarding as required to protect public, workers, public and private property from injury or damage.
- .4 Weather Enclosures

- .1 Provide weathertight closures to unfinished door and window openings, tops of shafts and other openings in floors and roofs.
- .2 Close off floor areas where walls are not finished; seal off other openings; enclose building interior work area for temporary heat.
- .5 Dust-tight Screens
 - .1 Provide dust-tight screens or partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
 - .2 Maintain and relocate protection until such Work is complete.
- .6 Scaffolding
 - .1 Provide and maintain scaffolding, ramps, ladders, and platforms.
 - .2 Design and construct scaffolding in accordance with CSA S269.2-M87(R1998).
- .7 Hoisting
 - .1 Provide, operate and maintain hoists and cranes required for moving of workers, materials and equipment and materials. Make financial arrangements with Subcontractors for use thereof.
 - .2 Hoists and cranes shall be operated by qualified operator.
- .8 Guard Rails and Barricades
 - .1 Provide as required by governing authorities, secure, rigid guard railings and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs.
- .9 Sanitary Facilities
 - .1 Provide secure washroom for workers in secure outdoor area approved by the Owner.
 - .2 Maintain in clean condition.
- .10 Water Supply
 - .1 Existing water supply may be used. Coordinate with the Landlord's forces.
 - .2 Pay for damage to existing plant if caused by Contractor negligence.
 - .3 Owner assumes no responsibility for inconvenience or costs incurred due to loss of water or interruptions.
- .11 Temporary Heating
 - .1 Requirements not anticipated.
- .12 Temporary Power and Lighting
 - .1 Existing power may be used. Coordinate with the Landlord's forces.
 - .2 Pay for damage to existing plant if caused by Contractor negligence.
 - .3 Owner assumes no responsibility for inconvenience or costs incurred due to loss of power or interruptions.
- .13 Temporary Telephone
 - .1 Provide own phones.

- .14 Construction Offices
 - .1 Provide and maintain in clean condition during progress of Work, adequately lighted, heated and ventilated Contractor's office with space for filing and layout of Contract Documents and Contractor's normal site office staff.
 - .2 Provide adequate first aid facilities at the Work area.
 - .3 Provide tested fire extinguishers within the Work area.
- .15 Equipment/Tool/Materials Storage
 - .1 If required, provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
 - .2 Locate materials not required to be stored in weatherproof sheds on site in manner to cause least interference with work activities.
- .16 Access to Site
 - .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to the Work.
 - .2 Make good damage to the building or site. Owner will judge final acceptance of corrected damage.
- .17 Construction Parking
 - .1 Parking as directed by Owner will be permitted on site where designated by the Owner.
- .18 Project Cleanliness
 - .1 Maintain the Work in tidy condition, free from accumulation of waste products and debris.
 - .2 Remove waste material and debris from site and deposit in waste container at end of each working day.
 - .3 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.10 Material and Equipment

- .1 Product and Material Quality
 - .1 Products, materials, equipment and articles (referred to as Products throughout specifications) incorporated in Work shall be new, not damaged or defective, and of best quality (compatible with specifications) for purpose intended. If requested, furnish evidence as to type, source and quality of Products provided.
 - .2 Defective products will be rejected, regardless of previous inspections. Inspection does not relieve responsibility, but is precaution against oversight or error. Remove and replace defective products at own expense and be responsible for delays and expenses caused by rejection.
 - .3 Should any dispute arise as to quality or fitness of Products, decision rests strictly with Consultant based upon requirements of Contract Documents.
- .2 Storage, Handling and Protection

- .1 Handle and store Products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
 - .2 Store packaged or bundled products in original and undamaged condition with manufacturer's seals and labels intact.
 - .3 Store products subject to damage from weather in weatherproof enclosures.
- .3 Protection of Building Finishes and Equipment
 - .1 Provide protection for finished and partially finished building finishes and equipment during performance of Work.
 - .2 Provide necessary screens, covers, hoardings as required.
 - .3 Be responsible for damage incurred due to lack of or improper protection.
- .4 Workmanship
 - .1 Workmanship shall be best quality, executed by workers experienced and skilled in respective duties for which they are employed. Immediately notify Consultant if required Work is such as to make it impractical to produce required results.
 - .2 Do not employ any unfit person or anyone unskilled in their required duties.
 - .3 Decisions as to quality or fitness of workmanship in cases of dispute rest solely with Consultant, whose decision is final.
- .5 Concealment
 - .1 In finished areas, conceal pipes, ducts and wiring in floors, walls and ceilings, except where indicated otherwise.
 - .2 Before installation, inform Consultant if there is a contradictory situation. Install as directed by Consultant.

1.11 Payment Procedures

- .1 Applications for Progress Payment
 - .1 Refer to CCDC 2 and Supplementary Conditions.
 - .2 Make applications for payment on account monthly as work progresses
 - .3 Date applications for payment last day of agreed monthly payment period and ensure amount claimed is for value proportionate to amount of contract, of work performed, and of products delivered to place of work at that date.
 - .4 Submit to Consultant, at least 14 days before first application for payment, schedule of values for parts of work, aggregating total amount of Contract Price to facilitate evaluation of applications for payment.
- .2 Schedule of Values
 - .1 Refer to CCDC 2 and Supplementary Conditions.
 - .2 Provide schedule of values supported by evidence as Consultant may reasonably request which when accepted by Consultant, will be used as basis for applications for payment.
- .3 Progress Payment
 - .1 Refer to CCDC 2 and Supplementary Conditions.

- .2 Consultant will issue to Owner, no later than 10 days after receipt of an application for payment, certificate for payment in amount applied for or in such other amount as Consultant determines to be due. If Consultant amends application, Consultant will give notification in writing giving reasons for amendment.
- .4 Substantial Performance of Work
 - .1 Prepare and submit to Consultant comprehensive list of items to be completed or corrected and apply for a review by Consultant to establish Substantial Performance of the Work. Failure to include items on list does not alter responsibility to complete Contract.
 - .2 No later than 10 days after receipt of list and application, Consultant will review Work to verify validity of application, and no later than 7 days after completing review will notify contractor if work or portions of work is substantially performed.
- .5 Payment of Holdback upon Substantial Performance of Work
 - .1 After issuance of Substantial Performance of Work:
 - .1 Submit application for payment of holdback amount.
 - .2 Submit sworn statement that accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness which may have been incurred in Substantial Performance of Work and for which Owner might be held responsible have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.
 - .2 After receipt of application for payment and sworn statement, Consultant will issue certificate for payment of holdback amount.
- .6 Final Payment
 - .1 Submit application for final payment when work is completed.
 - .2 Consultant will, no later than 10 days after receipt of application for final payment, review work to verify validity of application. Consultant will give notification that application is valid or give reasons why it is not valid no later than 7 days after reviewing work.

1.12 Project Closeout

- .1 Final Cleaning
 - .1 Remove waste materials and debris from site at regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials on site.
 - .2 Leave work broom clean before inspection process commences.
 - .3 Clean and polish glass, mirrors, hardware, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
 - .4 Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, and all other affected surfaces.
 - .5 Vacuum clean and dust building interiors, behind grilles, louvres and screens.
 - .6 Wax, seal, shampoo or prepare floor finishes, as recommended by manufacturer.
 - .7 Broom clean and wash exterior walks, steps and surfaces.
 - .8 Remove dirt and other disfigurations from exterior surfaces.

- .2 Documents
 - .1 Collect reviewed submittals and assemble documents executed by Subcontractors, suppliers, and manufacturers.
 - .2 Submit material prior to final Application for Payment.
 - .3 Submit operation and maintenance data, record (as-built) drawings.
 - .4 Provide warranties and bonds fully executed and notarized.
 - .5 Execute transition of Performance and Labour and Materials Payment Bond to warranty period requirements.
 - .6 Submit a final statement of accounting giving total adjusted Contract Price, previous payments, and monies remaining due.
 - .7 Consultant will issue a final change order reflecting approved adjustments to Contract Price not previously made.
- .3 Inspection/Takeover Procedures
 - .1 Prior to application for certificate of Substantial Performance, carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and building is clean and in condition for occupancy. Notify Consultant in writing, of satisfactory completion of the Work and request an inspection.
 - .2 During Consultant inspection, a list of deficiencies and defects will be tabulated. Correct same.
 - .3 When Consultant considers deficiencies and defects have been corrected and it appears requirements of Contract have been performed, make application for certificate of Substantial Performance. Refer to General Conditions Article GC5.4 for specifics to application.

PART 2 Products – not used

PART 3 Execution – not used

END OF SECTION

PART 1 GENERAL

1.1 RELATED REQUIREMENTS

- .1 Section 01 00 10 General Requirements

1.2 REFERENCE STANDARDS

- .1 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations
- .2 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
 - .1 Material Safety Data Sheets (MSDS).
- .3 Province of Ontario
 - .1 Occupational Health and Safety Act, R.S.O. [1990 Updated 2005].

1.3 ACTION AND INFORMATIONAL SUBMITTALS

- .1 Make submittals in accordance with Section 01 00 10 – General Requirements.
- .2 Submit site-specific Health and Safety Plan: Within 10 days after date of Notice to Proceed and prior to commencement of Work. Health and Safety Plan must include:
 - .1 Results of site specific safety hazard assessment.
 - .2 Results of safety and health risk or hazard analysis for site tasks and operation found in work plan.
- .3 Submit 1 copy of Contractor's authorized representative's work site health and safety inspection reports to Consultant and authority having jurisdiction, weekly.
- .4 Submit copies of reports or directions issued by Federal, Provincial and Territorial health and safety inspectors.
- .5 Submit copies of incident and accident reports.
- .6 Maintain records on site of WHMIS MSDS - Material Safety Data Sheets.
- .7 Consultant will review Contractor's site-specific Health and Safety Plan and provide comments to Contractor within five (5) days after receipt of plan. Revise plan as appropriate and resubmit plan to Consultant within five (5) days after receipt of comments from Consultant.
- .8 Consultant's review of Contractor's final Health and Safety plan should not be construed as approval and does not reduce the Contractor's overall responsibility for construction Health and Safety.
- .9 Medical Surveillance: where prescribed by legislation, regulation or safety program, submit certification of medical surveillance for site personnel prior to commencement of Work, and submit additional certifications for any new site personnel to Consultant.
- .10 On-site Contingency and Emergency Response Plan: address standard operating procedures to be implemented during emergency situations.

- .1 Accidents/Injuries.
- .2 Fire.

1.4 FILING OF NOTICE

- .1 File Notice of Project with Provincial authorities prior to beginning of Work.

1.5 SAFETY ASSESSMENT

- .1 Perform site specific safety hazard assessment related to project.

1.6 MEETINGS

- .1 Schedule and administer Health and Safety meeting with Owners Representative and Consultant prior to commencement of Work.

1.7 REGULATORY REQUIREMENTS

- .1 Do Work in accordance with Section 01 41 00- Regulatory Requirements.

1.8 GENERAL REQUIREMENTS

- .1 Develop written site-specific Health and Safety Plan based on hazard assessment prior to beginning site Work and continue to implement, maintain, and enforce plan until final demobilization from site. Health and Safety Plan must address project specifications.
- .2 Consultant may respond in writing, where deficiencies or concerns are noted and may request re-submission with correction of deficiencies or concerns.

1.9 RESPONSIBILITY

- .1 Be responsible for health and safety of persons on site, safety of property on site and for protection of persons adjacent to site and environment to extent that they may be affected by conduct of Work.
- .2 Comply with and enforce compliance by employees with safety requirements of Contract Documents, applicable federal, provincial, territorial and local statutes, regulations, and ordinances, and with site-specific Health and Safety Plan.

1.10 COMPLIANCE REQUIREMENTS

- .1 Comply with Ontario Health and Safety Act, R.S.O.
- .2 Comply with Canada Labour Code, Canada Occupational Safety and Health Regulations.

1.11 UNFORSEEN HAZARDS

- .1 When unforeseen or peculiar safety-related factor, hazard, or condition occur during performance of Work, follow procedures in place for Employee's Right to Refuse

Work in accordance with Acts and Regulations of Ontario having jurisdiction and advise Consultant verbally and in writing.

1.12 HEALTH AND SAFETY CO-ORDINATOR

- .1 Contractor to have a competent and authorized representative as Health and Safety Co-ordinator. Health and Safety Co-ordinator must:
 - .1 Have site-related working experience specific to activities associated with Contract Documents.
 - .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 site to perform Work.
 - .4 Be responsible for implementing, enforcing daily and monitoring site-specific Contractor's Health and Safety Plan.

1.13 POSTING OF DOCUMENTS

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

1.14 CORRECTION OF NON-COMPLIANCE

- .1 Immediately address health and safety non-compliance issues identified by authority having jurisdiction or by Consultant.
- .2 Provide Consultant with written report of action taken to correct non-compliance of health and safety issues identified.

1.15 POWDER ACTUATED DEVICES

- .1 Use powder actuated devices only after receipt of written permission from Consultant.

1.16 WORK STOPPAGE

- .1 Give precedence to safety and health of public and site personnel and protection of environment over cost and schedule considerations for Work.

PART 2 PRODUCTS

2.1 NOT USED

PART 3 EXECUTION

3.1 NOT USED

END OF SECTION