



PETERBOROUGH
HOUSING
CORPORATION

REQUEST FOR PROPOSAL

Proposal Number RFP-2025-005

Shingled Roof Upgrades and Replacements

City of Peterborough & Peterborough County

Various PHC Properties:

2032, 2038, 2042 Pratts Marina Rd, Selwyn ON, K0L2H0

665 Crawford Rd, Peterborough ON, K9J7H3

Blocks 1-8, 9-12, 33-39, 40-46, 47-51

850 Fairbairn St, Peterborough ON K9H6C1

Blocks 20-27, 28-36

Operations Division

Issue Date: Thursday May 8, 2025

Closing Date: Wednesday May 21, 2025, at 4:00pm EST

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1.0 Overview:

- 1.1** Peterborough Housing Corporation is the largest single provider of community housing in the City and County of Peterborough. We provide rent-geared-to-income and affordable housing for seniors, single adults, and families. This means that PHC provides homes to well over 4000 residents in our community. Our housing is a mix of high-rise apartments, townhomes, walk-up apartments, semi-detached homes, and quadplexes. PHC is under an agreement with the Service Manager, the City of Peterborough for Peterborough City and County.
- 1.2** The purpose of the Request for Proposal is to select Proponent(s) with the ability to provide the full scope of goods and services required, at the most advantageous cost to the Corporation. Firm pricing is required for the initial Contract Term.
- 1.3** Proponents are to familiarize themselves with the requirements of these instructions, terms and conditions, and specifications, which will all form part of the Contract between the successful Proponent(s) and the Housing Corporation. No consideration will be given to any Proponent for failure to comply with these requirements.
- 1.4** Peterborough Housing Corporation does not make any representation or warranty as to accuracy or completeness of the information contained herein. Nothing contained in this document, or subsequent addenda, should be relied upon as a promise or representation as to future circumstances or arrangements with respect to the provision of Upgrade(s) and Modernization(s) of Shingled Roofs at Peterborough Housing Corporation Properties. Proponents should conduct their own investigation and analysis of the proposed operations.

End of Section

2.0 **Definitions:**

- 2.1 **“Housing Corporation / Client / Owner”** Peterborough Housing Corporation
- 2.2 **“Facility Supervisor”** means the Manager or Supervisor responsible for the operations of the specific facility.
- 2.3 **“Facility”** means the work site location indicated in [Schedule A] where the services are to be performed.
- 2.4 **“Contract”** means the Contract Order issued and executed by Peterborough Housing Corporation and consists of Contract Documents identified in Appendix A: General Terms and Conditions of this RFP document.
- 2.5 **“Contractor”** means the successful proponent to the Request for Proposal who enters into a contract with Peterborough Housing Corporation.
- 2.6 **“Must”** “Mandatory” means a requirement that must be met in order for a Proposal to receive consideration.
- 2.7 **“Preferred Proponent”** means the Proponent selected by the Evaluation Committee to enter into negotiations for a contract.
- 2.8 **“Proponent”** means an entity that submits a Proposal.
- 2.9 **“Proposal”** means a Proposal submitted by a Proponent in response to this RFP.
- 2.10 **“RFP”** means this Request for Proposal document.
- 2.11 **“Services”** means the services as described generally in [Section 4.0] and [Schedule A] including anything required to be done for the fulfillment of the completion of this contract.
- 2.12 **“Work”** means the furnishings of all labour, materials, and modern industrial equipment to perform the services as set out in the Specifications [Section 4.0] and [Schedule A] Facility Service Requirements and Fee Schedule Attached hereto.

End of Section

3.0 Instructions to Proponents:

3.1 General:

3.1.1 Peterborough Housing Corporation invites submission of Stipulated Price tenders for the supply of all labour, material, equipment and services to complete the work, in accordance with the Specifications and Drawings (if applicable) for the Shingled Roofs at various properties including:

3.1.1.1 2032, 2038, 2042 Pratts Marina Rd, Selwyn ON, K0L2H0

**3.1.1.2 665 Crawford Rd, Peterborough ON, K9J7H3
Blocks 1-8, 9-12, 33-39, 40-46, 47-51**

**3.1.1.3 850 Fairbairn St, Peterborough ON K9H6C1
Blocks 20-27, 28-36**

3.1.2 Only tenders received in accordance with these Instructions from Invited General Contractors will be accepted.

3.1.3 Each Bidder shall examine the Tender Documents as soon as possible after receipt thereof, and should he discover any errors or omissions therein he shall notify the Owner as soon as possible so that further instructions and/or Drawings may be issued to all Tenderers before the date set for receiving Tenders.

3.1.4 Individual drawings, partial sets of drawings and individual sections of the specifications are not available.

3.1.5 Bidders shall be responsible for the distribution of all Contract Documents and Addenda to all Subcontractors, Supplies and affected Parties.

3.1.6 No claims for payment will be accepted because of failure on the part of the Owner or their representatives to supply any Subcontractor with all or part of the Contract Documents and Addenda thereto, which will have been supplied to the Bidder up to the closing date.

3.1.7 The Contractor shall obey all Federal, Provincial and Municipal Laws, Acts, Ordinances, Regulations, Orders-in-Council and By-laws which could in any way pertain to the work outlined in the Contract or to the employees of the Contractor. Without limiting the generality of the foregoing, the Contractor shall satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a supplier, a Constructor and/or Employer with respect to or arising out of the performance of a Contractor's obligations under this contract.

- 3.1.8** The Contractor shall be aware of and conform to all governing regulations, including those established by the Owner, related to employee health and safety. The Contractor shall keep employees and sub-contractors informed of such regulations.
- 3.1.9** The successful bidder shall at their own expense within 10 days of notification of acceptance and prior to the commencement of work, obtain and maintain until the termination of the contract or otherwise stated, provide **Peterborough Housing Corporation** with evidence of:
- 3.1.9.1** A Performance Bond issued by a Surety Company acceptable to the Owner and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price;
- 3.1.9.2** If the Contract price is less than \$2,000,000.00, the following alternate forms of security are acceptable in lieu of such Performance Bond:
- 3.1.9.2.1 an irrevocable letter of credit, bank draft, or certified cheque; or money order or;
- 3.1.9.2.2 bearer or negotiable bonds of Canada, the Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
- 3.1.9.2.3 Such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner;
- 3.1.9.2.4 And in each case, the alternate forms of security shall be equivalent to 15% of the Contract Price for contracts having a Contract Price between \$100,001 and \$1,000,000, and 15% of the Contract Price for contracts having a Contract Price of \$100,000 or less.
- 3.1.9.2.5 Such insurance shall add the **Peterborough Housing Corporation** as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Peterborough Housing Corporation. The successful contractor shall indemnify and hold Peterborough Housing Corporation harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the contractor, their agents, officers, employees or other

persons for whom the contractor is legally responsible.

3.1.9.3 Automobile Liability Insurance respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000 inclusive for each and every loss.

3.1.9.4 The Policies shown above shall not be cancelled unless the Insurer notifies **Peterborough Housing Corporation** in writing at least thirty (30) days prior to the effective date of the cancellation. The insurance policy will be in a form and with a company which are, in all respects, acceptable to Peterborough Housing Corporation.

3.2 Mandatory Information Meeting:

3.2.1 A mandatory information meeting will be held at the **Peterborough Housing Corporation Hunt Terrace Meeting Room 112, 555 Bonaccord Street, Peterborough, Ontario, K9H 3A8** on the following date and time:

3.2.1.1 Wednesday May 14, 2025, at 2:00 p.m. Eastern (EST)

3.2.2 This meeting is mandatory and only Proposals from Proponents attending will be considered. Proponents must sign the attendance sheet to be considered. Failure to attend the meeting will disqualify the prospective bidder's tender.

3.2.3 On site parking is limited. Street Parking may be available depending on Parking By-Laws and location. Please plan accordingly.

3.2.4 Pre-arranged Site Access will be open with PHC staff, at 2:30 p.m.-4:30 p.m. for all applicable sites.

3.2.5 Each bidder will have the opportunity to examine the site, all areas and services which may affect the proper execution of the work. No claim for extra payment will be allowed for work or difficulties encountered due to conditions of the site which were visible or reasonably inferable prior to the date of submission of tenders.

3.2.6 Pre-arranged Alternate Site Tours non-mandatory site tours are being offered to Proponents who are interested. To give all Proponents the best possible chance of pricing correctly, available site tours will be held (if

needed) on **Monday May 18, 2025 at 10:00am EST**. More information will be released as interest is accumulated.

- 3.2.7** All interested Proponents are to make a request stating which facilities they would like to view via the bidding portal, Biddingo before **12:00 p.m. EST, Friday May 16, 2025**.
- 3.2.8** Any site access (if applicable) will be determined during the meeting. Any site access or equipment use will not be granted without the presence of Peterborough Housing Corporation Staff or applicable licenses.
- 3.2.9** All site access is subjected to the Residential Tenancies Act, regardless of suite or exterior access. Please plan accordingly as Resident Service notification is required at least minimum 48 hours prior to any entry. It is the responsibility of the Proponent to coordinate all access requests with Peterborough Housing Corporation directly.
- 3.2.10** Unauthorized access will result in disqualification and/or immediate investigation. All access must be requested and approved by Peterborough Housing Corporation.

3.3 Examination of RFP Proposal Documents and Facilities:

- 3.3.1** It is each Proponent(s) responsibility to carefully examine the RFP documents and facilities. The Proponent(s) may not claim, after the submission of a Proposal, that there was any misunderstanding with respect to the Service or Work and conditions imposed by the Housing Corporation.
- 3.3.2** There will be no opportunity to make any additional claim for compensation or invoice for additional charges that were not included in the Proposal fee submitted, unless the Housing Corporation, at its sole discretion, deems that it would be unreasonable to do so, or there are additional work requirements due to unforeseen circumstances.

3.4 Proposal Closing Date and Delivery Instructions:

- 3.4.1** The closing date and time to upload your Proposal to the online bidding portal, Biddingo is as follows:
 - 3.4.1.1** Tenders from Proponent(s), executed and signed under seal, will be received before **Wednesday May 21, 2025 at 4:00pm EST**
 - 3.4.1.2** Late Proposals, Hardcopy Proposals, or Proposals submitted by facsimile will not be considered. It is the Proponents' sole

responsibility to ensure they allow themselves enough time to submit their Proposal.

- 3.4.2 The Tender Form, on the forms provided shall be filled in exactly as required. Bidders shall furnish all information requested and fill in all blanks in the Tender Form. Bidders shall complete and return one (1) set of Tender Forms.
- 3.4.3 Tender Forms shall be completed in a legible manner without alterations or erasures. Incomplete tenders will not be considered.
- 3.4.4 It is the sole responsibility of the Proponent to ensure that tenders are submitted to the bidding portal, Biddingo in accordance with the submission instructions. Misdirected tenders received after the deadline for submission will not be accepted. Requests for adjustments and submitted tenders submitted by the use of the mail, courier services, e-mail, telegram, facsimile, telephone or any other methods for delivery of a tender will not be accepted.
- 3.4.5 Each Tender shall state the stipulated PRICE/PRICES for which the Bidder will undertake to carry out all the Work as described and/or shown in the Tender Documents.
- 3.4.6 Bidders are required to include with their Tender submission, a copy of their most recent **Workplace Safety and Insurance Board Firm Detail Profile Report Profile Report** (from the latest version of experience rating programme) or **Cost & Frequency Record**. This report will be a consideration in the evaluation and award of the tender.
- 3.4.7 Incorporated Companies must attach Corporate Seal and Signatures of proper officers shall be affixed.
- 3.4.8 All prices (unless otherwise specifically requested in the Tender Documents) shall be "Work Completed" prices, and shall be understood to include all material, labour and other expenses including fees, insurance, compensation and other items required by governing regulations, as well as overhead and profit for the work concerned.
- 3.4.9 It shall be understood that the Stipulated Price shall be open for acceptance and irrevocable for a period of sixty (60) days.
- 3.4.10 Tenders received in accordance with these instructions will be opened by The Owner following the deadline for the submissions. Notification will be in the days after.

3.5 Mandatory Requirements:

- 3.5.1** Peterborough Housing Corporation has several requirements that are deemed as “Mandatory” when submitting a Proposal for this RFP. Failure to comply with these Mandatory Requirements will result in the disqualification of your Proposal.
- 3.5.2** The following mandatory requirements must be met for your Proposal to be considered:
- 3.5.2.1** Proponent(s) must attend the Mandatory Information Meeting on **Wednesday May 14, 2025, at 2:00 p.m. EST.**
 - 3.5.2.2** Proposals must be submitted and received via the **online bidding portal, Biddingo**
 - 3.5.2.3** Proposals must be submitted in **English.**
 - 3.5.2.4** Proposal submitted as per **Appendix A.**
 - 3.5.2.5** Proposal submitted as per **Appendix B.**
 - 3.5.2.6** Proposals submitted as per the Specifications, Drawings, and Material Samples requirements.
 - 3.5.2.7** Proponent(s) provide a **Company Profile** and **3 References**
 - 3.5.2.8** Proposals must be submitted by **Wednesday May 21, 2025, no later than 4:00pm EST.**

3.6 Questions During Bidding Period

- 3.6.1** Questions are to be submitted via the online bidding portal, Biddingo before **Monday May 19, 2025, no later than 4:00 p.m. EST.** Peterborough Housing Corporation reserves the right not to answer questions after this date and time.
- 3.6.2** Information received by any other person may be inaccurate and not relied upon.

3.7 Addenda

- 3.7.1** Bidders may, during the tendering period, be advised by Addenda of required additions to, deletions from, clarifications to, or alterations in the requirements of the Tender Documents. All such changes shall become an integral part of the Tender Documents and shall be allowed for in the Stipulated Price.
- 3.7.2** If a change or additional information is warranted, Peterborough Housing Corporation’s response will be communicated to all Proponents by means of written Addenda issued via the online bidding portal, Biddingo prior to the closing date and time.

- 3.7.3** Peterborough Housing Corporation will attempt to respond to all reasonable inquiries but reserves the right not to respond to inquiries. Proponents finding discrepancies or omissions in the RFP documentation or having doubts as to the meaning or intent of any provision should immediately notify the contact person above. If the Housing Corporation determines that an amendment is required to this RFP, an Addendum will be sent to all parties who attend the Mandatory Information Meeting.
- 3.7.4** No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.
- 3.7.5** Proponents are required to check their emails, Biddingo for any updated information and Addenda issued up until the “closing date and time”.
- 3.7.6** Insert, in the space provided in the Bid Form, the Addenda numbers of all Addenda received during bidding period. If no Addenda have been received, the word "NONE" shall be inserted in the space provided.
- 3.7.7** Each Addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written Addendum.
- 3.7.8** Upon submitting a Proposal submission, Proponents will be deemed to have received notice of all addenda that are emailed and on Biddingo. Failure to acknowledge addenda shall result in a rejected tender.

3.8 Proponent Expenses:

- 3.8.1** Proponents are solely responsible for their own expenses in preparing and submitting proposals, and for any sample requests, meetings, negotiations, or discussions with or presentations with the Housing Corporation or its representatives and consultants relating to or arising from this RFP.

3.9 Liability for Errors:

- 3.9.1** While the Housing Corporation has used considerable effort to ensure an accurate representation of information in this RFP, the information contained is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Housing Corporation, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming their own opinions and conclusions with respect to the work in this RFP.

3.10 Base Bid Tenders

- 3.10.1** Materials and equipment are specifically described and named in this Specification to establish a standard of materials and workmanship to which the Bidders shall strictly adhere. Where manufacturer's trade names are used, the Stipulated Price shall be based on the use of such materials and equipment as specified, no substitutions will be allowed.
- 3.10.2** Bidders may submit with their tender alternatives based on the use of alternative material equivalent to the materials or equipment specified in quality and performance and provided clearances and dimensions shown on the drawings are maintained. For all such alternative proposals the Bidder shall include the appropriate information in Appendix 'A' to the Tender form and supplementary information as follows:
- 3.10.2.1** Item Specified.
 - 3.10.2.2** Proposed Substitution or Addition including manufacturer's name, supplier's name, and product identification.
 - 3.10.2.3** Change in price if any.
 - 3.10.2.4** A letter attached to Appendix 'A' including the reason for the proposed substitution and a detailed description of alternative including identification of differences from specified products along with a statement assuming full responsibility that any equipment shall not exceed the space requirements allocated on the drawings. The successful Bidder shall be responsible for any additional design architectural or engineering costs as may be incurred by the Owner, and any installation cost resulting from the acceptance of a substitute piece of equipment or product.
 - 3.10.2.5** The Tenderer further agrees to submit product material specifications, samples, technical data, references or any other supporting documentation upon request, as may be necessary for the Owner to evaluate any proposed Alternative.
 - 3.10.2.6** Under no circumstances shall the value of an alternative material or equipment be included in the Stipulated Price.
 - 3.10.2.7** Under no circumstances will alternatives submitted after the closing of Tenders be considered.
 - 3.10.2.8** The Owner reserves the right to accept or reject proposed alternatives as he sees fit, and also to claim for himself the financial benefit of a substitution, if a substitution is accepted. A rejection by the Owner of the proposed alternative is final and the Owner does not become obligated to give any reason for his action.

3.11 Taxes

3.11.1 All prices quoted shall include applicable customs duty, freight, insurance and all other charges of every kind attributable to the work. Award of Contract shall be based on the lowest compliant bid EXCLUDING applicable taxes.

3.11.2 Applicable taxes are to be shown separately.

3.12 Changes to RFP Document:

3.12.1 Proponent(s) must not alter any portion of this RFP document except for adding the information requested on [Appendix A & B] To do so will invalidate the submission of the Proposal.

3.13 Changes to the Proposal Wording and Content:

3.13.1 The Proponent will not be allowed the opportunity to change the wording or content of its Proposal after closing and no words will be added to the Proposal, including changing the intent or content of the presentation of the Proposal unless requested by the Housing Corporation (e.g., minor clarification).

3.14 Acceptance and Rejection of Proposals:

3.14.1 This RFP is not an agreement to purchase goods or services. The Housing Corporation is not bound to enter a Contract with any Proponent.

3.14.2 Peterborough Housing Corporation reserves the right to:

3.14.2.1 Reject any or all bids and proposal in response to this RFP.

3.14.2.2 Reject any, and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP.

3.14.2.3 Reject any Proposal at any time prior to the execution of a contract.

3.14.2.4 Reject Proposals which are incomplete, conditional, or obscure or have erasures or alterations of any kind.

3.14.2.5 To waive immaterial defects and minor irregularities in any Proposal.

3.14.2.6 Assess the ability of the Proponent to perform the contract and reject any Proposal where the Housing Corporation's sole estimation, the personnel and/or resources of the Proponent are insufficient.

- 3.14.2.7** Evaluate submissions based on past performance, timely project completion, appropriate manpower, equipment and facilities.
- 3.14.2.8** Accept the Tender in whole or in part.
- 3.14.2.9** Reject any tender where satisfactory evidence of sufficient capital, capacity and experience to successfully prosecute and complete the work in the specified time, is not furnished by the bidder.
- 3.14.2.10** Not consider a bidder who has been terminated or has been deemed to have provided unsatisfactory performance on any previous or current contract or based on previous dealings between PHC and the Proponent(s).
- 3.14.2.11** Not consider a bidder who is currently involved in or responsible for litigation of any kind against PHC
- 3.14.2.12** Not accept the lowest or any tender.
- 3.14.2.13** Tenders containing escalation clauses will not be considered.
- 3.14.2.14** Without limiting the generality of the foregoing, any tender which is incomplete, illegible, or which contains alterations not called for, or irregularities of any kind, may be rejected.
- 3.14.2.15** Should a dispute arise from the terms and conditions of this contract regarding meaning, intent or ambiguity, the decision of the Owner shall be final.

3.15 Right to Cancel the RFP Process:

- 3.15.1** The Housing Corporation reserves the right in its sole discretion to postpone or cancel the RFP process at any time and may in its discretion; elicit offers from other parties (whether such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating with any party if:
 - 3.15.1.1** Only one Proposal is received.
 - 3.15.1.2** A suitable Proponent has not been selected.
 - 3.15.1.3** Proposal not approved by the Housing Corporation's Tender Evaluation Committee.
 - 3.15.1.4** Proposal Exceeds the Housing Corporation's Budget

3.16 Withdraw of Proposals:

- 3.16.1** The Proponent may withdraw their Proposal at any time prior to Proposal closing date and time by submitting a written withdraw letter to the Assistant Manager – Special Projects, Zack Heurkens via email:
 - 3.16.1.1** zheurkens@ptbohousingcorp.ca

3.17 No Claims:

3.17.1 Peterborough Housing Corporation and its representatives, agents, consultants, and advisors will not be liable to any Proponent for any claims whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal or participating in the negotiations for a contract, or any other activity related to or arising out of this RFP.

3.18 Irrevocability of Proposals:

3.18.1 At the appointed closing time, all Proposals become irrevocable. By Submission of a Proposal, the Proponent agrees that should its Proposal be selected, the successful Proponent will enter a Contract with the Housing Corporation. Proposals shall be irrevocable and shall remain open for acceptance by the Housing Corporation for at Least sixty (60) calendar days after the RFP closing date and time. The Housing Corporation may elect to extend the Proposal validity duration beyond (60) calendar days with written notice to all Proponents.

3.19 Ownership of Proposals:

3.19.1 All Proposals submitted, other than any Proposal withdrawn prior to the open of the Proposals or any late Proposals, become the property of the Housing Corporation and will not be returned to Proponents.

3.20 Time of the Essence

3.20.1 Bidders are cautioned that time is of the essence in this Contract and that the ability to complete the Work within the stipulated time period will be one of the factors considered in the award of the Contract.

3.20.2 Upon commencing work on site, all work must continue until completion without delay or work stoppage unless instructed otherwise by the Owner.

3.20.3 The Contractor shall perform the work on a Monday to Friday basis between the hours of 8:00 am. and 5:00 pm., and on weekends, where approved by the Owner. The Owner may require that work be restricted at certain times and will provide a minimum of 3 days written notice of such times.

3.20.4 The Contractor shall refrain from work on Statutory Holidays recognized by the Owner. Under special circumstances, approval may be given for work on Statutory Holidays, at the discretion of the Owner. The

Contractor will submit written notification at least four (4) days in advance of the Statutory Holiday on which he desires to work, indicating the location and nature of the work to be performed. The Contractor must obtain written permission from the Owner authorizing work on a specific Statutory Holiday.

3.20.5 Work shall be completed in accordance with the following schedule:

3.20.5.1 Commencement Date: July 7, 2025

3.20.5.2 Substantial Performance Date: August 15, 2025

3.20.5.3 Total Performance Date: September 19, 2025

3.20.6 The Contractor will be required to provide all labour, material and equipment and direct his subcontractors and suppliers to work the number of shifts and days that are necessary to meet the Owner's schedule.

3.20.7 Bidders shall allow in their Stipulated Price for all premium time and other costs as necessary to meet the required completion date.

3.21 Completion Security

3.21.1 The successful Contractor shall provide a Performance Bond, and a Labour and Materials Payment Bond, each in an amount equal to 50% of the total contract sum as accepted, to guarantee his faithful performance of this Contract and his fulfilment of all obligations in respect of payment for labour and materials used on this work. Bonds shall be issued by a Guarantee Surety Company, licensed to issue such instruments in the Province of Ontario, having been properly executed and in other respects acceptable to the Owner.

3.21.2 An "Agreement to Bond" from a surety acceptable to the Owner, ensuring that a Performance Bond and/or Labour and Materials Payment Bond can be supplied constitutes part of the Tender and must be completed, duly signed and executed, and returned with the Tender in the enclosed envelope. Failure to provide the required Agreement to Bond Form will result in rejection of the bid.

3.22 Workplace Safety and Insurance Board

3.22.1 The Contractor will be required to submit to the Owner a statement from the Workplace Safety & Insurance Board, that all assessments the Contractor is liable to pay under the Act or successor legislation have been paid. Such statement or Certificate of Clearance shall be provided prior to the issuance of the Contractor's last payment and at any other time when requested to do so.

3.23 Procedures to be Used if the Tender Exceeds Owner's Budget

3.23.1 The procedures recommended in CCDC Document 23 will be used.

3.23.2 In the event that all Bids received exceed the Owner's budget, the Owner will negotiate changes in the scope of the work with the bidder submitting the lowest acceptable Bid. When the negotiations result in a Contract Price acceptable to both parties, no re-bidding of the project is necessary, and the Contract should be awarded at the negotiated price.

3.23.3 If negotiations fail to produce a Contract Price acceptable to both parties, or if, in the first instance, the changes contemplated result in a value in excess of 15%, the Bid Documents may be amended and invitations to re-bid be restricted to the three (3) lowest acceptable Bids on the original Bid Call.

3.24 Cash Allowances

3.24.1 Include in the Stipulated Price, the following cash allowances:

3.24.1.1	Contingency for unforeseen items	\$ 15,000.00
3.24.1.2	TOTAL CONTINGENCY	\$ 15,000.00

3.25 Debriefing:

3.25.1 Proponents may request a debriefing which may be made available at the Housing Corporation's convenience and must be made within fifteen (15) calendar days of notification of award. The intent of the debriefing is to aid the Proponent in presenting a stronger Proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

End of Section

4.0 Supplementary General Conditions

4.1 The Agreement, Definition and General Conditions of this Contract shall be the Canadian Standard Construction Document CCDC-2, 2008, Stipulated Price Contract, except as amended by the Supplementary General Conditions, below;

1.1 The Standard Construction Document for Stipulated Price Contract, CCDC2-2008 English version, consisting of the Agreement Between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract, Parts 1 to 12 inclusive, governing same is hereby made part of these Contract Documents, with the following amendments, additions and modifications. Where these amendments, additions, and modifications specifically reference a change to the Agreement, Definitions, or General Conditions, these amendments, additions and modifications shall govern.

1.2 Article A-6 - RECEIPT AND ADDRESSES FOR NOTICES IN WRITING

.1 Delete Article A-6 and substitute new article 6.1:

6.1 Notices in Writing between the parties 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 prepaid registered post, when addresses 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.

1.3 DEFINITIONS

.1 Add the following definitions:

- 16a. Request for Information:
Requests for Information (RFI's) are documents issued by the Contractor to the Owner requesting clarification or to obtain additional information where the intent of the Contract Documents is unclear or information is missing.
- 19a. Submittals:
Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

- Shop Drawings, samples, models, mock-ups to indicate details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.

1.4 General

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

1.5 GC 1.1 CONTRACT DOCUMENTS

- .1 Add new subparagraph 1.1.7.5:

1.1.7.5 In case of discrepancies, noted materials and annotations shall take precedence over graphic representations in the Contract Documents.

- .2 Delete from paragraph 1.1.8 the words "sufficient copies of the Contract Documents to perform the work" and replace with: "six (6) sets of the drawings and specifications upon which the Contract is based exclusive of those required by jurisdictional authorities and the executed Contract Documents. Additional copies of Contract Documents will be furnished to the Contractor at the Contractor's expense."

1.6 GC 2.2 ROLE OF THE CONSULTANT

- .1 Reserved

1.7 GC 2.4 DEFECTIVE WORK

- .1 Add new subparagraphs 2.4.1.1 and 2.4.1.2:

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

2.4.1.2 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.

1.8 GC 3.1 CONTROL OF THE WORK

.1 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 contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Owner in writing and obtain written instructions before proceeding with any part of the affected work.

1.9 1.9 GC 3.4 DOCUMENT REVIEW

.1 Delete paragraph 3.4.1 in its entirety and substitute new paragraph 3.4.1:

3.4.1 The Contractor shall review the Contract Documents and shall report promptly to the Owner any error, inconsistency or omission the Contractor may discover. Such review by the Contractor shall comply with the standard of care described in paragraph 3.14.1 of the Contract. Except for its obligation to make such review and report the result, the Contractor does not assume any responsibility to the Owner for the accuracy of the Contract Documents. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies, or omissions in the Contract Documents, which the Contractor could not reasonably have discovered. If the Contractor does discover any error, inconsistency or omission in the Contract Documents, the Contractor shall not proceed with the work affected until the Contractor has received corrected or missing information from the Owner.

.2 Add new paragraph 3.4.2:

3.4.2 The Contractor shall request clarification of information where the intent of the Contract Documents is unclear or information is missing through the use of Requests for Information.

.3 Add new paragraph 3.4.3:

3.4.3 Requests for Information shall be issued using a form acceptable to the Owner. Each Request for Information shall deal with a single topic.

.4 Add new paragraph 3.4.4:

3.4.4 Requests for Information shall include at least the information noted in the specifications as being required.

.5 Add new paragraph 3.4.5:

3.4.5 The Contractor shall issue Requests for Information to the Owner in a timely manner and sufficiently in advance so as to cause no delay in the Work or in the work of other Contractors.

.6 Add new paragraph 3.4.6:

3.4.6 The Contractor shall review all Requests for Information before issuing them to the Owner. The Contractor shall confirm that the Contractor has reviewed the Contract Documents and determined that the information being requested is not in the Contract Documents.

.7 Add new paragraph 3.4.7:

3.4.7 The Owner shall review and respond to Requests for Information with reasonable promptness so as to cause no delay in the Work or in the work of other contractors.

1.10 GC 3.8 LABOUR AND PRODUCTS

.1 Add new paragraphs 3.8.4, 3.8.5 and 3.8.6:

3.8.4 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. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

3.8.5 Manufactured materials and equipment which are specified by their proprietary names or by part of catalogue numbers shall be provided. Where a number of proprietary materials are specified for one use the Contractor may select any of the materials specified. No substitute for the materials specified will be allowed unless written approval of alternate material equipment is authorized by the Owner prior to signing of the Contract.

3.8.6 The Contractor shall use and/or install all proprietary materials and equipment in strict accordance with the manufacturer's printed instructions.

1.11 GC 3.10 SHOP DRAWINGS

- .1 Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS.
- .2 Add “and Submittals” after the words “Shop Drawings” in paragraphs 3.10.1, 3.10.2, 3.10.4, 3.10.7, 3.10.8, 3.10.8.2, 3.10.9, 3.10.10, 3.10.11, and 3.10.12.
- .3 Delete 3.10.3 in its entirety and substitute new paragraph 3.10.3
3.10.3 Prior to the first application for payment, the Contractor and Owner shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.
- .4 Delete the words “with reasonable promptness so as to cause no delay in the performance of the Work” and replace with “within 10 working days or such longer period as may be reasonably required” in paragraph 3.10.12.
- .5 Add new paragraph 3.10.13:

3.10.13 Samples: Reviewed Samples will be returned to the Contractor and shall be maintained at the Place of the Work. Products installed into the Work must match reviewed Samples. Any products, whether incorporated in the Work or not, which do not match reviewed Samples, shall be removed and replaced at the Contractor's expense.

1.12 GC 3.11 USE OF THE WORK

- .1 Add new paragraph 3.11.3:

3.11.3 The Owner shall have the right to enter and occupy the Work in whole, or in part, for the purpose of placing fittings and equipment or for other uses before completion of the Contract. Such entry and occupation shall not be considered as acceptance of the Work or in any way relieve the Contractor from his responsibility to complete the Contract.

1.13 1.13 GC 3.14 PERFORMANCE BY CONTRACTOR

- .1 Add new paragraph 3.14.1:

3.14.1 In performing its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. 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 Add new paragraph 3.14.2:

3.14.2 The Contractor further represents, covenants and warrants to the Owner that:

- .1 The personnel it assigns to the Project are appropriately experienced;
- .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner's approval, in the event of death, incapacity, removal or resignation.

1.14 GC 4.1 CASH ALLOWANCES

.1 Delete paragraph 4.1.4 in its entirety and substitute new paragraph 4.1.4:

4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the Owner's direction to cover the shortfall.

.2 Delete paragraph 4.1.5 in its entirety and substitute new paragraph 4.1.5:

4.1.5. The net amount of any unexpended cash allowances, after providing for any re-allocations as contemplated in paragraph 4.1.4, shall be deducted from the Contract Price by Change Order.

.3 Delete paragraph 4.1.7 in its entirety and substitute new paragraph 4.1.7.

4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner, a schedule indicating the times, within the construction schedule referred to in GC 3.5, that items called for under cash allowances and items that are specified to be Owner purchased and Contractor installed or hooked up are required at the site to avoid delaying the progress of the Work.

.4 Add new paragraph 4.1.8:

4.1.8 The Owner reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances. When directed by the Owner, the Contractor shall sign the assigned bidders as normal Subcontractors and assume full responsibility for supervision, scheduling, guarantees and payment for this portions of the Work so assigned.

.5 Add new paragraph 4.1.9

- 4.1.9 Where the actual cost under any cash allowance exceeds the amount of the allowance and unexpended amounts from other cash allowances, the Contractor shall be compensated only for the excess incurred and substantiated. There shall be no adjustment to the Contractor's fee or other expenses such as overhead or profit, it being understood and agreed that the Contract Price includes the Contractor's expenses and profit for all cash allowances whether or not they are exceeded.

1.15 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .1 Delete General Condition GC 5.1 entirely.

1.16 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .1 Delete paragraph 5.2.7 and substitute the following

5.2.7 No application may be made for payment for Products delivered to the Place of the Work but not yet incorporated into the Work.

- .2 Add new paragraph 5.2.8:

5.2.8 With the second and all subsequent applications for payment, the Contractor shall submit a sworn statement that all accounts for products, labour, construction equipment, and other indebtedness which may have been incurred by the Contractor for work done and Products supplied under the Contract and for which the Owner might in any way be held responsible, have been paid in full, except for amounts properly retained as a holdback under the lien legislation applicable to the Place of Work or as an identified amount in a dispute.

- .3 Add new paragraph 5.2.9:

5.2.9 The Contractor agrees that the Owner shall be under no obligation to have recourse to the right afforded to it under subsection 24(2) of the Construction Act, R.S.O. 1990, c. C.30, as amended, and that the Owner is under absolutely no obligation to make any payment to the Contractor in the face of either a registered lien or a notice of lien until same is discharged.

1.17 GC 5.3 PROGRESS PAYMENT

- .1 Delete the words "before 20 calendar days" and replace with "before 30 calendar days" in paragraph 5.3.1.3

- .2 Add new paragraph 5.3.2:

5.3.2 The Owner shall deduct, on each certificate of payment, after the lien holdback has been deducted in accordance with the lien legislation applicable to the Place of Work, a further 15%, which will be set aside and held as a Contract Completion Security Account. The accumulated amount in this account shall be released to the Contractor one year following Substantial Performance of the Work. Partial releases of the Contract Completion Security Account will not be made. If, within fifteen (15) days of written notification by Owner at any time after Substantial Performance of the Work, the Contractor does not reach Total Performance of the Work, by failing to completely finish outstanding work, the Owner shall have the right to complete such work and deduct the cost for such work together with an appropriate administration fee from the Contract Completion Security Account.

1.18 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.1 Delete paragraph 5.5.3 entirely.

1.19 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

.1 Delete paragraph 5.6.1 and replace with the following:

5.6.1 Holdback monies will not be released until 46 days after Substantial Performance of the Work.

1.20 GC 5.7 FINAL PAYMENT

.1 Delete the words "than 5 calendar days" and replace with "than 30 calendar days" in paragraph 5.7.4.

1.21 GC 5.8 WITHHOLDING OF PAYMENT

.1 Add new paragraph 5.8.2:

5.8.2 The Owner may determine that certain RFIs issued by the Contractor are unnecessary and shall, in responding to such unnecessary RFIs, give the reasons for the determination in each case;

- .1 if the Contractor continues to issue unnecessary RFIs, the Owner, after having identified a minimum of five RFIs as unnecessary, will invoice the Contractor for the additional administrative cost of responding to each of the subsequent unnecessary RFIs;
- .2 the Owner will notify the Contractor each time such an additional administrative cost is charged;

- .3 the additional administrative costs shall be charged to the Contractor by showing the monthly total as a credit on each subsequent Certificate for Payment. This constitutes a change to the contract price and must be handled as a Change Order.

1.22 GC 6.1 CHANGES IN THE WORK

- .1 Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8, 6.1.9, 6.1.10 and 6.1.11:

6.1.3 Where a change in the Work involves additions, deletions, or other revisions to the Work, the Contract Price shall be increased only by the net actual value of the change in the Work, including taxes, but excluding Value Added Taxes, plus the allowance for overhead and profit as permitted and agreed by the Owner.

- .1 If a Subcontractor retains another subcontractor (sub-subcontractor), no additional mark-up shall be charged to the Owner for the sub-subcontract work.
- .2 Overhead and profit may not be charged on changes in the Work where there is a net decrease to the Contract Price.

6.1.4 Costs for the following items shall be considered to be included in the Contractor's allowance for overhead:

- .1 Contractor's site and head office expenses.
- .2 Wages of project managers, superintendents, assistants, watch persons and administrative personnel.
- .3 Temporary site office, including costs for telephone and facsimile machine.
- .4 Small tools (valued less than \$2,000).
- .5 Insurance and bonding premiums.
- .6 Record drawings.
- .7 Clean-up and disposal of waste materials.

6.1.5 Labour costs shall be the actual, prevailing rates at the Place of the Work paid to the workers, plus statutory charges on labour including statutory workers' insurance, employment insurance, Canada Pension, vacation pay, medical and health benefits.

6.1.6 Quotations for changes in the Work shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from Subcontractors and Suppliers, submitted in a format acceptable to the Owner.

6.1.7 The Contractor is obliged to review and consider the value and validity of Subcontractors and Suppliers quotations to be used as backup for proposed Change Order pricing before submission to the Owner. The Contractor shall ensure that only valid, and fair and reasonable costs are submitted to the Owner. The Owner will not directly negotiate with Subcontractors and Suppliers on behalf of the Contractor. The Contractor shall maintain financial oversight of the Subcontractors and Suppliers and filter out unreasonable claims.

6.1.8 Unit and alternative prices included in the Contract include supply, installation, Products, Construction Equipment, services, materials, labour, overhead and profit, but exclude Value Added Taxes and Provincial Sales Tax.

6.1.9 The Owner reserves the right to authorize payment for changes in the Work by means of cash allowance disbursement authorizations.

6.1.10 When additions, deletions, or other revisions to the Work covering related work or substitutions are involved in a change to the Work, payment, including overhead and profit, shall be calculated on the basis of the net difference to the Contract Price, if any, with respect to the change in the Work.

6.1.11 If any change or deviation in, or omission from the Work is made by which the amount of Work to be performed is decreased, or if the whole or a portion of the Work is dispensed with, no compensation is claimable by the Contractor for any loss of anticipated profit in respect thereof.

1.23 GC 6.2 CHANGE ORDER

.1 Change paragraph 6.2.2 to read:

6.2.2 The Contractor shall present in a form acceptable to the Owner an amount of adjustment for the Contract Price, if any, and an adjustment in the Contract Time, if any, for the changes covered by a Change Directive. The procedures of evaluation including applicable overhead and profit mark-up provisions shall be as described under GC 6.3 CHANGE DIRECTIVE.

.2 Add new paragraph 6.2.3:

6.2.3 The procedures of evaluation including applicable overhead and profit mark-up provisions for Change Orders shall be as described under GC 6.1 CHANGES IN THE WORK.

.3 Add new paragraph 6.2.4:

6.2.4: When submitting a price in response to a Proposed Change Order related to time and materials or costs in respect of a Change Directive, the Contractor shall be allowed a mark-up for overhead and profit calculated as follows:

- (1) ten percent (10%) on Work performed by the Contractor's own forces, and
- (2) five percent (5%) on Work performed by Subcontractors.

1.24 GC 6.3 CHANGE DIRECTIVE

.1 Delete paragraph 6.3.2 and replace with the following:

6.3.2 Upon receipt of a Change Directive, the Contractor shall proceed promptly with the change in the Work. The adjustment in the Contract Price for a change carried out by way of a Change Directive shall be determined in one of the following methods:

- .1 Estimate and acceptance in a lump sum;
- .2 Unit prices set out in the Contract or subsequently agreed upon;
- .3 Actual cost of expenditures and savings to perform the work attributable to the change plus a fixed or percentage mark-up.

.2 Delete paragraph 6.3.3 and replace with the following:

6.3.3 In the case of a change in the Work to be valued in accordance with method (.1) of paragraph 6.3.2, the Contractor shall present to the Owner for approval a detailed estimate of the costs of the Contractor and the involved Subcontractors including products, labour itemized by man hours, labour burden and the overhead and profit of each of the involved Subcontractors shown separately.

- .1 In the case of a change to be valued under methods prescribed in Paragraphs 6.3.2.2 and 6.3.2.3, the form of the presentation of costs and methods of measurement shall be agreed to by the Owner, and the Contractor before proceeding with the change.

.3 Change paragraph 6.3.4 to read:

6.3.4 When method prescribed in Paragraph 6.3.2.3 is used to determine the value of a change in the Work, the Contractor shall keep and present, in such form as the Owner may require, an itemized accounting of the actual cost of expenditures and savings together with supporting data. The cost of performing the work attributable to the Change Directive shall be limited to the actual cost of the items contained in Paragraphs 6.3.4.1 to 6.3.4.17.

.4 Delete paragraph 6.3.6 entirely and replace with the following:

6.3.6 The procedures of evaluation including applicable overhead and profit mark-up provisions for Change Directives shall be as described under GC 6.1 CHANGES IN THE WORK.

1.25 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

.1 Add new paragraph 6.4.5:

6.4.5 The Contractor confirms that, prior to bidding the Project, it has carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.14.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. 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 careful investigation undertaken prior to the submission of the bid.

1.26 GC 6.5 DELAYS

.1 Delete the period at the end of paragraph 6.5.1, and substitute the following words:

“, but excluding any consequential, indirect or special damages.”

1.27 GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

.1 Add the words “as noted in paragraph 6.6.3” after the words “of the claim” in paragraph 6.6.5.

1.28 GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

.1 Add the following new paragraphs 8.2.9, 8.2.10, 8.2.11, 8.2.12, 8.2.13, and 8.2.14.

8.2.9 Within five days of receipt of the notice of arbitration by the responding party under paragraph 8.2.6, the Contractor shall give the Owner a written notice containing:

- a) a copy of the notice of arbitration
 - b) a copy of supplementary conditions 8.2.9 to 8.2.14 of this Contract,
- and;

c) any claims or issues which the Contractor as the case may be, wishes to raise in relation to the Owner arising out of the issues in dispute in the arbitration

8.2.10 The Contractor agrees that the Owner may elect, within ten days of receipt of the notice under paragraph 8.2.9, to become a full party to the arbitration under paragraph 8.2.6 if the Owner:

- a) has a vested or contingent financial interest in the outcome of the arbitration;
- b) gives the notice of election to the Contractor before the arbitrator is appointed;
- c) agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.2.6, and,
- d) agrees to be bound by the arbitral award made in the arbitration.

8.2.11 If an election is made under paragraph 8.2.10, the Owner may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.2.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.2.12 The arbitrator in the arbitration in which the Owner has elected under paragraph 8.2.10 to become a full party may:

- a) on application of the Contractor, determine whether the Owner has satisfied the requirements of paragraph 8.2.10, and;
- b) make any procedural order considered necessary to facilitate the addition of the Owner as a party to the arbitration.

8.2.13 The provisions of paragraph 8.2.9 shall apply mutatis mutandis to written notice to be given by the Owner to any sub-consultant;

8.2.14 In the event of notice of arbitration given by the Owner to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.2.10. and is deemed to be bound by the arbitration proceeding.

1.29 GC 9.1 PROTECTION OF WORK AND PROPERTY

.1 Delete subparagraph 9.1.1.1 in its entirety and substitute new subparagraph 9.1.1.1:

9.1.1.1 errors in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.14.1.

- .2 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 the Contract Documents, or that are discoverable by applying to an inspection of the Place of the Work the degree of care and skill described in paragraph 3.14.1.

1.30 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- .1 Add to paragraph 9.2.6 after the word "responsible", the following new words: or whether any toxic or hazardous substances or materials 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,
- .2 Add "and the Owner" after the word "Contractor" in subparagraph 9.2.7.4.
- .3 Add to paragraph 9.2.8 after the word "responsible", the following new words: or that any toxic or hazardous substances or materials 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.

1.31 GC 10.1 TAXES & DUTIES

- .1 Add the following to paragraph 10.1.2:
 - .1 The Contractor must provide a detailed breakdown of additional taxes if requested by the Owner in a form satisfactory to the Owner.
 - .2 Profit and overhead shall not be included in the increase or decrease in costs incurred by the Contractor due to changes in the aforementioned taxes and duties.

1.32 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- .1 Delete from the first line of paragraph 10.2.5 the word, "The" and substitute the words:

“Subject to paragraph 3.14.1, the”.

1.33 GC 11.1 - INSURANCE

.1 Refer to paragraph 11.1.1(1): keep “Two Million (\$2,000,000.00)

1.34 GC 11.2 – CONTRACT SECURITY

.1 Add new paragraph 11.2.3:

11.2.3 The bonds shall cover payment of all obligations occurred in the event of the Contractor's default, including the following:

Payment of all legal, architectural, mechanical, electrical and structural engineering expenses incurred by the Owner in determining the extent of work executed and work still to be executed and any additional work required as a result of the interruption of the work.

Payment of additional expenses to the Owner in the form of Watchmen's services, light, heat, power, etc., payable over the period between the default of the original contract and commencement of the new contract.

1.35 GC 12.1 INDEMNIFICATION

.1 Add new clause 12.1.1.3.

12.1.1. 3. The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and 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 such period as may be prescribed by any limitation statute or the province or territory of the Place of Work.

1.36 1.37 GC 12.3 WARRANTY

.1 Delete from the first line of paragraph 12.3.2 the word, “The” and substitute the words:

"Subject to paragraph 3.14.1, the...”.

.2 Add the following to GC 12.3.3:

"The term "defect" shall not be construed as embracing such imperfections as would naturally follow misuse, failure to perform recommended maintenance, accident, or the wear and tear of normal use.

Generally, any manufactured item or material, which when used as directed, must be capable of such use for the duration of the specified warranty period. Failure to comply with this requirement shall be considered as being a "defect". The costs of investigations, tests, repairs and/or replacement and the making good of any resulting damage shall be borne by the Contractor. The Contractor shall be responsible to see that all required work is performed without undue delay.

The carrying out of the replacement work and making good of defects shall be executed at such times as convenient with the Owner, which may entail overtime work on the part of the Contractor. The Owner shall give notice of observed defects promptly. Additional charges for overtime work in this regard must be borne by the Contractor. Prior to the expiry of the Warranty Period the Owner reserves the right to carry out a detailed and exhaustive inspection of the building with regard to all work carried out under the terms of this contract and the Contractor shall be required to make good the defective or unsatisfactory materials and/or workmanship observed."

.3 Add new paragraphs 12.3.7, 12.3.8, 12.3.9 and 12.3.10:

12.3.7 If extended warranties in excess of one year are required elsewhere in the Contract Documents, the provision of this article shall also apply for such extended periods.

12.3.8 Any material or equipment requiring excessive servicing during the warranty period (or free maintenance period if applicable) shall be considered defective and the warranty (or free maintenance period) shall be deemed to take effect from the time that the defect has been corrected so as to cause excessive servicing to terminate.

12.3.9 The Contractor shall make good in a permanent manner, satisfactory to the Owner, any and all damage to the work both during construction and during the period of warranty as aforesaid. The Contractor shall commence repairs on any work identified as defective within 48 hours or receipt of notice from the Owner.

12.3.10 The decision of the Owner shall be final as to the necessity for repairs or for work to be done under this Section.

End of Supplementary General Conditions

5.0 General Requirements

Summary of Work
Request for Information
Project Management and Coordination
Construction Progress Documentation
Submittal Procedures
Regulatory Requirements
Quality Control
Construction Facilities
Temporary Barriers and Enclosures
Common Product Requirements
Safety Requirements
Execution Requirements
Cleaning
Construction Waste Management and Disposal
Closeout Procedures
Closeout Submittals
Demolition
Rough Carpentry

5.1 Summary of Work

5.1.1 Work Covered by Contract Documents

5.1.1.1 Supply of all labour, material, equipment and services to complete the work, in accordance with the Specifications and Drawings (if applicable) for the Shingled Roofs at various properties.

5.1.2 Location of Site

5.1.2.1 The Work of this Contract is located at various Peterborough Housing Corporation properties including:

- 5.1.2.1.1** **2032, 2038, 2042 Pratts Marina Rd, Selwyn ON, K0L2H**
- 5.1.2.1.2** **665 Crawford Rd, Peterborough ON, K9J7H3**
- 5.1.2.1.3** **850 Fairbairn St, Peterborough ON K9H6C1**

5.1.3 Permits and Approvals

- 5.1.3.1** Comply with the requirements of the City of Peterborough.
- 5.1.3.2** Comply with the City of Peterborough Bylaws.
- 5.1.3.3** Obtain and pay for all necessary permits and licenses required to complete the work.

5.1.4 Site Access

- 5.1.4.1** Access to the site to be arranged by the Owner.
- 5.1.4.2** Provide secure construction fencing and/or temporary hoarding as specified and where directed by the Owner. Do not impede exits and entrances.
- 5.1.4.3** Include for all on and off-site storage and staging as required, site storage and marshalling areas are limited. Coordinate with the Peterborough Housing Corporation staff for access and location of storage.

5.1.5 Contractor Traffic Route

- 5.1.5.1** Commercial motor vehicles are defined as any heavy equipment, tractor trailers, cranes, any vehicle towing a trailer, and delivery type trucks larger than cube vans.
- 5.1.5.2** Maintain fire department access/control.
- 5.1.5.3** Maintain access for owner's employees and visitors.
- 5.1.5.4** Comply with City of Peterborough bylaws for street access.

5.1.6 Work Sequence

- 5.1.6.1** Construct Work continuously.

5.1.7 Contractors Use of Premises

- 5.1.7.1** Contractor has restricted use of designated areas of the site until Substantial Performance, in accordance with Peterborough Housing Corporation scheduling and access arrangements.
- 5.1.7.2** No inside work is anticipated, however provide minimum 48 hours' notice prior to carrying any disruptive work inside the buildings and obtain Owner's approval prior to proceeding. All works to occupied areas are to be at premium rate for after hours and weekend working.
- 5.1.7.3** Include for all work which cause vibrations, noises or any disruptions to Owner's ongoing work inside the facility, to be completed after hours as follows or to suit local by-laws: Monday-Friday 5.00 pm to 8.00 am, Saturday-Sunday 12.00 am to 11:59 pm. Include for all noisy works at premium rate.

5.1.8 References and Codes

- 5.1.8.1** Perform Work in accordance with Ontario Building Code (OBC), National Fire Code of Canada (NFC), the Canadian

Electrical Code CSA C22.1-15, and other codes of provincial or local application provided that in case of conflict or discrepancy, more stringent requirements apply.

5.1.8.2 Meet or exceed requirements of:

- 5.1.8.2.1 Contract documents.
- 5.1.8.2.2 Specified standards, codes and referenced documents.

5.1.9 Engineer Design

- 5.1.9.1** Where specifications require work to be designed by an engineer, engage an engineer licensed in the Province of Ontario to design such work.

5.1.10 Hazardous Material Discovery

- 5.1.10.1** Refer to Designated Substances reports provided by the Owner for known hazardous materials and designated substances.
- 5.1.10.2** Should any other material not identified in the above referenced report material and resembling asbestos or other hazardous substances be encountered in course of demolition work, immediately stop work and notify the Owner.

5.1.11 Building Smoking Environment

- 5.1.11.1** Smoking is prohibited in all workplaces within the Owner's buildings and on Peterborough Housing Corporation property.

5.1.12 Special Conditions

- 5.1.12.1** The building will be fully occupied by residents and by Peterborough Housing Corporation Staff during the completion of this contract. Extreme care must be taken to ensure their safety.
- 5.1.12.2** All existing surfaces and finishes are to be repaired wherever damaged during the course of the Work.

5.1.13 Site Security

- 5.1.13.1** Contractor to adhere to all Peterborough Housing Corporation security requirements while on site.

5.1.14 Protection of Drawings and Resources

- 5.1.14.1** Copyright of electronic document belongs to the Owner. Electronic documents may not be forwarded to others, transmitted, downloaded or reproduced in any format, whether print or electronic, without the express, written permission of the copyright Owner.
- 5.1.14.2** Drawings, specifications and other contract related documents which are posted on Contractor controlled websites for access by sub-trades and suppliers, shall be posted only on password protected and secure websites approved by the Owner to limit access to those with an expressed interest in the Project.
- 5.1.14.3** Provide Owner with access to such websites as noted above.

5.1.15 "By Others"

- 5.1.15.1** The term "by others" where it is used in the contract documents means that work shown or described in the contract documents and labeled with this designation is not included in the specific sub-trade's scope

5.1.16 PRODUCTS

- 5.1.16.1** Not Used

5.1.17 EXECUTION

- 5.1.17.1** Not Used

5.2 Request for Information (RFI)

5.2.1 General

- 5.2.1.1** Conform to the 6.0 General Requirements.

5.2.2 Request for Information (RFI)

- 5.2.2.1** A request for information (RFI) is a formal process used during the Work to obtain an interpretation of the Contract Documents or to obtain additional information.
 - 5.2.2.1.1** An RFI shall not constitute notice of claim for a delay.

5.2.3 Submittal Procedures

- 5.2.3.1** Make submittals in accordance with Section 5.5 – Submittal Procedures.

5.2.3.1.1 Number RFI's consecutively in one sequence in order submitted, in numbering system as established by the Contractor.

5.2.3.2 Submit one distinct subject per RFI form. Do not combine unrelated items on one form.

5.2.3.3 RFI form:

5.2.3.3.1 Submit RFI's to the Owner on approved "Request for Information" form. The Owner shall not respond to an RFI except as submitted on this form.

5.2.3.3.2 Where RFI form does not have sufficient space to provide complete thereon, attach additional sheets as required.

5.2.3.3.3 Submit with RFI form all necessary supporting documentation.

5.2.3.4 RFI log:

5.2.3.4.1 Maintain log of RFI's sent to and responses received from the Owner, complete with corresponding dates.

5.2.3.4.2 Submit updated log of RFI's at each construction meeting and with each application for payment submission.

5.2.3.5 Submit RFI's sufficiently in advance of affected parts of the Work so as not to cause delay in the performance of the Work. Costs resulting from failure to do so will not be paid by the Owner.

5.2.3.6 Only the Contractor shall submit RFI's to the Owner.

5.2.3.7 RFI's submitted by Subcontractors or Suppliers directly to the Owner will not be accepted.

5.2.4 Screening of RFI's

5.2.4.1 Contractor shall satisfy itself that an RFI is warranted by undertaking a thorough review of the Contract Documents to determine that the claim, dispute, or other matters in question relating to the performance of the Work or the Interpretation of the Contract Documents cannot be resolved by direct reference to the Contract Documents. Contractor shall describe in detail this review on the RFI form as part of the RFI submission.

5.2.4.2 RFI submittals that lack such detailed review description, or where the detail provided is, in the opinion of the Owner, insufficient, shall not be reviewed by the Owner and shall be rejected.

5.2.5 Response to RFI's

5.2.5.1 The Owner shall review RFI's from the Contractor submitted in accordance with this section with the following understandings:

5.2.5.1.1 Owner's response shall not be considered as a Change Order or Change Directive, nor does it authorize changes in the Contract Price or Contract Time or changes in the Work.

5.2.5.1.2 Only the Owner shall respond to RFI's. Responses to RFI's received from entities other than the Owner shall not be considered.

5.2.6 Response Timing

5.2.6.1 Allow 5 Working Days for review of each RFI by the Owner.

5.2.6.2 The Owner's review of RFI commences on date of receipt of RFI submission by the Owner from Contractor and extends to date RFI returned by the Owner.

5.2.6.3 When the RFI submission is received by the Owner before noon, review period commences that day. When RFI submittal is received by the Owner after noon, review period begins on the next Working Day.

5.2.6.4 If, at any time, the Contractor submits a large enough number of RFI's or the Owner considers the RFI to be of such complexity that the Owner cannot process these RFI's within 5 Working Days, the Owner will confer with the Contractor within 3 Working Days of receipt of such RFI's, and the Owner and the Contractor will jointly prepare an estimate of the time necessary for processing same as well as an order of priority among the RFI's submitted. The Contractor shall accommodate such necessary time at no increase in the Contract Time and at no additional cost to the Owner.

5.2.7 PRODUCTS

5.2.7.1 Not Used

5.2.8 EXECUTION

5.2.8.1 Not Used

5.3 Project Management and Coordination

5.3.1 General

5.3.1.1 Conform to the 6.0 General Requirements.

5.3.2 Project Meetings

5.3.2.1 The Contractor will arrange project meetings and assume responsibility for setting times and recording and distributing minutes.

5.3.2.2 Project meetings shall be held bi-weekly.

5.3.2.3 Meeting minutes shall be distributed to all parties within three days of the meeting.

5.3.2.4 Attendees at project meetings shall include at a minimum; Owner, Engineer, Contractor Project Manager, and Site Superintendent and major subcontractors.

5.3.3 Safety Meetings

5.3.3.1 Conduct monthly contractor safety committee meetings.

5.3.3.2 Conduct weekly toolbox talks.

5.3.4 On-Site Documents

5.3.4.1 Maintain at job site, one copy each of the following:

5.3.4.1.1 **Contract drawings.**

5.3.4.1.2 **Specifications.**

5.3.4.1.3 **Addenda.**

5.3.4.1.4 **Reviewed shop drawings.**

5.3.4.1.5 **Requests for Information (RFI's)**

5.3.4.1.6 **Change orders.**

5.3.4.1.7 **Other modifications to Contract.**

5.3.4.1.8 **Field test reports.**

5.3.4.1.9 **Copy of approved Work schedule.**

5.3.4.1.10 **Manufacturers' installation and application instructions.**

5.3.4.1.11 **Health and Safety Plan and Other Safety Related Documents.**

5.3.4.1.12 **Other documents as specified.**

5.3.5 Schedules

5.3.5.1 Submit a construction progress schedule to the Owner within 10 working days of the Contract award and at least 10 working days prior to the submission of the first progress claim. The construction progress schedule must show anticipated progress stages and final completion of the work within the time periods required by the Contract documents.

5.3.5.2 During progress of Work revise and resubmit as directed by the Owner.

5.3.5.3 The current project schedule shall be tabled at each regular site meeting.

5.3.6 Requests for Information (RFI's)

5.3.6.1 Refer to Section 5.2 – Requests for Information

5.3.7 Closeout Procedures

5.3.7.1 Notify the Owner when Work is considered ready for Substantial Performance.

5.3.7.2 Accompany the Owner on preliminary inspection to determine items listed for completion or correction.

5.3.7.3 Comply with the Owner's instructions for correction of items of Work listed in executed certificate of Substantial Performance.

5.3.7.4 Notify the Owner of instructions for completion of items of Work determined in the Owner's final inspection.

5.3.8 Cost Breakdown

5.3.8.1 Submit a detailed cost breakdown to the Owner at least ten (10) working days prior to the submission of the first progress claim. After approval by the Owner the cost breakdown will be used as basis for progress payment.

5.3.9 PRODUCTS

5.3.9.1 Not Used

5.3.10 EXECUTION

5.3.10.1 Not Used

5.4 Construction Progress Documentation

5.4.1 Submittals

5.4.1.1 Make submittals in accordance with Section 5.5 – Submittal Procedures.

5.4.2 Schedules Required

5.4.2.1 Submit schedules as follows:

- 5.4.2.1.1 Construction Progress Schedule.
- 5.4.2.1.2 Submittal Schedule for Shop Drawings and Product Data.
- 5.4.2.1.3 Submittal Schedule for Samples.
- 5.4.2.1.4 Product Delivery Schedule.
- 5.4.2.1.5 Shutdown or closure activity.

5.4.3 Format

- 5.4.3.1 Prepare schedule in form of a horizontal bar chart using Microsoft Project 2010 or later.
- 5.4.3.2 Provide a separate bar for each major item of work, trade or operation.
- 5.4.3.3 Split horizontally for projected and actual performance.
- 5.4.3.4 Provide horizontal time scale identifying first work day of each week.
- 5.4.3.5 Format for listings: chronological order of start of each item of work.
- 5.4.3.6 Identification of listings: By Systems description.

5.4.4 Submission

- 5.4.4.1 Submit initial format of schedules within 15 working days after award of Contract.
- 5.4.4.2 Submit schedules in electronic format, by email as PDF files.
- 5.4.4.3 The Owner will review schedule and return review copy within 10 days after receipt.
- 5.4.4.4 Resubmit finalized schedule within 7 days after return of review copy.
- 5.4.4.5 Submit revised progress schedule with each application for payment.
- 5.4.4.6 Distribute copies of revised schedule to:
 - 5.4.4.6.1 Job site office.
 - 5.4.4.6.2 Subcontractors.
 - 5.4.4.6.3 Other concerned parties.
 - 5.4.4.6.4 Instruct recipients to report to Contractor within 10 days, any problems anticipated by timetable shown in schedule.
- 5.4.4.7 Table current and up to date schedule at each regular site meeting.

5.4.5 Critical Patch Scheduling

- 5.4.5.1 Include complete sequence of construction activities.
- 5.4.5.2 Schedules shall represent a practical plan to complete the work within the Contract period and shall convey the plan to

execute the work. Schedules as developed shall show the sequence and interdependencies of activities required for complete performance of the work.

5.4.5.3 The submittal of schedules shall be understood to be the Contractor's representation that the schedule meets the requirements of the Contract Documents and that the work will be executed in the sequence and duration indicated in the schedule.

5.4.5.4 Failure to include any element of work required for performance of the Contract or failure to properly sequence the work shall not excuse the Contractor from completing all work within the Contract Time.

5.4.5.5 All schedules shall be developed utilizing industry standard 'best practices' including, but not limited to:

5.4.5.5.1 No open-ended activities.

5.4.5.5.2 No use of constraints other than those defined in the Contract Documents without the prior approval of the Owner.

5.4.5.5.3 No negative leads or lags.

5.4.5.5.4 No excessive leads or lags without prior justification and approval from the Owner.

5.4.5.5.5 For individual schedule construction activities, do not exceed 14 days in duration without prior approval of the Owner. Subdivide activities exceeding 14 days in duration to an appropriate level.

5.4.5.5.6 Sufficiently describe schedule activities to include what is to be accomplished in each work area. Express activity durations in whole days. Clearly define work that is to be performed by subcontract.

5.4.5.5.7 Create the schedule in conformance with the work-hours and constraints set forth in these Contract Documents.

5.4.5.6 Include dates for commencement and completion of each major element of construction as follows.

5.4.5.6.1 Shop drawings

5.4.5.6.2 Product lead times

5.4.5.6.3 Demolition - each roof

5.4.5.6.4 Roof replacement - each roof

5.4.5.6.5 Mechanical removals/ replacements

5.4.5.6.6 Allowance for poor weather

5.4.5.6.7 Substantial completion

5.4.5.7 Show projected percentage of completion of each item as of first day of month.

5.4.5.8 Indicate progress of each activity to date of submission schedule.

5.4.5.9 Show changes occurring since previous submission of schedule:

- 5.4.5.9.1 Major changes in scope.
- 5.4.5.9.2 Activities modified since previous submission.
- 5.4.5.9.3 Revised projections of progress and completion.
- 5.4.5.9.4 Other identifiable changes.

5.4.5.10 Provide a narrative report to define:

- 5.4.5.10.1 Problem areas, anticipated delays, and impact on schedule.
- 5.4.5.10.2 Corrective action recommended and its effect.
- 5.4.5.10.3 Effect of changes on schedules of other prime contractors.

5.4.6 Submittals Schedule

- 5.4.6.1.1 Include schedule for submitting shop drawings, product data, and samples. Indicate manufacture and delivery lead times into the shop drawing submittal schedule.
- 5.4.6.1.2 Indicate dates for submitting, review time, resubmission time, and last date for meeting fabrication schedule.

5.4.7 PRODUCTS

- 5.4.7.1 Not Used

5.4.8 EXECUTION

- 5.4.8.1 Not Used

5.5 Submittal Procedures**5.5.1 General**

- 5.5.1.1 Conform to the requirements of Division 1.

5.5.2 Administrative

- 5.5.2.1 Submit to the Owner submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time and no claim for extension by reason of such default will be allowed.
- 5.5.2.2 Work affected by submittal shall not proceed until review is complete.

- 5.5.2.3** Present shop drawings, product data, samples and mock-ups in metric units.
- 5.5.2.4** Review submittals prior to submission to the Owner. 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 Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.
- 5.5.2.5** Notify the Owner in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- 5.5.2.6** Verify field measurements and affected adjacent work are coordinated.
- 5.5.2.7** Contractor's responsibility for errors and omissions in submission is not relieved by Owner's review.
- 5.5.2.8** Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by the Owner's review.
- 5.5.2.9** Keep one reviewed copy of each submission on site.

5.5.3 Requests for Information (RFI's)

- 5.5.3.1.1** Refer to Section 5.2 – Requests for Information

5.5.4 Shop Drawings and Product Data

- 5.5.4.1** The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided to illustrate details of a portion of Work.
- 5.5.4.2** Coordinate each submission with requirements of work and Contract Documents. Individual submissions will not be reviewed until all related information is available.
- 5.5.4.3** Submit shop drawings bearing stamp and signature of qualified professional Engineer registered or licensed in the Province of Ontario where required by the individual specification sections. Each submittal and each resubmittal must bear the stamp of the Engineer
- 5.5.4.4** Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent

items will be supplied and installed. Indicate cross references to design drawings and specifications.

- 5.5.4.5** Allow ten (10) days for the Owner's review of each submission.
- 5.5.4.6** Adjustments made on shop drawings by the Owner are not intended to change Contract Price. If adjustments affect value of Work, state such in writing to the Owner prior to proceeding with Work.
- 5.5.4.7** Make changes in shop drawings as the Owner may require, consistent with Contract Documents. When resubmitting, notify the Owner in writing of revisions other than those requested.
- 5.5.4.8** Accompany submissions with transmittal letter containing:
 - 5.5.4.8.1 Date.
 - 5.5.4.8.2 Project title and number.
 - 5.5.4.8.3 Contractor's name and address.
 - 5.5.4.8.4 Identification and quantity of each shop drawing, product data and sample.
 - 5.5.4.8.5 Other pertinent data.
- 5.5.4.9** Submissions shall include:
 - 5.5.4.9.1 Date and revision dates.
 - 5.5.4.9.1.1 Project title and number.
 - 5.5.4.9.1.2 Name and address of:
 - 5.5.4.9.1.2.1 Subcontractor.
 - 5.5.4.9.1.2.2 Supplier.
 - 5.5.4.9.1.2.3 Manufacturer.
 - 5.5.4.9.1.3 Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - 5.5.4.9.1.4 Details of appropriate portions of Work as applicable:
 - 5.5.4.9.1.4.1 Fabrication.
 - 5.5.4.9.1.4.2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - 5.5.4.9.1.4.3 Setting or erection details.
 - 5.5.4.9.1.4.4 Capacities.
 - 5.5.4.9.1.4.5 Performance characteristics.
 - 5.5.4.9.1.4.6 Standards.
 - 5.5.4.9.1.4.7 Relationship to adjacent work.
 - 5.5.4.9.1.4 Details of appropriate portions of Work as applicable:
 - 5.5.4.9.1.4.1 Fabrication.
 - 5.5.4.9.1.4.2 Layout, showing dimensions, including identified field dimensions, and clearances.
 - 5.5.4.9.1.4.3 Setting or erection details.
 - 5.5.4.9.1.4.4 Capacities.
 - 5.5.4.9.1.4.5 Performance characteristics.
 - 5.5.4.9.1.4.6 Standards.
 - 5.5.4.9.1.4.7 Relationship to adjacent work.
- 5.5.4.10** After the Owner's review, distribute copies.
- 5.5.4.11** Submit one electronic copy in PDF format of shop drawings for each requirement requested in specification Sections and as the Owner may reasonably request.

- 5.5.4.12** Submit electronic copy in PDF format of product data sheets or brochures for requirements requested in Specification Sections and as requested by the Owner where shop drawings will not be prepared due to standardized manufacture of product.
- 5.5.4.13** Delete information not applicable to project.
- 5.5.4.14** Supplement standard information to provide details applicable to project.
- 5.5.4.15** If upon review by the Owner, no errors or omissions are discovered or if only minor corrections are made, copies will be returned and fabrication and installation of Work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of Work may proceed.
- 5.5.4.16** The review of shop drawings by the Owner is for sole purpose of ascertaining conformance with general concept.
 - 5.5.4.16.1** This review shall not mean that the Owner approves detail design inherent in shop drawings, responsibility for which shall remain with Contractor submitting same, and such review shall not relieve Contractor of responsibility for errors or omissions in shop drawings or of responsibility for meeting requirements of construction and Contract Documents.
 - 5.5.4.16.2** Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for co-ordination of Work of sub-trades.

5.5.5 Samples

- 5.5.5.1** Submit for review samples as requested in respective specification Sections. Label samples with origin, manufacturer, product information, applicable specification section, and intended use.
- 5.5.5.2** Notify the Owner in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- 5.5.5.3** Where colour, pattern or texture is criterion, submit full range of manufacturer's samples.
- 5.5.5.4** Adjustments made on samples by the Owner are not intended to change Contract Price. If adjustments affect value

of Work, state such in writing to the Owner prior to proceeding with Work.

5.5.5.5 Make changes in samples which the Owner may require, consistent with Contract Documents.

5.5.5.6 Reviewed and accepted samples will become standard of workmanship and material against which installed Work will be verified.

5.5.6 Certificates and Transcripts

5.5.6.1 Submit Workers' Compensation Board status.

5.5.7 PRODUCTS

5.5.7.1 Not Used

5.5.8 EXECUTION

5.5.8.1 Not Used

5.6 Regulatory Requirements

5.6.1 General

5.6.1.1 Conform to the 6.0 General Requirements.

5.6.2 References

5.6.2.1 Perform Work in accordance with the Ontario Building Code Act, O. Reg. 332/12, the Ontario Building Code (OBC) including all Supplements and other codes of provincial or local regulation provided that in case of conflict or discrepancy, more stringent requirements apply.

5.6.2.2 Where a material is designated in the Contract Documents for a certain application, unless otherwise specified, that material shall conform to standards designated in the Code. Similarly, unless otherwise specified, installation methods and standards of workmanship shall also conform to standards invoked by the aforementioned Code.

5.6.2.3 Meet or exceed requirements of:

5.6.2.3.1 Contract documents.

5.6.2.3.2 Specified standards, codes and referenced documents.

5.6.2.3.3 Manufacturer's instructions.

5.6.2.3.4 Where requirements of Contract Documents exceed Code requirements provide such additional requirements.

5.6.2.4 Where the Building Code or the Contract Documents do not provide all information necessary for complete installation of an item, then the manufacturer's instructions for first quality workmanship shall be strictly complied with.

5.6.3 Owner's Regulations

5.6.3.1 Conform to requirements, regulations and procedures of the Owner.

5.6.4 Standards and Definitions

5.6.4.1 Where a reference is made to specification standards produced by various organizations, conform to latest edition of standards, as amended and revised to date of Contract.

5.6.4.2 Have a copy of each specified standard which relates to your work available on the site to be produced immediately on the Owner's request.

5.6.4.3 Where a standard designates authorities such as the "Engineer", the "Owner" (when used in a sense other than that defined in the General Conditions) the "Purchaser" or some other such designation, these designations shall be taken to mean the Owner.

5.6.4.4 Wherever the words "acceptable", "approved", "satisfactory", "selected", "directed", "inspected", "instructed", "required", "submit", or similar words or phrases are used in standards or elsewhere in the Contract Documents, it shall be understood that they mean, unless the context provides otherwise, "acceptable to the Owner", "approved by the Owner", "satisfactory to the Owner", "selected by the Owner", "directed by the Owner", "inspected by the Owner", "instructed by the Owner", "required by the Owner" and "submit to the Owner".

5.6.5 Designated Substances

5.6.5.1 Known designated substances are identified in the Designated Substance Report.

5.6.5.2 Stop work immediately when material resembling asbestos, mould or any other designated substance which is not identified in the Designated Substance Report is encountered during the course of the work. Notify the Owner immediately.

- 5.6.5.3** The Owner will arrange for independent testing of suspected designated substances and removal of such substances encountered on the site during the course of the work which are not identified in the Designated Substance Report.

5.6.6 Hazardous Materials

- 5.6.6.1** Definition: "Hazardous Material" is material, in any form, which by its nature, may be flammable, explosive, irritating, corrosive, poisonous, or may react violently with other materials, if used, handled or stored improperly. Included are substances prohibited, restricted, designated or otherwise controlled by law.
- 5.6.6.2** Hazardous Materials will not be introduced for experimental or any other use prior to being evaluated for hazards.
- 5.6.6.3** Make known to the Owner those hazardous materials or designated substances intended to be used in the workplace and receive permission to use before introducing to the Owner's property.
- 5.6.6.4** MSDS for all materials brought to the Place of Work.
- 5.6.6.5** Many common construction materials such as asbestos pipe and various insulations are designated substances and shall not be used under any circumstances. Such materials are banned from the Owner's facilities.

5.6.7 Access for Inspection and Testing

- 5.6.7.1** Cooperate fully with and provide assistance to, all outside authorities including Building Inspectors, utilities, testing agencies, engineers and consultants, with the inspection of the Work.

5.6.8 Other Regulatory Requirements

- 5.6.8.1** Conform to the requirements of the Ontario Ministry of Transportation, Regional and Local authorities regarding transportation of materials.
- 5.6.8.2** Conform to the requirements of the Ontario Ministry of the Environment.
- 5.6.8.3** Conform to the requirements of the Ontario Ministry of Labour.
- 5.6.8.4** Conform to all applicable local by-laws, regulations and ordinances.

5.6.9 PRODUCTS

5.6.9.1 Not Used**5.6.10 EXECUTION****5.6.10.1 Not Used****5.7 Quality Control****5.7.1 General****5.7.1.1 Conform to the 6.0 General Requirements.****5.7.2 Inspection****5.7.2.1 Contractor is responsible for Quality Control (QC).****5.7.2.2 Allow Owner access to Work. If part of Work is in preparation at locations other than Place of Work, allow access to such Work whenever it is in progress.****5.7.2.3 Give timely notice requesting inspection if Work is designated for special tests, inspections or approvals by the Owner's instructions, or law of Place of Work.****5.7.2.4 If Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have inspections or tests satisfactorily completed and make good such Work.****5.7.2.5 The Owner will order part of Work to be examined if Work is suspected to be not in accordance with Contract Documents. If, upon examination such work is found not in accordance with Contract Documents, correct such Work and pay cost of examination and correction. If such Work is found in accordance with Contract Documents, Owner shall pay cost of examination and replacement.****5.7.3 Manufacturer Review****5.7.3.1 Manufacturer will send qualified individuals to review the installation of the roof and ensure that it complies with warranty. Individuals shall attend the site min 3 times a week for such review.****5.7.3.2 Provide equipment required for executing review and testing by manufacturer.****5.7.3.3 Ongoing Manufacturer Review does not relax responsibility to perform Work in accordance with Contract Documents.****5.7.3.4 If defects are revealed during review and/or testing, appointed individual will alert the Owner and request additional assistance from manufacture support team to**

ascertain full degree of defect. Correct defect and irregularities as advised by the Owner at no cost to the Owner. Pay costs for retesting and re-inspection.

5.7.4 Access to Work

- 5.7.4.1** Allow manufacturer review team access to Work.
- 5.7.4.2** Co-operate to provide reasonable facilities for such access.

5.7.5 Procedures

- 5.7.5.1** Notify the Owner 48 hours in advance of requirement for tests, in order that attendance arrangements can be made.
- 5.7.5.2** Submit samples and/or materials required for testing, as specifically requested in specifications. Submit with reasonable promptness and in orderly sequence to not cause delays in Work.
- 5.7.5.3** Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples

5.7.6 Rejected Work

- 5.7.6.1** Remove defective Work, whether result of poor workmanship, use of defective products or damage and whether incorporated in Work or not, which has been rejected by the Owner as failing to conform to Contract Documents. Replace or re-execute in accordance with Contract Documents.
- 5.7.6.2** If in opinion of the Owner it is not expedient to correct defective Work or Work not performed in accordance with Contract Documents, the Owner will deduct from Contract Price difference in value between Work performed and that called for by Contract Documents, amount of which will be determined by the Owner.

5.7.7 Reports

- 5.7.7.1** Manufacturer review team will submit weekly reports to the Owner.

5.7.8 Contractors Responsibilities

- 5.7.8.1** Contractor is responsible for the execution of the Construction Quality Plan and is to pay all costs for the execution of the Construction Quality Plan. Designate an

experienced site representative for carrying out the Construction Quality Plan.

5.7.9 PRODUCTS

5.7.9.1 Not Used

5.7.10 EXECUTION

5.7.10.1 Not Used

5.8 Construction Facilities

5.8.1 General

5.8.1.1 Conform to the 6.0 General Requirements.

5.8.2 References

5.8.2.1 Canadian Standards Association (CSA International)

5.8.2.2 CAN/CSA Z321-96 (R2006), Signs and Symbols for the Workplace

5.8.3 Installation and Removal

5.8.3.1 Provide construction facilities in order to execute work expeditiously.

5.8.3.2 Remove from site all such work after use.

5.8.4 Hoisting

5.8.4.1 Provide, operate and maintain hoists and cranes required for moving of workers, materials and equipment. Make financial arrangements with Subcontractors for use thereof.

5.8.4.2 Hoists and cranes shall be operated by qualified operator.

5.8.5 Site Storage/Loading

5.8.5.1 Confine the work and the operations of employees to limits described by the Owner's representative.

5.8.5.2 There is limited space available on site for material storage and lay-down areas. Hoisting of materials will be required from remote parking areas and driveways.

5.8.5.3 Do not unreasonably encumber the site and premises with products.

5.8.5.4 All deliveries to the site must be scheduled so that there will be minimal onsite storage. Deliveries through areas open to the public must be approved by the Owner's Representative and timed for minimum disruption. Provide any necessary protection/shoring as required.

5.8.5.5 Do not load or permit to load any part of Work with a weight or force that will endanger the Work.

5.8.6 Construction Parking

5.8.6.1 Parking will be permitted on site at areas designated by the Owner provided it does not disrupt performance of Work or ongoing Owner's operations.

5.8.6.2 Provide and maintain adequate access to project site.

5.8.6.3 If authorized to use existing roads for access to project site, maintain such roads for duration of Contract and make good damage resulting from Contractors' use of roads.

5.8.7 Offices

5.8.7.1 Space for onsite office will not be provided.

5.8.8 Equipment, Tool and Material Storage

5.8.8.1 Provide and maintain, in a clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.

5.8.8.2 Locate materials not required to be stored in weatherproof sheds on site in a manner to cause least interference with work activities.

5.8.9 Sanitary Facilities

5.8.9.1 Provide sanitary facilities for work force in accordance with governing regulations and ordinances.

5.8.9.2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition.

5.8.10 Construction Signage

5.8.10.1 Direct requests for approval to erect a Contractor signboard to the Owner.

- 5.8.10.2** Signs and notices for safety and instruction shall be in English. Graphic symbols shall conform to CAN/CSA Z321-96 (R2006).
- 5.8.10.3** Post "Construction Zone" signage outside barrier and entrance to all work areas.
- 5.8.10.4** Maintain approved signs and notices in good condition for duration of project and dispose of off-site on completion of project.
- 5.8.10.5** Install signage to direct site traffic and deliveries to the Construction work areas.
- 5.8.10.6** Post signage in public areas as required to alert to overhead danger.

5.8.11 PRODUCTS

- 5.8.11.1** Not Used

5.8.12 EXECUTION

- 5.8.12.1** Not Used

5.9 Temporary Barrier and Enclosures

5.9.1 General

- 5.9.1.1** Conform to the 6.0 General Requirements.

5.9.2 Installation and Removal

- 5.9.2.1** Provide temporary controls in order to execute Work expeditiously.
- 5.9.2.2** Remove from site all such work after use.

5.9.3 Hoarding

- 5.9.3.1** Erect temporary site enclosure using new solid plywood hoarding, minimum 1.8 metres high. Provide gates as necessary. Maintain hoarding in good repair.

5.9.4 Guard Rails and Barricades

- 5.9.4.1** Provide secure, rigid guard rails and barricades around perimeter of roofs.
- 5.9.4.2** Provide as required by governing authorities.

5.9.5 Weather Enclosures

- 5.9.5.1** Provide secure and weather tight closures to unfinished openings in roofs.
- 5.9.5.2** Design enclosures to withstand wind pressure and snow loading.
- 5.9.5.3** Design enclosures to meet Owner's security requirements.

5.9.6 Dust Tight Screens

- 5.9.6.1** Provide dust tight screens or partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
- 5.9.6.2** Maintain and relocate protection until such work is complete.

5.9.7 Access to Site

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

5.9.8 Public Traffic Flow

- 5.9.8.1** Provide and maintain competent signal flag operators, traffic signals, barricades and flares, lights, or lanterns as required to perform Work and protect the public.

5.9.9 Fire Routes

- 5.9.9.1** Maintain access to property including overhead clearances for use by emergency response vehicles.

5.9.10 Protection for Off Site and Public Property

- 5.9.10.1** Protect surrounding private and public property from damage during performance of Work.
- 5.9.10.2** Be responsible for damage incurred.

5.9.11 Protection of Building Finishes

- 5.9.11.1** Provide protection for finished and partially finished building finishes and equipment during performance of Work.
- 5.9.11.2** Provide necessary screens, covers, and hoardings.
- 5.9.11.3** Confirm with the Owner locations and installation schedule 3 days prior to installation.
- 5.9.11.4** Be responsible for damage incurred due to lack of or improper protection.

5.9.12 PRODUCTS

5.9.12.1 Not Used

5.9.13 EXECUTION

5.9.13.1 Not Used

5.10 Common Product Requirements

5.10.1 General

5.10.1.1 Conform to the 6.0 General Requirements.

5.10.2 Quality

5.10.2.1 Products, materials, equipment and articles 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.

5.10.2.2 Defective products, whenever identified prior to completion of Work, 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.

5.10.2.3 Should any dispute arise as to quality or fitness of products, decision rests strictly with the Owner based upon requirements of Contract Documents.

5.10.2.4 Unless otherwise indicated in specifications, maintain uniformity of manufacture for any particular or like item throughout building.

5.10.3 Availability

5.10.3.1 Review product delivery requirements and anticipate foreseeable supply delays for any items. If delays in supply of products are foreseeable, notify the Owner of such, in order that substitutions or other remedial action may be authorized in ample time to prevent delay in performance of Work.

5.10.3.2 In event of failure to notify the Owner at commencement of Work and should it subsequently appear that Work may be delayed for such reason, the Owner reserves right to substitute more readily available products of similar character, at no increase in Contract Price or Contract Time.

5.10.4 Storage, Handling and Protection

- 5.10.4.1** Handle and store products in manner to prevent damage, adulteration, deterioration and soiling and in accordance with manufacturer's instructions when applicable.
- 5.10.4.2** Store packaged or bundled products in original and undamaged condition with manufacturer's seal and labels intact. Do not remove from packaging or bundling until required in Work.
- 5.10.4.3** Store products subject to damage from weather in weatherproof enclosures.
- 5.10.4.4** Remove and replace damaged products at own expense and to satisfaction of the Owner.
- 5.10.4.5** Touch up damaged factory finished surfaces to the Owner's satisfaction. Use touch up materials to match original. Do not paint over name plates.

5.10.5 Transportation

- 5.10.5.1** Pay costs of transportation of products required in performance of Work.

5.10.6 Manufacturer's Instructions

- 5.10.6.1** Unless otherwise indicated in specifications, install or erect products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with products. Obtain written instructions directly from manufacturers.
- 5.10.6.2** Notify the Owner in writing, of conflicts between specifications and manufacturer's instructions, so that the Owner may establish course of action.
- 5.10.6.3** Improper installation or erection of products, due to failure in complying with these requirements, authorizes the Owner to require removal and re installation at no increase in Contract Price or Contract Time.

5.10.7 Quality of Work

- 5.10.7.1** Ensure Quality of Work is of highest standard, executed by workers experienced and skilled in respective duties for which they are employed.
- 5.10.7.2** Immediately notify the Owner if required Work is such as to make it impractical to produce required results.

5.10.7.3 Do not employ anyone unskilled in their required duties. The Owner reserves right to require dismissal from site, workers deemed incompetent or careless.

5.10.7.4 Decisions as to standard or fitness of Quality of Work in cases of dispute rest solely with the Owner, whose decision is final.

5.10.8 Coordination

5.10.8.1 Ensure cooperation of workers in laying out Work. Maintain efficient and continuous supervision.

5.10.8.2 Be responsible for coordination and placement of openings, sleeves and accessories.

5.10.9 Remedial Work

5.10.9.1 Perform remedial work required to repair or replace parts or portions of Work identified as defective or unacceptable. Coordinate adjacent affected Work as required.

5.10.9.2 Perform remedial work by specialists familiar with materials affected. Perform in a manner to neither damage nor put at risk any portion of Work.

5.10.10 Fastenings

5.10.10.1 Provide metal fastenings and accessories in same texture, colour and finish as adjacent materials, unless indicated otherwise.

5.10.10.2 Prevent electrolytic action between dissimilar metals and materials.

5.10.10.3 Use non corrosive hot dip galvanized steel fasteners and anchors for securing exterior work, unless stainless steel or other material is specifically requested in affected specification Section.

5.10.10.4 Space anchors within individual load limit or shear capacity and ensure they provide positive permanent anchorage. Wood, or any other organic material plugs are not acceptable.

5.10.10.5 Keep exposed fastenings to a minimum, space evenly and install neatly.

5.10.10.6 Fastenings which cause spalling or cracking of material to which anchorage is made are not acceptable.

5.10.11 Protection of Work in Progress

5.10.11.1 Adequately protect Work completed or in progress. Work damaged or defaced due to failure in providing such protection is to be removed and replaced, or repaired, as directed by the Owner, at no increase in Contract Price or Contract Time.

5.10.11.2 Prevent overloading of any part of building. Do not cut, drill or sleeve any load bearing structural member, unless specifically indicated without written approval of the Owner.

5.10.12 Hazardous Materials

5.10.12.1 Report any found or suspected hazardous materials to the Owner.

5.10.13 PRODUCTS

5.10.13.1 Not Used

5.10.14 EXECUTION

5.10.14.1 Not Used

5.11 Safety Requirements

5.11.1 General

5.11.1.1 Conform to the 6.0 General Requirements.

5.11.2 References

5.11.2.1 Federal regulations, latest edition including all amendments up to project date:

5.11.2.1.1 Fire Commissioners of Canada, FC 301, Standard for Construction Operations.

5.11.2.1.2 Canada Labour Code, Part 2, Canada Occupational Safety and Health Regulations.

5.11.2.2 Provincial regulations, latest edition including all amendments up to project date:

5.11.2.2.1 Ontario Building Code.

5.11.2.2.2 Occupational Health and Safety Act.

5.11.2.2.3 NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, 2013 Edition

5.11.3 Submittals

5.11.3.1 Make submittals in accordance with Section 5.5 – Submittal Procedures.

5.11.3.2 Submit to Owner copies of the following documents, including updates issued:

- 5.11.3.2.1 Notice of Project filed with Provincial Ministry of Labour or equivalent for Place of Work
- 5.11.3.2.2 Site-specific Health and Safety Plan prior to commencement of work on the work site. Plan shall include but not be limited to the following:
 - 5.11.3.2.2.1 Name and contact info of Contractor's Health and Safety Representative for Work Site; including twenty-four (24) hour emergency contact phone numbers.
 - 5.11.3.2.2.2 Phone numbers of local fire, police, and ambulance outside of 911 services.
 - 5.11.3.2.2.3 Location of nearest medical facility and level of injury that each can service.
- 5.11.3.2.3 Submit to the Owner for review, a "Fire Safety Plan" conforming to Section 2.14 of the National Fire Code of Canada. Maintain a copy of the "Fire Safety Plan" on site.
- 5.11.3.2.4 Copies of certification for all employees on site of applicable safety training including, but not limited to:
 - 5.11.3.2.4.1 WHIMIS.
 - 5.11.3.2.4.2 Fall arrest and protection.
 - 5.11.3.2.4.3 Working at Heights.
 - 5.11.3.2.4.4 Suspended Access Equipment.
 - 5.11.3.2.4.5 Erection of Scaffolding.
 - 5.11.3.2.4.6 License for powder actuated devices.
- 5.11.3.2.5 Material Safety Data Sheets (MSDS) of controlled products to be used.
- 5.11.3.2.6 On-site Contingency and Emergency Response Plan addressing:
 - 5.11.3.2.6.1 Standard procedures to be implemented during emergency situations.
 - 5.11.3.2.6.2 Preventative planning and protocols to address possible emergency situations.
- 5.11.3.3** Guidelines for handling, storing, and disposing of hazardous materials that maybe encountered on site, including measures to prevent damage or injury in case of an accidental spill.
- 5.11.3.4** Incident and accident reports, promptly if and upon occurrence
 - 5.11.3.4.1 Reports or directions issued by authorities having jurisdiction, immediately upon issuance from that authority.
 - 5.11.3.4.2 Accident or Incident Reports, within 24 hours of occurrence.

5.11.3.5 Submit other data, information and documentation upon request by the Owner as stipulated elsewhere in this section.

5.11.4 Compliance Requirements

5.11.4.1 Comply with the latest edition of the Ontario Occupational Health and Safety Act, and the Regulations made pursuant to the Act.

5.11.5 Constructor

5.11.5.1 The Contractor will be the “Constructor” as defined by the Occupational Health and Safety Act, will file a Notice of Project with the Ontario Ministry of Labour prior to commencement of the work and will pay all associated fees.

5.11.5.2 The “Constructor” will be solely responsible for the safety of all persons on the Site.

5.11.6 Safety Requirements

5.11.6.1 Observe and enforce all construction safety measures and comply with the latest edition and amending regulations of the following documents and in the event of any differences among those provisions, the most stringent shall apply:

5.11.6.1.1 Occupational Health and Safety Act and Regulations for Construction Projects, August 1997, Ontario Regulation 213/91 including amendments.

5.11.6.1.2 Hazardous Products Act and Canada Labour Code.

5.11.6.1.3 The Workplace Safety and Insurance Board, O-Reg 454.

5.11.6.1.4 Ontario Building Code Act, Ontario Regulation 332/12 including amendments.

5.11.6.1.5 National Building Code of Canada, Part 8: Safety Measures on Construction and Demolition Sites.

5.11.6.1.6 National Fire Code of Canada.

5.11.6.1.7 NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, 2013 Edition

5.11.6.1.8 Environmental Protection Act.

5.11.6.1.9 The Operating Engineer's Act.

5.11.6.1.10 Municipal statutes.

5.11.6.2 Obey all Federal, Provincial and Municipal Laws, Acts, Statutes, Regulations, Ordinances and By-laws which could in any way, pertain to the work outlined in the Contract, or to any employees of the Contractor. Satisfy all statutory requirements imposed by the Occupational Health and Safety Act and Regulations made thereunder, on a Contractor, and

Constructor and/or Employer with respect to or arising out of the performance of the Contractors obligations under this Contract.

5.11.6.3 Confined Space: Where applicable, provide the Owner and all Regulatory Authorities with a copy of the Contractors' Confined Space Entry Procedure. In the event that defined procedures are not available, abide by the applicable requirements of the Occupational Health and Safety Act and all regulations made thereunder.

5.11.6.4 The supervisor of the project, will be responsible for his employees and subcontractors/suppliers maintaining standard safety practices, as well as the specific safety rules listed below, while working on the Owner's property.

5.11.6.5 The Owner reserves the right to order individuals to leave the site if the individual is in violation of any safety requirement or any Act, and any expense incurred will be the responsibility of the Contractor.

5.11.6.6 Notify the Owner should any hazardous condition become apparent.

5.11.6.7 Enforce the use of CSA approved hard hats reflective vests, safety glasses, fire resistant clothing and safety boots for all persons entering or working at the construction site. Refuse admission to those refusing to conform to this requirement.

5.11.6.8 Provide safeguard and protection against accident or injury to any person on the site, adjacent work areas and adjacent property.

5.11.6.9 Provide safeguard and protection against damage to adjacent structures, properties and services.

5.11.7 Safety Meetings

5.11.7.1 Site toolbox safety meetings will be held weekly for all Contractor employees and all sub trade contractors.

5.11.7.2 Where a Joint Health and Safety Committee(s) is required on a project, workers and supervisors, selected, as members of the committee must attend.

5.11.8 Workplace Hazardous Materials Information System (WHMIS)

5.11.8.1 Contractor to be familiar with WHMIS regulations and be responsible for compliance.

5.11.8.2 Contractor is responsible for all other requirements of regulations as applicable to Employers.

5.11.8.3 All controlled products to be properly labelled and stored.

5.11.8.4 Immediately inform the Owner if any unforeseen or peculiar safety-related factor, hazard, or condition becomes evident during performance of Work.

5.11.9 Fire Protection

- 5.11.9.1** Provide and maintain safeguard and protection against fire in accordance with current fire codes and regulations.
- 5.11.9.2** Provide temporary fire protection throughout the course of construction. Particular attention shall be paid to the elimination of fire hazards.
- 5.11.9.3** Comply with the requirements of FCC No. 301 Standards for Construction Operations issued by the Fire Commissioner of Canada and the National Building Code.
- 5.11.9.4** Provide and maintain portable fire extinguishers during construction, in accordance with Part 6 of the National Fire Code of Canada and NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations, 2013 Edition
- 5.11.9.5** Maintain unobstructed access for firefighting at all areas in accordance with the National Building Code of Canada.

5.11.10 Accident Reporting

- 5.11.10.1** Investigate and report incidents and accidents as required by Occupational Safety and Health Act, and the Regulations made pursuant to the Act.
- 5.11.10.2** For the purpose of this contract immediately investigate and provide a report to the Owner on incidents and accidents that involve:
 - 5.11.10.2.1** A resulting injury that may or may not require medical aid but involves lost time at work by the injured person(s).
 - 5.11.10.2.2** Exposure to toxic chemicals or substances.
 - 5.11.10.2.3** Property damage.
 - 5.11.10.2.4** Interruption to adjacent and/or integral infrastructure operations with potential loss implications.
 - 5.11.10.2.5** Interruption to the Owner's tenants and residents

5.11.11 Records on Site

- 5.11.11.1** Maintain on site a copy of the safety documentation as specified in this section and any other safety related reports and documents issued to or received from the authorities having jurisdiction.
- 5.11.11.2** Upon request, make copies available to the Owner.

5.11.12 PRODUCTS

5.11.12.1 Not Used

5.11.13 EXECUTION

5.11.13.1 Not Used

5.12 Execution Requirements

5.12.1 General

5.12.1.1 Conform to the 6.0 General Requirements.

5.12.1.2 Requirements and limitations for cutting and patching the Work.

5.12.2 Submittals

5.12.2.1 Make submittals in accordance with Section 5.5 – Submittal Procedures.

5.12.2.2 Submit written request and obtain the Owner's approval in advance of cutting or alteration which affects:

5.12.2.2.1 Structural integrity of any element of Project.

5.12.2.2.2 Integrity of weather exposed or moisture resistant elements.

5.12.2.2.3 Efficiency, maintenance, or safety of any operational element.

5.12.2.2.4 Visual qualities of sight exposed elements

5.12.3 Materials

5.12.3.1 Change in Materials: Submit request for substitution accordance with Section 5.5 – Submittal Procedures.

5.12.3.2 Requests for change in materials shall include documentation indicating conformance to project requirements and intent.

5.12.4 Definitions

5.12.4.1 Cutting: Removal of in-place construction necessary to permit installation or performance of other work.

5.12.4.2 Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

5.12.5 Preparation

5.12.5.1 Inspect existing conditions, including elements subject to damage or movement during cutting and patching.

- 5.12.5.2** After uncovering, inspect conditions affecting performance of Work.
- 5.12.5.3** Beginning of cutting or patching means acceptance of existing conditions.
- 5.12.5.4** Provide supports to assure structural integrity of surroundings; provide devices and methods to protect other portions of project from damage.
- 5.12.5.5** Provide protection from elements for areas which may be exposed by uncovering work.

5.12.6 Execution

- 5.12.6.1** Execute cutting, fitting, and patching including excavation and fill, to complete Work.
- 5.12.6.2** Fit several parts together, to integrate with other Work.
- 5.12.6.3** Uncover Work to install ill-timed Work.
- 5.12.6.4** Remove and replace defective and non-conforming Work.
- 5.12.6.5** Provide cutting and patching of all openings in non-structural elements of Work as necessary. Include complete removal and replacement of such elements as necessary to provide construction access.
- 5.12.6.6** Execute Work by methods to avoid damage to other Work, and which will provide proper surfaces to receive patching and finishing.
- 5.12.6.7** Employ original installer to perform cutting and patching for weather-exposed and moisture-resistant elements, and sight-exposed surfaces.
- 5.12.6.8** Cut rigid materials using masonry saw or core drill. Pneumatic or impact tools are not allowed on masonry work without prior approval.
- 5.12.6.9** Restore work with new products in accordance with requirements of Contract Documents.
- 5.12.6.10** Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- 5.12.6.11** Refinish surfaces to match adjacent finishes: Refinish continuous surfaces to nearest intersection. Refinish assemblies by refinishing entire unit.

5.12.7 PRODUCTS

5.12.7.1 MATERIALS

- 5.12.7.1.1** Comply with requirements specified in other Sections.
- 5.12.7.1.2** In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces,

- use materials that visually match in-place adjacent surfaces to the fullest extent possible.
- 5.12.7.1.3 If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Owner for the visual and functional performance of in-place materials.

5.12.8 EXECUTION

5.12.8.1 Cutting and Patching

- 5.12.8.1.1 General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
- 5.12.8.1.1.1 Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- 5.12.8.1.2 Temporary Support: Provide temporary support of work to be cut.
- 5.12.8.1.3 Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- 5.12.8.1.4 Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.
- 5.12.8.1.5 Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
- 5.12.8.1.5.1 In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

- 5.12.8.1.5.2 Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- 5.12.8.1.5.3 Proceed with patching after construction operations requiring cutting are complete.
- 5.12.8.1.6 Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 5.12.8.1.6.1 Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 5.12.8.1.6.2 Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - 5.12.8.1.6.3 Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

5.13 Cleaning

5.13.1 General

- 5.13.1.1 Conform to the 6.0 General Requirements.

5.13.2 Project Cleanliness

- 5.13.2.1 Maintain Work in tidy condition, free from accumulation of waste products and debris.
- 5.13.2.2 Remove waste materials from site at daily regularly scheduled times or dispose of as directed by the Owner. Do not burn waste materials on site.
- 5.13.2.3 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- 5.13.2.4 Provide on-site containers for collection of waste materials and debris.
- 5.13.2.5 Provide and use clearly marked separate bins for recycling.

- 5.13.2.6** Remove debris daily. The work site must be left clean and tidy upon completion, to the satisfaction of the Owner.
- 5.13.2.7** Store volatile waste in covered metal containers, and remove from premises at end of each working day.
- 5.13.2.8** Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- 5.13.2.9** Schedule cleaning operations so that resulting dust, debris and other contaminants will not contaminate building systems.

5.13.3 PRODUCTS

5.13.3.1 Products

- 5.13.3.1.1** All cleaning materials and products shall be low VOC type. Submit list of cleaning products including MSDS for approval prior to commencement of cleaning operations.
- 5.13.3.1.2** Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.

5.13.4 EXECUTION

5.13.4.1 Final Cleaning

- 5.13.4.1.1** When Work is Substantially Performed remove surplus products, tools, construction machinery and equipment not required for performance of remaining Work.
- 5.13.4.1.2** Remove waste products and debris other than that caused by others and leave Work clean and suitable for occupancy.
- 5.13.4.1.3** Prior to final review remove surplus products, tools, construction machinery and equipment.
- 5.13.4.1.4** Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, floors and ceilings.
- 5.13.4.1.5** Pick up all nails, screws, and associated roof waste and debris from grounds around building minimum twice daily.
- 5.13.4.1.6** Inspect finishes, fitments and equipment and ensure specified workmanship and operation.
- 5.13.4.1.7** Broom clean and wash exterior walks, steps and surfaces; rake clean other surfaces of grounds.

- 5.13.4.1.8 Remove dirt and other disfiguration from exterior surfaces.
- 5.13.4.1.9 Clean and sweep roofs. Clear all drains.
- 5.13.4.1.10 Sweep and wash clean paved areas.

5.14 Cleaning

5.14.1 General

- 5.14.1.1 Conform to the 6.0 General Requirements.

5.14.2 References

- 5.14.2.1 O. Reg. 102/94, Waste Audits and Waste Reduction Work Plans.

5.14.3 Submittals

- 5.14.3.1 Make submittals in accordance with Section 5.5 – Submittal Procedures.
- 5.14.3.2 Submit 2 copies of completed Waste Management Plan (WMP) including Waste Reduction Workplan (WRW) and Materials Source Separation Program description prior to project start-up.

5.14.4 Definitions

- 5.14.4.1 Waste Management Plan (WMP): Contractor's approved overall strategy for waste management including waste audit, waste reduction workplan and materials source separation program.
- 5.14.4.2 Waste Audit (WA): Relates to projected waste generation. Involves measuring and estimating quantity and composition of waste, reasons for waste generation, and operational factors which contribute to waste.
- 5.14.4.3 Waste Reduction Work Plan (WRW): Written report which addresses opportunities for reduction, reuse, or recycling of materials. WRW is based on information acquired from WA.
- 5.14.4.4 Materials Source Separation Program (MSSP): Consists of a series of ongoing activities to separate reusable and recyclable waste material into material categories from other types of waste at point of generation.
- 5.14.4.5 Waste Management Coordinator (WMC): Designate individual who is in attendance on-site, full-time. Designate, or have designated, individuals from each Subcontractor to

be responsible for waste management related to their trade and for coordinating activities with WMC.

- 5.14.4.6** Separate Condition: Refers to waste sorted into individual types.

5.14.5 Waste Management Goals for the Project

- 5.14.5.1** The Owner has established that this Project shall generate the least amount of waste possible and that processes shall be employed that ensure the generation of as little waste as possible including prevention of damage due to mishandling, improper storage, contamination, inadequate protection or other factors as well as minimizing over packaging and poor quantity estimating.
- 5.14.5.2** Of the inevitable waste that is generated, the waste materials designated in this specification shall be salvaged for reuse and or recycling. Waste disposal in landfills or incinerators shall be minimized. On new construction projects this means careful recycling of job site waste.

5.14.6 Waste Management Plan

- 5.14.6.1** Waste Management Plan: Within 10 calendar days after receipt of Notice of Award of Contract, or prior to any waste removal, whichever occurs sooner, submit to the Owner a Waste Management Plan. The Plan shall contain the following:
- 5.14.6.1.1** Analysis of the proposed job site waste to be generated, including the types of recyclable and waste materials generated (by volume or weight). In the case of demolition, a list of each item proposed to be salvaged during the course of the project should also be prepared
 - 5.14.6.1.2** Alternatives to Land Filling: Contractor shall designate responsibility for preparing a list of each material proposed to be salvaged, reused, or recycled during the course of the Project.
- 5.14.6.2** Post WMP or summary where workers at site are able to review its content.

5.14.7 Waste Reduction Work Plan

- 5.14.7.1** Reduce construction and demolition waste in compliance with O. Reg. 102/94.
- 5.14.7.2** Reduction will involve action to minimize quantity of waste at source. Reuse products which would become waste where

practical. Recycling will involve collection and source separation at the site, of materials for use as feedstock in manufacturing of new products.

- 5.14.7.3** Conform to local Municipal and Regional Landfill Solid waste management requirements. Consider reduction, reuse and recycling of waste generated during construction such as dimensional lumber, clean drywall, concrete, brick, scrap metal and corrugated cardboard.

5.14.8 Materials Source Separation Program

- 5.14.8.1** The Waste Management Plan shall include a Source Separation Program for recyclable waste, and shall be in accordance with the established policies currently in place at the local Municipality, and the requirements of O. Reg. 102/94.
- 5.14.8.2** Prepare MSSP and have ready for use prior to project start-up.
- 5.14.8.3** Implement MSSP for waste generated on project in compliance with approved methods and as approved by the Owner.
- 5.14.8.4** Provide on-site facilities for collection, handling, and storage of anticipated quantities of reusable and/or recyclable materials.
- 5.14.8.5** Provide containers to deposit reusable and/or recyclable materials.
- 5.14.8.6** Locate containers to facilitate deposit of materials without hindering daily operations.
- 5.14.8.7** Locate separated materials in areas which minimize material damage.
- 5.14.8.8** Collect, handle, store on-site, and transport off-site, salvaged materials in separate condition.

5.14.9 Disposal of Wastes

- 5.14.9.1** Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- 5.14.9.2** Provide appropriate on-site containers for collection of waste materials and debris.
- 5.14.9.3** Provide and use clearly marked separate bins for recycling.
- 5.14.9.4** Remove waste materials from site at regularly scheduled times or dispose of as directed by the Owner. Do not burn waste materials on site.
- 5.14.9.5** Remove waste material and debris from site and deposit in waste container at end of each working day.
- 5.14.9.6** Do not permit waste to accumulate onsite.

5.14.9.7 Burying of rubbish and waste materials is prohibited.

5.14.9.8 Disposal of waste into waterways, storm, or sanitary sewers is prohibited.

5.14.10 Scheduling

5.14.10.1 Coordinate work with other activities at site to ensure timely and orderly progress of the Work.

5.14.11 Storage, Handling and Protection

5.14.11.1 Store, materials to be reused, recycled and salvaged in locations as directed by Owner.

5.14.11.2 Materials from building demolition to be salvaged or re-used are to be removed and salvaged.

5.14.11.3 Unless specified otherwise, materials for removal become Contractor's property.

5.14.12 PRODUCTS

5.14.12.1 Not Used

5.14.12.1.1 Not used

5.14.13 EXECUTION

5.14.13.1 Application

5.14.13.1.1 Do work in compliance with Waste Management Plan.

5.14.13.1.2 Handle waste materials not reused, salvaged, or recycled in accordance with appropriate regulations and codes.

5.14.13.1.3 Source separate materials to be reused/recycled into specified sort areas.

5.14.14 Diversion of Materials

5.14.14.1 Separate materials from general waste stream and stockpile in separate piles or containers, to approval of Owner, and consistent with applicable fire regulations. Mark containers or stockpile areas. Provide instruction on disposal practices.

5.14.14.2 On-site sale of materials is not permitted.

5.15 Closeout Procedures

5.15.1 Administrative procedures preceding preliminary and final inspections of Work.

5.15.2 References

- 5.15.2.1** Canadian Construction Documents Committee CCDC 2-2020, Stipulated Price Contract including Supplementary Conditions.
- 5.15.2.2** OAA/OGCA Document 100 - Recommended procedures regarding Substantial Performance of Construction Contracts and Completion Takeover of Projects.
- 5.15.2.3** The Construction Lien Act.

5.15.3 Inspection and Declaration

- 5.15.3.1** Contractor's Inspection: The Contractor and all Sub-contractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents. Submit duplicate copies of the deficiency list to the Owner.
 - 5.15.3.1.1** Notify the Owner in writing of satisfactory completion of Contractor's Inspection and that corrections have been made.
 - 5.15.3.1.2** Request the Owner's review.
- 5.15.3.2** Owner's Review: Contractor will perform review of Work to identify obvious defects or deficiencies. Contractor shall correct Work accordingly.
- 5.15.3.3** Completion: submit written certificate that following have been performed:
 - 5.15.3.3.1** Work has been completed and inspected for compliance with Contract Documents.
 - 5.15.3.3.2** Defects have been corrected and deficiencies have been completed.
 - 5.15.3.3.3** Work is complete and ready for Final Review by the Owner.
- 5.15.3.4** Final Inspection: when items noted above are completed, request final review of Work by the Owner, and Contractor. If Work is deemed incomplete by the Owner, complete outstanding items and request re-review.
- 5.15.3.5** Declaration of Substantial Performance: when the Owner consider deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, make application for certificate of Substantial Performance. Refer to CCDC 2, General Conditions Article GC 5.4 - Substantial Performance of Work and the Construction Lien Act for specifics to application.

- 5.15.3.6** Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty period and commencement of lien period unless required otherwise by lien statute of Place of Work.
- 5.15.3.7** Final Payment: When the Owner considers final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, make application for final payment. Refer to CCDC 2, General Conditions Article GC 5.7 for specifics to application.
- 5.15.3.8** Payment of Holdback: After issuance of certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with CCDC 2, General Conditions Article 5.5

5.15.4 PRODUCTS

- 5.15.4.1** Not Used

5.15.5 EXECUTION

- 5.15.5.1** Not Used

5.16 Closeout Submittals

5.16.1 General

- 5.16.1.1** Conform to the 6.0 General Requirements.

5.16.2 Submittals

- 5.16.2.1** Make submittals in accordance with Section 5.5 – Submittal Procedures.

5.16.3 Submission

- 5.16.3.1** Prepare instructions and data using personnel experienced in maintenance and operation of described products.
- 5.16.3.2** At least 2 weeks prior to Substantial Performance, submit 2 copies of the DRAFT Operating and Maintenance Manuals, for the Owner's review. After review, the Owner will return to the Contractor 1 DRAFT copy, with review comments, for revision. Submit 1 copy of the revised Operating and Maintenance for approval prior to the production of FINAL copies. Prior to the Issuance of the Final Certificate of Completion, and within 10 working days after Substantial

Performance, submit 2 copies of the FINAL Operating and Maintenance Manuals.

5.16.3.3 Building will not be deemed ready for use unless the draft copies of the Operating and Maintenance Manuals and the "As-built" Record Documents have been submitted and reviewed by the Owner.

5.16.3.4 Building will not be deemed ready for use unless the completed and submitted Operating and Maintenance Manuals and "As-built" Record Documents have been accepted by the Owner.

5.16.4 Format

5.16.4.1 Organize data in the form as instructional manual.

5.16.4.2 Binders: vinyl, hard covered, 3 'D' ring, loose leaf 219 x 279 mm with spine and face pockets.

5.16.4.3 When multiple binders are used correlate data into related consistent groupings. Identify contents of each binder on spine.

5.16.4.4 Cover: identify each binder with type or printed title 'Project Record Documents'; list title of project and identify subject matter of contents.

5.16.4.5 Arrange content by Section numbers and sequence of Table of Contents.

5.16.4.6 Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

5.16.4.7 Text: manufacturer's printed data, or typewritten data.

5.16.4.8 Drawings: provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size

5.16.4.9 Provide 1:1 scaled CAD files in .dwg format on CD.

5.16.5 Contents Each Volume

5.16.5.1 Table of Contents: provide title of project;

5.16.5.1.1 Date of submission; names.

5.16.5.1.2 Addresses, and telephone numbers of the Owner and Contractor with name of responsible parties.

5.16.5.1.3 Schedule of products and systems, indexed to content of volume.

5.16.5.2 For each product or system:

5.16.5.2.1 List names, addresses and telephone numbers of subcontractors and suppliers, including local source of supplies and replacement parts.

- 5.16.5.3** Product Data: mark each sheet to identify specific products and component parts, and data applicable to installation; delete inapplicable information.
- 5.16.5.4** Drawings: supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.
- 5.16.5.5** Typewritten Text: as required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions specified in Section 6.7 - Quality Control

5.16.6 Occupant Manual

- 5.16.6.1** Submit Occupant Manual to the Owner's requirements.
- 5.16.6.2** Occupant Manual to include:
 - 5.16.6.2.1 General building information.
 - 5.16.6.2.2 Safety.
 - 5.16.6.2.3 Environmental considerations.
 - 5.16.6.2.4 Communications.
 - 5.16.6.2.5 Contact List.
 - 5.16.6.2.6 Other/Miscellaneous.

5.16.7 As Builts and Samples

- 5.16.7.1** In addition to requirements in General Conditions, maintain at the site for the Owner one record copy of:
 - 5.16.7.1.1 Contract Drawings.
 - 5.16.7.1.2 Specifications.
 - 5.16.7.1.3 Addenda.
 - 5.16.7.1.4 Change Orders and other modifications to Contract.
 - 5.16.7.1.5 Reviewed shop drawings, product data, and samples.
 - 5.16.7.1.6 Field test records.
 - 5.16.7.1.7 Inspection certificates.
 - 5.16.7.1.8 Manufacturer's certificates.
- 5.16.7.2** Store record documents and samples in field office apart from documents used for construction. Provide files, racks, and secure storage.
- 5.16.7.3** Label record documents and file in accordance with Section number listings in List of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- 5.16.7.4** Maintain record documents in clean, dry and legible condition. Do not use record documents for construction purposes.

- 5.16.7.5** Keep record documents and samples available for inspection by the Owner.

5.16.8 Recording Actual Site Conditions

- 5.16.8.1** Record information on set of drawings, provided by the Owner.
- 5.16.8.2** Record information concurrently with construction progress. Do not conceal Work until required information is recorded.
- 5.16.8.3** Contract Drawings and shop drawings: mark each item to record actual construction, including:
 - 5.16.8.3.1** Measured depths of elements of foundation in relation to finish first floor datum.
 - 5.16.8.3.2** Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 5.16.8.3.3** Measured locations of internal utilities and appurtenances, referenced to visible and accessible features of construction.
 - 5.16.8.3.4** Field changes of dimension and detail.
 - 5.16.8.3.5** Changes made by change orders.
 - 5.16.8.3.6** Details not on original Contract Drawings.
 - 5.16.8.3.7** References to related shop drawings and modifications.
- 5.16.8.4** Submit following drawings:
 - 5.16.8.4.1** Record changes in red. Mark on one set of prints and at completion of project prior to final inspection, produce electronic “as-built” records on disk using latest version of AutoCad. Annotate “AS-BUILT RECORD” in each drawing title block.
 - 5.16.8.4.2** All changes shall be shown on a separate drawing layer named “as-built”.
 - 5.16.8.4.3** At least 2 weeks prior to commencement of scheduled commissioning activities, submit one copy of the DRAFT “As-built” Project Record Documents for the Owner’s review and use during the commissioning activities. After the completion of the commissioning activities, the Owner will return to the Contractor the DRAFT copy, with review comments, for revision. Prior to the Issuance of the Final Certificate of Completion, and within 10 working days after Substantial Performance, submit 2 copies of the FINAL “As-built” Project Record Documents and disk of “as-built” record drawings.
- 5.16.8.5** Specifications: legibly mark each item to record actual construction, including:

- 5.16.8.5.1 Manufacturer, trade name, and catalogue number of each product actually installed, particularly optional items and substitute items.
- 5.16.8.5.2 Changes made by Addenda and change orders.
- 5.16.8.6** Other Documents: maintain manufacturer's certifications, inspection certifications, field test records, required by individual specifications sections.

5.16.9 Equipment and Systems

- 5.16.9.1** 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.
- 5.16.9.2** Maintenance Requirements: include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- 5.16.9.3** Additional requirements: as specified in individual specification sections.

5.16.10 Materials and Finishes

- 5.16.10.1** Building Products, Applied Materials, and Finishes: include product data, with catalogue number, size, composition, and colour and texture designations.
- 5.16.10.2** Instructions for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 5.16.10.3** Moisture-Protection and Weather-Exposed Products: include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 5.16.10.4** Additional Requirements: as specified in individual specifications sections.

5.16.11 Warranties and Guarantees

- 5.16.11.1** Separate each warranty or guarantee with index tab sheets keyed to Table of Contents listing.
- 5.16.11.2** List subcontractor, supplier, engineers, consultants and manufacturer, with name, address, and telephone number of responsible principal.

- 5.16.11.3** Obtain warranties and guarantees, executed in duplicate by subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work.
- 5.16.11.4** Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Performance is determined.
- 5.16.11.5** Verify that documents are in proper form, contain full information, and are notarized.
- 5.16.11.6** Co-execute submittals when required.
- 5.16.11.7** Retain warranties and guarantees until time specified for submittal.

5.16.12 PRODUCTS

- 5.16.12.1** Not Used

5.16.13 EXECUTION

- 5.16.13.1** Not Used

5.17 Demolition

5.17.1 General

- 5.17.1.1** Conform to the 6.0 General Requirements.

5.17.2 References

- 5.17.2.1** The National Building Code of Canada, Part 8, Safety Measures on Construction and Demolition Sites
- 5.17.2.2** CSA Group (CSA)
 - 5.17.2.2.1** CSA S350-M1980 (R2003), Code of Practice for Safety in Demolition of Structures
- 5.17.2.3** Ontario Regulation 102/94, Waste Audits and Waste Reduction Work Plans.
- 5.17.2.4** Ontario Regulation 103/94. Environmental Protection Act.
- 5.17.2.5** Ontario Regulation 213/07 The Fire Code.
- 5.17.2.6** Ontario Regulation 232/98 Landfilling Sites.
- 5.17.2.7** Ontario Regulation 278/05 Designated Substance - Asbestos on Construction Projects and in Buildings and Repair Operations.
- 5.17.2.8** Ontario Regulation 347 Environmental Protection Act, General - Waste Management.
- 5.17.2.9** Ontario Regulation 521/03 The Gasoline Handling Act.
- 5.17.2.10** The Workplace Health and Safety Act, and Regulations for Construction Projects.

- 5.17.2.11** The Gasoline Handling Act, and the Gasoline Handling Code.
- 5.17.2.12** The Contractors Health and Safety Policy.
- 5.17.2.13** Laws, rules and regulations of other authorities having jurisdiction.

5.17.3 Submittals

- 5.17.3.1** Submit schedule of demolition activities indicating the following:
 - 5.17.3.1.1** Detailed sequence of demolition and removal work, including start and end dates for each activity.
 - 5.17.3.1.2** Dates for shutoff, capping, and continuation of utility services.
 - 5.17.3.1.3** If hazardous materials are encountered and disposed of, landfill records indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
- 5.17.3.2** Submit the following plans:
 - 5.17.3.2.1** Fire safety plan.
 - 5.17.3.2.2** Hoarding plans.
- 5.17.3.3** Submit proposed dust-control measures.
- 5.17.3.4** Submit proposed noise-control measures.
- 5.17.3.5** Where required by authorities having jurisdiction, submit for approval drawings, diagrams or details clearly showing sequence of disassembly work.
- 5.17.3.6** Submit proof that all personnel involved in the removal and handling of hazardous material are trained and certified in the safe removal and handling of such materials.
- 5.17.3.7** At Project Closeout: Submit record drawings and identify and accurately locate capped utilities and other architectural, structural, electrical, or mechanical conditions.

5.17.4 Permits

- 5.17.4.1** Obtain and pay for all other permits and comply with all laws, rules, ordinances, and regulations relating to public health and safety, demolition and hoarding.

5.17.5 Services

- 5.17.5.1** Be aware of all services that affect the work.
- 5.17.5.2** Arrange for disconnection of public utilities with the respective utility company or municipal department as required to complete the work.
- 5.17.5.3** Make service disconnects as required.

5.17.5.4 Coordinate work in the vicinity of overhead power lines with the local Power Authority and in accordance with Ministry of Labour requirements.

5.17.6 Work Included

5.17.6.1 Removal and disposal of entirety of roof materials. Removals to include but not be limited to, all roofing components from deck up and as detailed on drawings.

5.17.6.2 Definitions

5.17.6.2.1 Chemical Waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.

5.17.6.2.2 Demolition Waste: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous.

5.17.6.2.3 Environmental Pollution and Damage: The presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human or animal life; affect other species of importance to humanity; or degrade the utility of the environment for aesthetic, cultural or historical purposes.

5.17.6.2.4 Inert Fill: A permitted facility that accepts inert waste such as asphalt and concrete exclusively for the purpose of disposal.

5.17.6.2.5 Inert Solids/Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete that does not contain hazardous substances or soluble pollutants at concentrations in excess of water-quality standards established by a regional water board and does not contain significant quantities of decomposable solid waste.

5.17.6.2.6 Landfill: A landfill that accepts non-hazardous materials such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A landfill must have a solid waste facilities permit from the Ministry of the Environment and be in conformance to O.Reg 232/98.

5.17.6.2.7 Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.

- 5.17.6.2.8 Remove: Remove and legally dispose of items, except those identified for use in recycling, re-use, and salvage programs.
- 5.17.6.2.9 Reuse: The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- 5.17.6.2.10 Solid Waste: All putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by law.

5.17.7 Quality Assurance

- 5.17.7.1 Abatement Contractors: Only abatement contractors licensed in the province of Ontario and approved by the Owner are permitted to undertake designated substances abatement and removal.
- 5.17.7.2 Regulatory Requirements: Comply with governing regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction. Obtain and pay for all permits required.

5.17.8 Project Review:

- 5.17.8.1 Review schedule and scheduling procedures.
- 5.17.8.2 Review health and safety procedures.
- 5.17.8.3 Review of Designated Substances and Hazardous Materials Survey
- 5.17.8.4 Review of Project conditions including review of record photographs.

5.17.9 Temporary Ventilation

- 5.17.9.1 Provide all required temporary ventilation for demolition work. Provide the use of Hepa filters to ensure air quality when required.

5.17.10 Shoring and Bracing

5.17.10.1 Provide all shoring and bracing required for the execution of the work.

5.17.11 Project Site Conditions

5.17.11.1 The Owner assumes no responsibility for the actual condition of the structures.

5.17.11.2 Construct safety barriers, barricades, fencing and hoarding to separate public from work areas.

5.17.12 PRODUCTS

5.17.12.1 Materials

5.17.12.1.1 All building materials removed from the building shall become the property of the Contractor unless specified otherwise and shall be removed from the Site.

5.17.12.1.2 Conform to requirements of the General Conditions and Division 1, General Requirements, in particular, articles on Design and Safety Requirements for Temporary Work. Provide materials necessary for temporary shoring. On completion, remove temporary materials from site.

5.17.12.1.3 Recycling:

5.17.12.1.3.1 All materials from demolition which can be recycled through local municipal programs and which are not scheduled for salvage shall be sorted and separated in accordance with Regional, Provincial and Municipal standards and regulations.

5.17.12.1.3.2 Documentation must be kept of all recycled material in order to fill out waste reduction progress reports.

5.17.12.1.3.3 Recycle paper and beverage containers used by onsite workers. Provide recycling receptacles for the duration of construction activities at the building site.

5.17.12.1.3.4 Items of salvageable value to the Contractor may be removed from the structure as the work progresses.

5.17.13 Designated Substances

5.17.13.1 Refer to Designated Substances and Hazardous Materials Survey,

- 5.17.13.2** Provide and maintain all required temporary construction facilities and enclosures as required during removal of designated substances.

5.17.14 EXECUTION

5.17.14.1 Phasing

- 5.17.14.1.1 Schedule and sequence work in coordination with the owner.

5.17.14.2 Examination

- 5.17.14.2.1 Before commencing demolition operations, examine Site and when requested, provide engineering survey to determine type of construction, condition of structure, and site conditions. Assess strength and stability of damaged or deteriorated structures.
- 5.17.14.2.2 Prior to roof removals be aware of:
- 5.17.14.2.2.1 General condition of existing building elements, ie parapets, roof decks, support beams, columns and trusses
 - 5.17.14.2.2.2 Overloading roof with roofing supplies.
 - 5.17.14.2.2.3 Contact authorities or utility companies for assistance in locating and marking services which may affect demolition. Such services can include:
 - 5.17.14.2.2.3.1 electrical power lines
 - 5.17.14.2.2.3.2 gas mains
 - 5.17.14.2.2.3.3 communication cables
 - 5.17.14.2.2.3.4 water mains and fire mains
 - 5.17.14.2.2.3.5 drainage piping

5.17.14.3 Protection

- 5.17.14.3.1 Refer to designated substances reports including recommendations for the control of dust. Submit to the Owner, work plans including plans for the control of airborne dust containing possible mold spores, and hazardous substances. Ensure that all necessary controls are in place at the beginning of each work period which will prevent to spread of contaminated material beyond the work area limits. Stop work immediately if there exists any possibility of the spread of contaminated materials.

- 5.17.14.3.2 Provide flagmen where necessary or appropriate, to provide effective and safe access to Site to vehicular traffic.
- 5.17.14.3.3 Ensure scaffolds, ladders, equipment and other such equipment are not accessible to public. Protect with adequate fencing or remove and dismantle at end of each day or when no longer required.
- 5.17.14.3.4 Provide enclosed chutes for disposal of debris from heights more than 1 storey in accordance with CSA S350.
- 5.17.14.3.5 Provide protection around floor and/or roof openings.
- 5.17.14.3.6 Do not interfere with use and activities of adjacent buildings and site. Maintain free and safe passage to and from buildings.
- 5.17.14.3.7 At all times protect the structure from overloading.
- 5.17.14.3.8 Protect existing adjacent work against damages which might occur from falling debris or other causes due to work of this Section.
- 5.17.14.3.9 Where demolition operations prevent normal access to adjacent properties, provide and maintain suitable alternative access.

5.17.14.4 Environmental Controls

- 5.17.14.4.1 Comply with provincial and municipal regulations pertaining to water, air, solid waste, recycling, chemical waste, sanitary waste, sediment and noise pollution.
- 5.17.14.4.2 Dust Control, Air Pollution, and Odour Control: Prevent creation of dust, air pollution and odors.
 - 5.17.14.4.2.1 Use temporary enclosures and other appropriate methods to limit dust and dirt rising and scattering in air to lowest practical level.
 - 5.17.14.4.2.2 Store volatile liquids, including fuels and solvents, in closed containers.
 - 5.17.14.4.2.3 Properly maintain equipment to reduce gaseous pollutant emissions.

5.17.14.5 Noise Control

- 5.17.14.5.1 Perform demolition operations to minimize noise.
- 5.17.14.5.2 Repetitive, high level impact noise will be permitted only between the hours of 8:00 a.m. and 6:00 p. m.
- 5.17.14.5.3 Repetitive impact noise on the property shall not exceed the following dB limitations:

- 5.17.14.5.4 Sound Level in dB Time Duration of Impact Noise
 - 5.17.14.5.4.1 60 db More than 12 minutes in any hour
 - 5.17.14.5.4.2 70 dB More than 3 minutes in any hour
- 5.17.14.5.5 Provide equipment, sound deadening devices, and take noise abatement measures that are necessary to comply with the requirements of this Contract and with municipal regulations.

5.17.14.6 Salvage, Re-Use, and Recycling Procedures:

- 5.17.14.6.1.1 Identify re-use, salvage, and recycling facilities.
- 5.17.14.6.1.2 Develop and implement procedures to re-use, salvage, and recycle demolition materials, based on the Contract Documents, the Contractor's Waste Management and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source-separated recycling, salvage, and/or mixed debris recycling efforts.
- 5.17.14.6.1.3 Identify requirements for site storage, and transportation of materials to a salvage facility.
- 5.17.14.6.2 Source-separate clean and uncontaminated demolition materials including, but not limited to the following types:
 - 5.17.14.6.2.1 Rigid Foam
 - 5.17.14.6.2.2 Glass
 - 5.17.14.6.2.3 Plastics
 - 5.17.14.6.2.4 Insulation
 - 5.17.14.6.2.5 Gypsum Board
 - 5.17.14.6.2.6 Metal (ferrous and non-ferrous)
 - 5.17.14.6.2.7 Wood, Clean Dimensional Wood, Pallet Wood
 - 5.17.14.6.2.8 Sheet Wood: Plywood, Oriented Strand Board (OSB), Particle Board
 - 5.17.14.6.2.9 Beverage Containers
 - 5.17.14.6.2.10 Paper: Bond, Newsprint, Cardboard, Paper, Packaging Materials
 - 5.17.14.6.2.11 Other materials as appropriate.
- 5.17.14.6.3 Develop and implement a program to transport loads of mixed demolition materials that cannot be feasibly source separated to a mixed materials recycling facility.

5.17.14.7 Performance

- 5.17.14.7.1 Ensure demolition work is supervised by competent foreman at all times.
- 5.17.14.7.2 Demolition of all roofing materials, sloped, and flat shall proceed safely in systematic manner, as specified herein, and as necessary to accommodate remedial work indicated.
- 5.17.14.7.3 At end of each day's work, leave work in safe condition watertight. Ensure all security is fully operational.
- 5.17.14.7.4 Ensure continuation of all services to building. Coordinate any interruption of service with owner.
- 5.17.14.7.5 Keep work wetted down to minimize dust.
- 5.17.14.7.6 Maintain all life safety systems.
- 5.17.14.7.7 Protect from weather, parts of structure not previously exposed.

5.17.14.8 Demolition and Removals

- 5.17.14.8.1 Maintain the work areas and storage areas clean and orderly at all times and free of rubbish and debris.
- 5.17.14.8.2 Particular attention shall be paid to prevention of fire and elimination of fire hazards.
- 5.17.14.8.3 Review demolition procedures daily to ensure no personnel or equipment are located or working without additional safe working platforms or working surface adequate to support the operations.
- 5.17.14.8.4 All damage caused to the existing building interior and/or equipment, etc by the neglect of the Contractor or any of his forces shall be made good at the expense of the Contractor including all costs and charges which may be claimed by the Owner for damages or loss of production suffered.
- 5.17.14.8.5 The following methods of demolition will not be permitted:
 - 5.17.14.8.5.1 Use of explosives.
- 5.17.14.8.6 Remove all roofing in a safe manner not overloading the structure.
- 5.17.14.8.7 At end of each day's work, leave work in safe condition.
- 5.17.14.8.8 Demolish in a manner to minimize dusting. Keep dusty materials wetted at all times.
- 5.17.14.8.9 Upon completion of work, remove debris, trim surfaces and leave work site clean.

- 5.17.14.8.10 Use methods required to complete the work within limitations of governing regulations.
- 5.17.14.8.11 Damages: Promptly repair damages to facilities caused by demolition operations
- 5.17.14.8.12 Be responsible for maintaining the existing building in watertight condition at all times. Remove only as much roofing as can be replaced in one day.
- 5.17.14.8.13 Removal of items indicated on the drawings shall mean all adhesives, fasteners, anchors, appurtenances, and the like as necessary to prepare substrates for the installation of new construction, finishes and equipment.
- 5.17.14.8.14 Remove and dispose of roofing, underlayments, roof insulation, vapour retarders, flashing, trim and accessories for extent indicated. Dispose of all materials off site, in approved landfill sites and in accordance with local regulations for waste disposal.
- 5.17.14.8.15 Remove all existing metal parapet flashings and counter flashings.
- 5.17.14.8.16 Ensure all work is protected during demolition of roofing systems.

5.17.14.9 Hazardous Materials

- 5.17.14.9.1 Safely remove and dispose of identified substances in accordance with all applicable legislation. Utilize licensed and qualified personnel and sub-trades to execute this work.
- 5.17.14.9.2 Provide backup documentation as necessary to verify disposal sites for any designated substances removed from the site.

5.17.14.10 Handling of Demolished Materials

- 5.17.14.10.1 Do not allow demolished materials to accumulate or be stored on-site for more than 5 days.
- 5.17.14.10.2 Do not burn, bury or otherwise dispose of rubbish and waste materials on project site.
- 5.17.14.10.3 Disposal: Transport demolished materials off Owner's property and legally reuse, salvage, recycle, or dispose of materials.
- 5.17.14.10.4 Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.

- 5.17.14.10.5 Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities prior to delivering materials.
- 5.17.14.10.6 Use a permitted waste hauler or Contractor's trucking services and personnel.
- 5.17.14.10.7 Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- 5.17.14.10.8 Remove and transport materials from demolition in a manner that will prevent spillage on adjacent surfaces, streets, and areas or dust being emitted into the atmosphere.
- 5.17.14.10.9 Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted.

5.17.14.11 Deck Repairs

- 5.17.14.11.1 Steel Deck: Areas of wood deck found to be, damaged, missing, or otherwise failing, are to be replaced at the direction of the Owner. Inform the Owner when wood deck conditions are found to be doubtful.

5.17.14.12 Cleaning

- 5.17.14.12.1 Upon completion of demolition work, clean existing building where affected by demolition.
- 5.17.14.12.2 Remove all hoarding and clean adjacent landscape, and parking areas of dust, dirt and materials caused by demolition operations.
- 5.17.14.12.3 Reinstate areas and existing works outside areas of demolition to conditions that existed prior to commencement of work.
- 5.17.14.12.4 Upon completion of demolition work, remove equipment and debris and leave work site clean.

5.18 Rough Carpentry

5.18.1 General

- 5.18.1.1 Conform to the 6.0 General Requirements.

5.18.2 References

5.18.2.1 Canadian Standards Association (CSA)

- 5.18.2.1.1 CSA-080-M Wood Preservation
- 5.18.2.1.2 CSA-080.1 Preservative Treatment of all Timber Products by Pressure Processes.
- 5.18.2.1.3 CSA 080.9 Preservative Treatment of Plywood by Pressure Processes.
- 5.18.2.1.4 CSA 0121-M Douglas Fir Plywood.
- 5.18.2.1.5 CSA 0141 Softwood Lumber.
- 5.18.2.1.6 CSA B111 Wire Nails, Spikes and Staples.
- 5.18.2.1.7 CSA G164 Hot Dip Galvanizing of Irregularly Shaped Articles.

5.18.2.2 Underwriters Laboratories Canada (ULC)

- 5.18.2.2.1 CAN/ULC-S102 Standard Method of Test for Surface Burning Characteristics of Building Materials and Assemblies.

5.18.2.3 National Lumber Grading Authority (NLGA)

- 5.18.2.3.1 Standard Grading Rules for Canadian Lumber, Latest Edition.

5.18.3 Quality Assurance

- 5.18.3.1 Sawn lumber shall be identified by the grade stamp of an association or independent grading agency certified by the Canadian Lumber Standards Accreditation Board.

5.18.4 Shipping, Handling and Storage

- 5.18.4.1 Materials shall not be delivered before they are required for proper conduct of the work.
- 5.18.4.2 Protect materials, under cover, both in transit and on the site.
- 5.18.4.3 Store materials to prevent deterioration or the loss or impairment of their structural and other essential properties. Do not store materials in areas subject to high humidity.
- 5.18.4.4 Protect work from damage during storage, handling, installation and until the building is turned over to the Owner. Make good damage and loss without additional expense to the Owner.
- 5.18.4.5 Store sheathing materials level and flat, in a dry location. Protect panel edges from moisture at all times.

5.18.5 PRODUCTS**5.18.5.1 Materials**

- 5.18.5.1.1 Timber Material shall be 'Grade Stamped'.
- 5.18.5.1.2 Construction Lumber: To CAN/CSA 0141 Softwood Lumber graded to NLGA Standard Grading Rules for

Canadian Lumber, published by the National Lumber Grades Authority. All lumber shall bear grade stamps. Moisture content of softwood lumber not to exceed 19% at time of installation.

- 5.18.5.1.2.1 Framing lumber, plates, furring, blocking, No. 1 SPF.
- 5.18.5.1.3 Douglas Fir Plywood: To CSA 0121-M, standard construction, good one side, thickness as shown on the drawings.
- 5.18.5.1.4 Nails, Spikes and Staples: To CSA B111.
- 5.18.5.1.5 Bolts: 12.5 mm diameter, galvanized, complete with nuts and washers.
- 5.18.5.1.6 Proprietary Fasteners: toggle bolts, expansion shields and lag bolts, screws and lead or inorganic fibre plugs, recommended for purpose by manufacturer.
- 5.18.5.1.7 Nailing Discs: flat caps, minimum 25 mm diameter, minimum 26 gauge thick, sheet metal, formed to prevent dishing.
- 5.18.5.1.8 Galvanizing: To CAN/CSA-G164.
- 5.18.5.1.9 Sealant: 'Mono' as manufactured by Tremco Manufacturing Ltd. or equivalent by Dow-Corning.
- 5.18.5.1.10 Wood Preservative to CAN/CSA-080-M.
- 5.18.5.1.11 Galvanizing: to CAN/CSA-G164. Use galvanized fasteners, and hardware for exterior work, preservative treated lumber, and materials in contact with concrete or masonry.

5.18.6 EXECUTION

5.18.6.1 Installation

- 5.18.6.1.1 Workmanship:
 - 5.18.6.1.1.1 Execute work using skilled mechanics according to best practice, as specified here.
 - 5.18.6.1.1.2 Lay out work carefully and to accommodate work of other trades. Accurately cut and fit; erect in proper position true to dimensions; align, level, square, plumb, adequately brace, and secure permanently in place. Join work only over solid backing.
- 5.18.6.1.2 Rough Hardware:
 - 5.18.6.1.2.1 Work shall include rough hardware such as nails, bolts, nuts, washers, screws, clips, hangers, connectors, strap iron, and

operating hardware for temporary enclosures.

5.18.6.1.3 Roof Blocking, Curbs and Copings

5.18.6.1.3.1 Provide and install framing, blocking, curbs and copings as indicated on the drawings. Anchor blocking securely in permanent manner.

5.18.6.1.3.2 Provide 10 mm Douglas Fir plywood copings on all built-up wood copings and curbs.

5.18.6.1.3.3 Repair any damaged or rotted wood curbs.

5.18.6.1.3.4 All curbs shall be filled with fibrous insulation.

5.18.6.1.3.5 Inspect existing wood roof curbs and copings and replace all rotted or damaged material.

5.18.6.1.3.6 Supply anchor bolts to mason for embedding into masonry walls as indicated.

5.18.6.1.4 Surface Applied Wood Preservative

5.18.6.1.4.1 Treat surfaces of material with wood preservative before installation. Apply preservative after materials have been cut and fit to size. To cut end two coats of preservative shall be applied.

5.18.6.1.4.2 Apply preservative by dipping, or by brush or spray to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.

5.18.6.1.4.3 Retreat surfaces exposed by cutting, trimming, or boring with 2 coats of brush application of preservative before installation.

5.18.6.1.4.4 All wood in contact with masonry or concrete shall be dipped in a tank of preservative for two minutes after fabrication.

5.18.6.1.4.5 Provide treated wood nailers, blocking, cants, grounds and similar members where shown and where required for screeding or attachment of other work and surface applied items. Attach to substrate as required to support applied loading.

End of General Requirements

6.0 Lists of References

Ref. No.	Title	Issue No.	Rev. No.	Issue Date
A101	Pratts Marina Site Plan	1	-	May 7, 2025
A102	Pratts Marina Overhead and Photos	1	-	May 7, 2025
A103	665 Crawford Site Plan	1	-	May 7, 2025
A104	665 Crawford Overhead and Photos	1	-	May 7, 2025
A105	850 Fairbairn Site Plan	1	-	May 7, 2025
A106	850 Fairbairn Overhead and Photos	1	-	May 7, 2025

End of Section

7.0 Scope of Work & Specifications

7.1.1 To be read in conjunction with PHC General Requirements.

7.2 Scope of Work

7.2.1 Include all removal and disposal costs.

7.2.2 Remove all shingle layers and dispose.

7.2.3 Site cleanup to be inspected and confirmed before payment release.

7.2.4 Nails and debris must all be removed.

7.2.5 Roof access point identified

7.2.6 Estimated time for completion (site time required, and post award schedule timeline to begin)

7.2.7 Proof of working at heights for staff working on site provided prior to site work commencement.

7.2.8 ALTERNATIVE material or installation options will be accepted, but only base requirements will be rated for award.

7.2.9 Install permanent roof anchors for future use.

7.2.10 Material left on site is to be secured in a designated area by proponent. PHC is not responsible for material left on site.

7.2.11 List products to be used for reference.

7.2.12 Any interrupted or damaged building elements due to site work are to be repaired or replaced at the expense of the proponent (i.e.: siding repair and trough repair)

7.3 Specifications - New Install Requirements

1.36.1 Ice and water shield at eaves underlayment be listed for the rest of roof coverage.

1.36.2 Starter shingles used up gable ends and eaves.

1.36.3 Replace drip edges for new.

- 1.36.4** Drip edge to be used on gable ends or fascia trims if no disruption to fascia is possible.
- 1.36.5** Replace all vents for new equal material.
- 1.36.6** Vent stack boots replace
- 1.36.7** Replace all flashings where applicable for new equivalent material
- 1.36.8** Standard architectural shingles (replace with similar colour)
- 1.36.9** Manufacture spec install, demonstrate nailing patterns are adhered to.
- 1.36.10** Roof Sealant used on all exposed nails

7.4 Codes and Regulations

- 7.4.1** All work performed and material supplied by the Contractor shall be in accordance with all building codes and local by-laws and also as per the requirements of Ontario and federal legislation.
- 7.4.2** Regarding the use, handling, storage, and disposal of hazardous material, the Contractor shall comply with the requirements as outlined by the WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (W.H.M.I.S.). A copy of the WHMIS sheets for all products used by the Contractor shall be provided for all materials prior to the commencement of the project.
- 7.4.3** Contractor to conform to the following standards:
 - 7.4.3.1** **Ontario Building Code, latest edition.**
 - 7.4.3.2** **Codes and Standards Adopted by Reference, Ontario Reg. 223/01.**

7.5 Workplace Safety

- 7.5.1** The Contractor shall comply with the Occupational Health and Safety Act ("OHSA") of the Province of Ontario, and for the purposes of the elevator modernization project shall have overall responsibility as for health and safety and is deemed to be the "constructor" as such terms is defined in the OHSA.
- 7.5.2** Workplace Safety and Insurance Board coverage shall be provided by the Contractor for all its employees who provide services under this Contract. Proof of such coverage shall be submitted to the Owner prior to

the commencement of the term of the Contract and every year thereafter during the term of the Contract.

- 7.5.3** The Contractor shall exercise a standard of care, skill and diligence that would normally be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that, throughout this Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard.
- 7.5.4** The Contractor shall erect proper barricades and signage indicating that work is in progress that shall be situated in areas where work is being performed without obstructing pathways and especially fire exits. The barricades shall be of a construction and design that is suitable for use in an occupied public building.
- 7.5.5** The Contractor shall ensure that an active workplace safety program is in place and understood by all employees providing services under the Contract.
- 7.5.6** All accidents must be immediately reported to the appropriate authorities and the Owner and/or building manager.
- 7.5.7** Building management must be given notice of any work that is likely to create smoke and/or fumes in order to make arrangements for a by-pass of the fire alarm system.
- 7.5.8** The Contractor shall be responsible for the work performed by its sub-contractors, which responsibility includes, but is not limited to, liability for any delay in the performance of the work, liability to rectify any deficient work, and liability to indemnify the Owner against any damage or loss that may result from the work that was performed (or not performed) by the sub-contractors.

7.6 Contractor's Employees

- 7.6.1** The Contractor shall ensure that;
 - 7.6.1.1** all work is performed by licensed, skilled, experienced, service and repair people, directly employed by and under the supervision of the Contractor;
 - 7.6.1.2** all personnel working on the Owner's premises are to sign-in upon entering the complex and sign-out upon exiting; and

7.6.1.3 all personnel working on the Owner's premises are to be dressed in a uniform that has clear identification and that is neat in appearance.

7.6.2 The Contractor acknowledges that the Property is and will continue to be occupied during the Work and the Contractor shall perform the Work in the least intrusive manner possible, and 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, and shall take all other steps reasonably necessary to promote and maintain the safety and comfort of the occupants of the Property and the public in general.

7.6.3 Without Owner's prior approval, the Contractor shall not permit any worker to use any existing facilities including, without limitation, toilets, entrances, and parking areas, other than those designated by the Owner.

7.7 Non-Performance

7.7.1 If the Contractor fails to perform any work required by hereunder, the Owner reserves the right:

7.7.1.1 to have such deficiencies corrected by an independent third party at the cost of the Contractor, by deducting the said cost from progress payments by the Owner to the Contractor; or

7.7.1.2 to withhold progress payments from the Contractor until the Contractor remedies such default.

End of Scope of Work & Specifications

8.0 Evaluation and Selection Process

8.1 Evaluation Team

- 8.1.1** The evaluation of Proposal submissions will be undertaken on behalf of the Peterborough Housing Corporation by an Evaluation Team appointed by the Peterborough Housing Corporation which may consist of one or more persons. PHC reserves the right and at its sole discretion to choose the Evaluation Team members.

8.2 Proposal Evaluation Process

- 8.2.1** Proposals received by the "closing date and time" will be screened for compliance with the mandatory requirements as stated in 1.1, Items 1-6. The Evaluation Team reserves the right to (at its sole discretion) determine whether any Proposal is compliant. Non-compliant Proposals will be rejected.
- 8.2.2** Compliant Proposals will be reviewed and evaluated against the desirable criteria (1.16 below) to determine the Proposal offering "Best Value" to the Housing Corporation. The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.
- 8.2.3** After an initial review of all Proposals, PHC may, at its own discretion, develop a short list of Proponents and conduct interviews. This will provide PHC an opportunity to meet the Proponent and ask questions regarding the contents of their Proposal. Alternatively, if PHC determines there is a clear leading Proponent, PHC retains the right to by-pass the interview process and proceeds directly to award.
- 8.2.4** It is the intent of the PHC to award the Contract to the highest-ranking Proponent. It is the Housing Corporation's right to award the Contract to the Proponent other than the one with the most points if, in its sole determination, another Proposal is determined to be "Best Value" to PHC taking into consideration the evaluation criteria of this RFP.
- 8.2.5** Any award of a Contract will be subject to satisfactory reference checks in the sole opinion of PHC. PHC will not enter a Contract with a Proponent whose reference is found to be unsatisfactory.
- 8.2.6** No award will be made to any Proponent who cannot give satisfactory assurance of their ability to carry out the Contract. No award will be made to any Proponent that is legally constrained or not authorized to conduct the required acquisition.

8.2.7 All Proponents will be notified in writing by PHC of the status of their Proposal within a reasonable period after the award.

8.3 Additional Information

8.3.1 The Evaluation Team may, at its sole discretion, request clarification or additional information from a Proponent with respect to its Proposal, and the Evaluation Team may make such request to only selected Proponents. The Evaluation Team may consider such clarification or additional information in evaluating Proposals.

8.4 Desirable Criteria

8.4.1 Proposals meeting all the mandatory criteria will be further assessed against the desirable criteria. The Evaluation Team will compare, evaluate, and score Proponent's Proposals based on the Proposal's submission. Proponents must respond following the format to ensure their Proposal receives full consideration.

Desirable Criterion	Point Value
Company Profile and Information - Jobs of similar scope within the last 3 years (up to 3) - Active staff- ability to complete work as submitted in the bid - Relevant experience- company age, standard practices	15%
References, - Provide 3 with information about the relevant project. - PHC may reach out to references any time through the evaluation process	30%
Tenant impact and Considerations. - Prep to protect public safety around parking, entrances, and egress to the property during site work - Site plan/ dumpster locations	15%
Fees and Quality - Submitted pricing for listed property groups to be evaluated individually - Clarity and completion of submission	60%
TOTAL	100%

8.5 Negotiation of Contract & Award

8.5.1 It is the intent of Peterborough Housing Corporation to ensure the flexibility it needs to arrive at a mutually agreeable final Contract. Negotiations may be held with the first Preferred Proponent including, but not limited to matters such as:

- 8.5.1.1** Price Adjustments
- 8.5.1.2** Minor Changes to Services
- 8.5.1.3** Scheduling of Work
- 8.5.1.4** Contract Details
- 8.5.1.5** Contract Payment Details

- 8.5.2** It is not the intent of Peterborough Housing Corporation to allow for new significantly altered Proposal. PHC reserves the right to terminate negotiations with the preferred Proponent if a Contract cannot be negotiated within a reasonable time and negotiate a Contract agreement with the next highest ranked Proponent or may choose to terminate the RFP process and not enter a Contract with any of the Proponents.

End of Section

9.0 General Terms & Conditions

Open and Invitational Tenders

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Time is of the essence.

Part 7 PHC Policies

Part 1 General Requirements

1.0 Definitions, Precedence of Documents, and Interpretation

1.1 Whenever any of the following words or phrases are used in the Contract, they have the meanings respectively attributed to them as follows:

- 1.1.1 **“Tender”** means any bid, tender or proposal submitted by a bidder pursuant to the Instructions to Bidders.
- 1.1.2 **“Owner”** means Peterborough Housing Corporation who is a party to this Agreement, or both Peterborough Housing Corporation and the County/City of Peterborough as the context of the Contract requires.
- 1.1.3 **“Contractor”** means the person or corporation whose Tender has been accepted by the Owner, and who is deemed to have entered the Contract with the Owner.
- 1.1.4 **“Contract Price”** means the total price the Owner has agreed to pay to the Contractor for the Work, and for everything supplied under the Contract and included in the Contract, and in any event shall not exceed the amount specified in the Contract Order.
- 1.1.5 **“Work”** means everything that the Contractor is required to supply in order to carry out the terms and conditions of the Contract.
- 1.1.6 **“Business Day”** means any day except a Saturday, Sunday, or statutory holiday.

1.2 Whenever the terms or initials “Housing Corporation”, “Local Housing Corporation”, or “PHC”, are used in the Contract, they shall mean the Peterborough Housing Corporation.

1.3 Whenever the words “shall” or “will” are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.

1.4 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.

1.5 The documents forming the Contract are complementary; and what is required by any one shall be as binding as if required by all.

1.6 The following documents all form part of the Contract:

- 1.6.1 **Instructions to Bidders**
- 1.6.2 **Supplementary Conditions**
- 1.6.3 **General Conditions**
- 1.6.4 **Tender Submission Form**
- 1.6.5 **Specifications with Appendices and Addenda**

- 1.6.6 **Schedules**
- 1.6.7 **Drawings**
- 1.6.8 **Award Letter**
- 1.6.9 **Contract Order**

1.7 In the event of conflict between documents, the following priorities shall apply:

- 1.7.1 Documents of later date shall govern;
 - 1.7.1.1 Supplementary Conditions shall govern over General Conditions;
 - 1.7.1.2 General Conditions shall govern over Specifications;
 - 1.7.1.3 Specifications shall govern over Drawings;
 - 1.7.1.4 Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions;
 - 1.7.1.5 Drawings of larger scale shall govern over those of smaller scale of the same date.

1.8 If at any time before the Work has been completed any question arises as to whether anything has been done as required by the Contract, or as to what the Contractor is required by the Contract to do, and, in particular, and without limiting the generality of the foregoing, as to:

- 1.8.1 the meaning of anything in the Drawings and Specifications;
- 1.8.2 the meaning to be given to the Drawings and Specifications in case of any error therein, an omission there from, or an obscurity or discrepancy in their wording or intention;
- 1.8.3 whether the quality or quantity of any material or work meets the requirements of the Contract;
- 1.8.4 whether the plant, materials or workmen provided by the Contractor for executing the Work and carrying out the Contract are adequate to ensure that the Work will be executed in accordance with the Contract and that the Contract will be carried out in accordance with its terms;
- 1.8.5 what work or quantity of any kind has been completed by the Contractor; or
- 1.8.6 the timing and scheduling of the execution of the Work, The question shall be decided by the Owner.

1.1 Performance Security

1.1 The Contractor shall provide, at the Contractor's cost, performance security in favour of the Owner in order to secure the due and faithful performance of the Contract, which shall be as follows:

- 1.1.1 A Performance Bond issued by a Surety Company acceptable to the Owner and in the Owner's approved form which is attached hereto and shall be in an amount equal to 50% of the Contract Price;
- 1.1.2 If the Contract price is less than \$2,000,000.00, the following alternate forms of security are acceptable in lieu of such Performance Bond:
 - 1.1.2.1 an irrevocable letter of credit, bank draft, or certified cheque; or money order or;
 - 1.1.2.2 bearer or negotiable bonds of Canada, the Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
 - 1.1.2.3 Such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner;
 - 1.1.2.4 And in each case, the alternate forms of security shall be equivalent to 15% of the Contract Price for contracts having a Contract Price between \$100,001 and \$1,000,000, and 15% of the Contract Price for contracts having a Contract Price of \$100,000 or less.
- 1.2 If the Contractor fails to meet the requirements of this section within 7 Business Days of receipt by the Contractor of the award letter, then the Owner at its sole option may terminate the Contract and use the bid security toward damages.
- 1.3 If the security is in the form of a Performance Bond, the document shall be retained by the Owner for a period of two years from the date on which the last payment under the Contract falls due, after which it will be returned to the Contractor on the Contractor's request.
- 1.4 If alternate security is provided pursuant to this section it will be returned to the Contractor 90 days after completion of the Work and the correction of all deficiencies. If deficiencies involve seasonal work which must be postponed, the security shall be reduced to an amount equal to the value of the work which remains to be completed and the balance of the security returned to the Contractor 90 days after all other work is completed.
- 1.5 If required by the Supplementary Conditions, the Contractor shall provide at the Contractor's cost a Labour and Material Payment Bond, in the Owner's approved form which is attached hereto and it shall be in an amount equal to 50% of the total Contract Price.

1.2 Insurance

- 1.1 The Contractor shall keep in force for the duration of the Contract, Public Liability and Property Damage Insurance in an amount not less than \$2,000,000.00. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability, Contractual Liability, Personal Injury, and Contingent Liability with respect to Subcontractors.
- 1.2 Peterborough Housing Corporation is to be shown as additional named insured on the Contractor Insurance Policy.
- 1.3 The Contractor shall submit proof of such insurance in the form of an Insurance Certificate which shall contain a firm undertaking by the Insurer to give the Owner 30 days' notice prior to any cancellation or modification of such insurance.
- 1.4 If the Contractor fails to meet the requirements of this section within 7 Business Days of receipt by the Contractor of the award letter, the Owner, at its sole option, shall have the right to terminate the Contract and use the bid security towards damages.

1.3 Workplace Safety & Insurance Board Certificate of Clearance

- 1.1 The Contractor shall produce a Workplace Safety & Insurance Board Certificate of Clearance Form from time to time when requested by the Owner and prior to final payment under the Contract.
- 1.2 If the Contractor:
 - 1.2.1 will be unable to produce clearance as required pursuant to subsection 1.3 (1) because it claims it is an independent operator, with no insurable workers and is otherwise unable to obtain a clearance, it shall submit to the Owner written confirmation from the Workplace Safety & Insurance Board of its status as an independent operator for the Contract, within 7 Business Days of receipt by the Contractor of the award letter.
 - 1.2.2 does not produce confirmation pursuant to clause 1.3 (2) (a), the Owner may at its sole option, terminate the Contract and use the bid security toward damages.

1.4 Assignment of Contract or Proceeds of Contract

- 1.1 The Contractor shall not assign the Contract or the proceeds thereof without the written consent of the Owner.

1.5 Taking the Work Out of the Contractor's Hands

- 1.1 The Owner may, without any further authorization or authority, take all or any part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the Work, including the use of the performance security when applicable, in any of the following cases, namely:
 - 1.1.1 where the Contractor has made default or has delayed in commencing or in diligently executing the Work or any portion thereof to the satisfaction of the Owner and the Owner has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for 7 Business Days after such notice was communicated;
 - 1.1.2 where the Contractor has made default in the completion of the Work, or any portion thereof, within the time limited for such completion by the Contract;
 - 1.1.3 where the Contractor has become insolvent;
 - 1.1.4 where the Contractor has committed an act of bankruptcy or has been declared bankrupt or has made an assignment in bankruptcy;
 - 1.1.5 where the Contractor has abandoned the Work;
 - 1.1.6 where the Contractor has made an assignment of the Contract without the required consent of the Owner;
 - 1.1.7 where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- 1.2 Where the Work or any part thereof has been taken out of the Contractor's hands under subsection 1.5 (1), the Contractor shall not, except as provided in subsection 1.5 (3), be entitled to any further payment, including payments then due and payable but not paid and the obligation of the Owner to make payments shall be at an end, and the Contractor shall be liable upon demand of the Owner to pay to the Owner an amount equal to all loss and damage suffered by the Owner by reason of the non-completion of the Work by the Contractor.
- 1.3 Where the Work or any portion thereof has been taken out of the Contractor's hands under section 1.5 (1) and that portion is subsequently completed by the Surety, or by the Owner, the Owner shall determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of the Contractor's hands that in the Owner's opinion are not required by the Owner for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice to the Owner will result, pay that amount to the Contractor.
- 1.4 The taking of the Work, or any portion thereof, out of the Contractor's hands pursuant to subsection 1.5 (1) does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon the

Contractor by law, except the obligation to complete the physical execution of that portion of the Work so taken out of the Contractor's hands.

1.6 Indemnification Claims

1.1 The Contractor shall indemnify and save harmless the Owner and its respective officers and agent from all claims relating to labour and material furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities or omissions of the Contractor or those for whom the Contractor is at law responsible in performing the Contract or to an infringement or an alleged infringement of a patent of invention.

1.8 Subcontractors

1.1 On request of the Owner, the Contractor shall provide to the Owner a complete and firm list of the names and addresses of the subcontractors whom the Contractor will use for the Work.

1.2 The Contractor shall:

1.2.1 require the Contractor's subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract; and

1.2.2 be as fully responsible to the Owner for acts and omissions of the Contractor's subcontractors and of persons directly or indirectly employed by them as the Contractor is for acts and omissions of persons directly employed by the Contractor

1.3 The Contractor shall incorporate all the terms and conditions of the Contract necessary for the purpose of performing the Work pursuant to the Contract into all sub-contract agreements.

1.4 Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the Owner.

1.9 Early Termination

1.1 At any time during the term of this contract, either party may terminate this agreement upon giving the other party at least 60 days written notice of its desire to do so.

Part 2 Governing Regulations

2.1 The Residential Tenancies Act

- 1.1 The Contractor acknowledges that in accordance with the Residential Tenancies Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry during daylight hours not less than 24 hours prior to the time of entry.
- 1.2 The Contractor shall schedule any work accordingly and shall advise the Owner or whom the Owner shall designate at the site of the Work not less than 72 hours in advance of requested access to any resident's premises.

2.2 Laws, Notices, Permits and Fees

- 1.1 The by-laws, ordinances and legal requirements, rules, regulations, codes and orders of the municipality where the building is situated shall apply to the Work.
- 1.2 The Contractor shall obtain all permits, licenses, and certificates and shall pay all fees required for the performance of the Work.
- 1.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the Work, to the preservation of the public health and construction safety which are or become in force during the performance of the Work.
- 1.4 The Contractor shall not be responsible for verifying that the documents forming part of the Contract are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work and if any part of the Contract is at variance therewith, or changes which require modification to the Contract are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract price. The Contractor shall notify the Owner in writing requesting direction immediately if any such variance or change is observed by the Contractor.
- 1.5 If the Contractor fails to notify the Owner in writing and obtain its direction as required in subsection 2.1 (4) and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, the Contractor shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to the Contractor's failure to comply with the

provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

2.3 Ontario Labour Conditions, Fair Wage Scale and Construction Lien Claims

- 1.1 The Contractor shall employ on the Work only persons who are fully qualified to perform the work required. The Contractor shall comply with the provisions of the Government Contracts Hours and Wages Act, the Construction Lien Act, 1983, and where applicable, the Employment Standards Act and any Regulations passed under any of these Statutes. The Contractor shall ensure that all persons employed for the Work are paid not less than the wage rate set forth in the current Province of Ontario Fair Wage Schedule for the municipal location of the Work, and as it may be amended from time to time during the term of the Contract.

2.4 Minimum Truck Haul Rates

- 1.1 Where the Contractor engages the services of independent truckers to haul materials in the performance of the Contract the Contractor will pay at least the Minimum Truck Haul Rates as set by the Ministry of Transportation.
- 1.2 If the Contractor fails to pay the said rates, the Owner may pay any balance necessary to make up the minimum rate and charge it to the Contractor.

Part 3 Procedural Requirements

3.0 Award Letter and Contract Order

- 1.1 The Owner shall issue an award letter which shall be acceptance of the Tender and award of the Contract to the Contractor and a Contract Order which shall specify the date of commencement of the Work and the Contract Price for the Work.

3.1 Commencement of Work

- 1.1 Upon receipt of the Contract Order, the Contractor shall immediately contact the Owner to arrange prompt commencement of the Work and thereafter the Contractor shall continue the Work until completion.

3.2 Completion Date

- 1.1 The Contractor shall complete the Work within the time specified in the Tender Submission Form.

3.3 Co-operation

- 1.1 The Contractor shall co-operate with the Owner or whomever the Owner shall designate and arrange for all work to be expedited with the minimum of inconvenience to all parties, and shall report in writing and difficulties encountered in expediting the Work.

3.4 Supervision

- 1.1 The Contractor shall perform the Work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner.
- 1.2 The Contractor shall cause the Work to be performed either under personal supervision or under the supervision of a competent foreman who shall remain in charge until the Work is completed.

3.5 Use of Site Facilities

- 1.1 The Contractor shall furnish all labour, materials, equipment, transportation, storage of tools, trucks and any other incidentals required to perform the Work.
- 1.2 The Owner may provide storage for the Contractor's tools in appropriate storage rooms only, providing space is available at the site.
- 1.3 The Contractor and the Contractor's personnel may use the existing sanitary services, where provided, but if not available at the site, the Contractor shall provide such services at the Contractor's expense.
- 1.4 The Owner will permit the Contractor to make use of the water and hydro facilities on the sites. The Contractor shall:
 - 1.4.1 Make all necessary temporary connections:
 - 1.4.1.1 at the Contractor's expense;
 - 1.4.1.2 in accordance with all applicable laws, by-laws, ordinances, rules, regulations, codes and orders; and
 - 1.4.1.3 under the directions of the Owner; and
 - 1.4.2 remove all such temporary connections on the completion of the Work and make good all finishes and services to the satisfaction of the Owner.
- 1.5 The Contractor shall assume all liability for and be responsible for loss of or damage to the Contractor's materials or equipment and for any materials delivered to the Contractor from whatever source to the site of the Work.

3.6 Interference

- 1.1 The Contractor shall maintain normal building operation and traffic flow, with a minimum of inconvenience to the residents of the project.
- 1.2 The Contractor shall ensure that no essential services such as electric power and domestic hot water supply are interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season except with the prior written permission of the Owner.
- 1.3 The Contractor shall in every case where an interruption of service is to occur, make prior arrangements with the Owner.

3.7 Protection

- 1.1 Until the owner accepts the Work, the Contractor shall:
 - 1.1.1 Provide adequate protection to public and property;
 - 1.1.2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns and other areas affected by the Work from any damages resulting from performing work on this Contract;
 - 1.1.3 Protect the Work from damages from any cause;
 - 1.1.4 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

3.8 Clean-Up

- 1.1 At the end of each day's work, the Contractor shall remove:
 - 1.1.1 All debris and hazardous impediments from work areas and the site,
 - 1.1.2 All equipment and material which is not to be re-used for the Work shall be removed from the site unless stated otherwise in the Contract.
 - 1.1.3 No debris, excess materials, and or garbage shall be dumped or left behind at PHC properties.

3.9 Underground and Concealed Services

- 1.1 The Contractor shall be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the performance of the Work.
- 1.2 The Contractor shall take all the necessary precautions to locate the underground and concealed services and to protect them from damage.

- 1.3 The Contractor is responsible for making good to the satisfaction of the authorities concerned, any damages to services resulting from the Contractor's performance of the Work, without any additional cost to the Owner.

3.10 Powder Actuated Fastening Tools

- 1.1 The Contractor shall not use high velocity powder actuated fastening tools.
- 1.2 The Contractor may use low velocity powder actuated fastening tools only if operated by an operator holding a valid operator's certificate for the device being used.

3.11 Fire Protection

- 1.1 The Contractor shall take all necessary precautions during the performance of the Work to prevent the possibility of fire, including the use of fire resistant sheets to protect adjoining areas, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents.
- 1.2 The Contractor shall at all times, when welding, brazing and performing any operations with an open flame, combustible adhesives or inflammable solvents keep a portable fire extinguisher within 3 meters of the operation.
- 1.3 The Contractor shall ensure that all rags and waste containing oil, grease or other inflammable materials are stored in an approved metal container and are removed from the site at the end of each working day.

3.12 Cutting and Patching

- 1.1 The Contractor shall not undertake any cutting, coring, drilling, grinding or the like of any portion of the building envelope or structural elements, other than those indicated in the Contract without prior written approval of the Owner and in cases where such permission is granted, the Contractor, before commencing to cut any structural member must provide adequate supports and install a structurally acceptable alternate system.

Part 4 Adherence to Drawings and Specifications

4.0 Materials and Workmanship – Acceptability

- 1.1 The Contractor shall ensure that all materials, products, equipment and systems are new and they must be listed in the Canadian Construction Materials Centre's "Evaluation Listing or Evaluation Reports".

- 1.2 The Contractor shall give preference to materials, products and equipment of Canadian origin and manufacture.
- 1.3 The Contractor shall ensure that all work is performed by competent mechanics, skilled in the particular trade. Only first class workmanship will be accepted, not only with regard to safety, efficiency and durability, but also with regard to neatness and accuracy of detail.
- 1.4 The Contractor shall remove all unsatisfactory work and replace it at the Contractor's expense to the satisfaction of the Owner.
- 1.5 If in the opinion of the Owner it is not expedient to correct defective work or work not done in accordance with the Contract, the Owner may deduct from the Contract price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined by the Owner.

4.1 Deviations

- 1.1 The Contractor shall not make any deviations from the Drawings and Specifications without prior written permission from the Owner and the Contractor shall correct unauthorized deviations at the Contractor's expense.

4.2 Changes in Work

- 1.1 The Owner, without invalidating the Contract, may make changes by altering, adding to, or deducting from the Work, with the Contract price and the completion date being adjusted accordingly.
- 1.2 No additional work shall be done nor shall other changes be made to the Contract without receiving prior written authority from the Owner.

4.3 Valuation of Changes in Work

- 1.1 The Owner shall determine the method of valuation of any changes in the Work by any one or more of the following methods:
 - 1.1.1 by estimate and acceptance in a lump sum;
 - 1.1.2 by unit prices;
 - 1.1.3 by cost and percentage or by cost and a fixed fee.
- 1.2 In cases of an addition to the Work to be paid for pursuant to clause 4.1.3, the Contractor shall keep and present to the Owner in such form as the Owner may direct a correct account setting out overhead and profit and the net cost of labour and materials, together with vouchers. The Owner shall

certify the amount including a total sum for overhead and profit not to exceed 15% of the net cost of labour and materials.

4.4 Samples of Materials, Testing of Materials

- 1.1 The Contractor shall furnish for the approval of the Owner or whomever the Owner designates such samples of materials, tests and designs as required from time to time. The Work must be in accordance with the approved samples, tests and designs.
- 1.2 The Contractor shall pay all costs for such samples and test required by the specifications. If not specified, the cost of such samples and tests will be authorized as an addition to the Contract Price.
- 1.3 Any inspections or testing required by the Owner as a result of the defects which were revealed by inspections or testing carried out in the course of the Contract shall be carried out at the Contractor's expense.

4.5 Performance Tests

- 1.1 The Contractor shall perform and pay for all tests as required by the authorities having jurisdiction and as may be required by the Owner to prove that all systems and equipment are performing as designed.

Part 5 Payment and Warranty

5.0 Payment and Holdbacks

- 1.1 For the purpose of the Construction Lien Act, 1990, the Payment Certifier shall be the Owner, or any person the Owner may designate from time to time and as required by the Construction Lien Act, 1990, the Payment Certifier shall:
 - 1.1.1 Determine and certify substantial performance; and
 - 1.1.2 Determine completion
- 1.2 The Owner will make payments to the Contractor as follows:
 - 1.2.1 90% of the invoiced amounts submitted by the Contractor to the Owner prior to substantial performance and not more frequently than monthly for labour, material and services incorporated in the Work to the satisfaction of the Payment Certifier or delivered to the site and supported by such evidence of correctness as the Payment Certifier may require:
 - 1.2.2 10% of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Lien Act, 1990, within a

reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Lien Act, 1990 and if the Work performed is to the satisfaction of the Payment Certifier;

1.3 Any further amount due under the Contract upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Lien Act, 1990.

1.4 Where applicable the Contractor shall obtain an inspection certificate for any installation which is part of the Work from the Federal, Provincial or Municipal Authority responsible for the issuance thereof and shall deliver such certification to the Owner before receiving final payment.

5.1 Evidence of Publication

1.1 If the Contractor requests and receives a Certificate of Substantial Performance, the Contractor shall provide the Owner with evidence of publication (including name of paper, date of publication, etc.), of the Certificate of Substantial Performance acceptable to it.

5.2 Tax Changes

1.1 In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

5.3 No Additional Payment for Increased Costs

1.1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by any increase or decrease in the cost of plant equipment, labour, materials or the wage rates set out and prescribed herein.

5.4 Warranty

1.1 The Contractor shall warrant the Work covering both labour and material for a period of one year (except where noted otherwise) from the date of completion to the satisfaction of the Owner and extend the warranty on replaced parts and workmanship for a period of one year from the date of acceptance of the replacement parts and workmanship.

1.2 The warranty given pursuant to this section shall not limit extended warranties on any items of equipment or material called for elsewhere in the Specifications.

1.3 The Contractor shall, to the extent permitted by manufacturers and suppliers, assign to the Owner the benefit of any warranty by any manufacturer or supplier in addition to the warranty as provided in subsection 5.4(1).

Part 6 Time

Time is of the essence of the Contract.

Part 7 PHC Policies

1.0 Peterborough Housing Corporation - Maintenance Performance Standards Policy For Contractors and Staff

Peterborough Housing Corporation is dedicated to the principles of "Quality Customer Service" in the operation of its housing portfolio. The policy, "Your Rights as a Resident to Maintenance Services", spells out our commitment and approach when we undertake repair work in our residents' homes.

Our policy for standards and procedures to be followed by staff and contractors authorized to complete work on behalf of the PHC includes:

- Equal, fair and courteous treatment of residents, staff and contractor personnel, free from any form of harassment or discrimination.
- Prompt completion of repair work. Emergency repairs shall be undertaken as quickly as possible. Non-emergency work shall be completed within two weeks.
- Work delays for any reason will be reported to the appropriate PHC staff.
- Only good quality work, using good quality material, is acceptable.
- Only the repair work described in the work order issued by PHC shall be undertaken, unless the PHC has been contacted and authorization given.
- Contractors are required to repair or arrange for repair of damages incurred during the course of their work, eg: drywall removed to repair a pipe, unless arrangements have been made with the PHC.
- Contractors will have adequate insurance to cover any liability they may incur due to damages caused to PHC or residents' property.
- Contractors will ensure that their employees display proper identification, including a photograph, company name and employee name, when they enter a resident's home. PHC staff will identify themselves and provide identification upon request.
- The work site will be left clean and all debris associated with the repairs shall be removed

- Safety footwear must be worn by PHC staff and contractors, but should be clean before entering a resident's premises. Staff/contractors are recommended to use overshoes when required by weather conditions.
- When necessary, contractors retained by the PHC to undertake work shall provide an after hours and weekend response to emergencies in accordance with a rotation schedule
- Smoking is not permitted by contractors or PHC staff in residents' homes
- Contractors and PHC staff shall not consume or be under the influence of alcohol or illicit substances while working on PHC property.

2.0 Peterborough Housing Corporation Policy Your Rights as a Resident To Maintenance Service

Peterborough Housing Corporation, through its staff and the contractors it hires, is committed to maintaining your home to a safe and comfortable standard. We will strive to ensure that our budgets receive enough funding to meet our standards.

You Should Expect...

- Prompt and good quality repair work.
- Adequate heat to meet municipal standards.
- Safety devices in good working order, including window locks, fire alarm systems or smoke detectors, door closers and locks.
- Appliances, where provided, in good working order.
- Effective treatment of pests (such as roaches or mice).
- Good quality painting in your home.

Our Service Commitment Includes...

Courteous Service:

You have a right to be treated fairly and courteously by our staff and contractors.

Identification:

Contractors and their employees will wear or show proper identification if they need to enter your home to complete repairs.

Emergency Work:

PHC supervisory staff will take turns being available for after hours "emergency" repair requests such as sewer back-ups, no heat, no water, fire damage, elevator breakdowns, etc., phone 705-742-7911 after hours.

3.0 PHC Equity Policy

Statement Of Principles

The Peterborough Housing Corporation fully supports the Canadian Charter of Rights and Freedoms, the Ontario Human Rights Code, and the Ontario Policy on Race Relations. Every person has a right to equal treatment. Harassment and discrimination are prohibited.

Peterborough Housing Corporation will ensure that:

- Discrimination and or harassment of any form will not be tolerated.
- Tenants and applicants have a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, handicap or the receipt of public assistance.
- Board members and staff have a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.
- Contractors having legal capacity have a right to contract on equal terms without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap.
- All staff, board members, tenants, applicants and contractors are made aware that discrimination and or harassment will not be tolerated.
- All tenants live in an environment free from any form of discrimination and or harassment.
- Incidents that cause conflict and tension are appropriately addressed.
- Healthy relations are promoted among staff, board members, tenants, applicants, and contractors.
- Policies and practises adhere to the principles stated above.

End of Section

Appendix A: Acceptance of RFP Terms & Conditions

All proponents are required to have this document signed by a person authorized to sign on behalf of the Contractor and to bind the Proponent to statements made in response to this RFP and acknowledge all the Terms and Conditions of this RFP:

RFP-2025-005 – Shingled Roof Upgrades and Replacements

Various PHC Properties:

2032, 2038, 2042 Pratts Marina Rd, Selwyn ON, K0L2H
665 Crawford Rd, Peterborough ON, K9J7H3
850 Fairbairn St, Peterborough ON K9H6C1

Company Name (Please Print)

Name (Please Print)

Title (Please Print)

Telephone Number

Email

Signature

Date

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the PHC in accordance with the Terms of the Contract and Contract Documents of this RFP.

TENDERS RECEIVED VIA ONLINE BIDDING PORTAL

APPENDIX B: BID FORM

To: Peterborough Housing Corporation

Attention: Mr. Zack Heurkens, Assistant Manager- Special Projects

Re: Tender submission for RFP-2025-005 – Shingled Roof Upgrades and Replacements, various PHC properties:

2032, 2038, 2042 Pratts Marina Rd, Selwyn ON, K0L2H
665 Crawford Rd, Peterborough ON, K9J7H3
Blocks 1-8, 9-12, 33-39, 40-46, 47-51
850 Fairbairn St, Peterborough ON K9H6C1
Blocks 20-27, 28-36

1.1 We _____ agree for the
(Company Name)

Stipulated Price stated below to supply all necessary labour, materials, plant, equipment and services as may be required for the execution and completion of all work in connection with the above referenced project for Peterborough Housing Corporation, in accordance with Instructions to Bidders, the General Conditions, Supplementary General Conditions, Specifications and Drawings, if applicable and to the entire satisfaction of Peterborough Housing Corporation.

1.2 STIPULATED PRICE: Base Quotes on the Following Groups SEPERATLEY on the submission document, Awards will be based on the following areas, PHC reserves the right to award to multiple proponents at its discretion between the listed groups.

2032,2038,2042 Pratts Marina Rd, Selwyn ON K0L2H

- Single Detached houses close together
- Asphalt Shingle Colour Black (all houses are currently different)

\$ _____ Dollars

(\$ _____)

665 Crawford Rd, Peterborough ON, K9J7H3

Blocks 1-8, 9-12, 33-39, 40-46, 47-51

- Multi-unit townhomes
- There are asphalt shingle pitched roofs with small lower roofs over the entrances to units.
- Asphalt Shingle Colour Tan

\$ _____ Dollars

(\$ _____)

850 Fairbairn St Peterborough ON K9H6C1
Blocks 20-27, 28-36

- Multi-unit Townhomes
- Asphalt Shingle Colour Brown

\$ _____ Dollars

(\$ _____)

1.3 H.S.T. is not included in the Stipulated Price.

1.4 Our Stipulated Price includes Contingency Allowance in the Total Amount of \$15,000.00 (Fifteen Thousand Dollars) as listed in the Instructions to Bidders.

1.5 We have received and included for Addenda No. _____ to _____ in the Stipulated Price.

1.6 In the event that work extra to that included in the Contract is required, and is authorized in writing by the Owner, the Contractor shall be allowed a mark-up for overhead and profit calculated as follows:

- .1 ten percent (10%) on Work performed by the Contractor's own forces, and
- .2 five percent (5%) on Work performed by Subcontractors.

1.7 We agree the Owner reserves the right to accept or reject prices bid for the work or for any portion of the work.

1.8 We agree to complete all work including necessary overtime work pursuant to this Contract in the period required to meet the scheduled completion dates.

1.9 Attached to this Tender is our most recent Workplace Safety and Insurance Board Firm Detail Profile Report (from the latest version of experience rating programme) or Cost & Frequency Record.

1.10 We have carefully examined all the Tender Documents, have visited the Site, and have a clear and comprehensive knowledge of the Work required under this Contract and of all the working conditions and schedule requirements.

1.11 We submit the names of subcontractors upon whose tender the stipulated price was based:

TRADE	FIRM	ADDRESS

1.12 We the undersigned agree that this Tender is valid and irrevocable and subject to acceptance by the Owner without notice to us for a period of Sixty (60) days from date of receipt of Tender, and that if notified of award of Contract, we will within ten (10) days of receipt of notification of Acceptance of Tender:

- .1 Furnish to the Owner, copies of insurance policies as required by the Conditions of the Contract.
- .2 Furnish to the Owner a breakdown of the Stipulated Price in such form and detail as required by the Owner for progress payments, taxation and internal accounting purposes.
- .3 Furnish to the Owner, a Performance Bond and a Labour and Material Payment Bond each in an amount equal to 50% of the Stipulated Price to ensure the full and proper completion of the Contract.
- .4 Commence the work forthwith after the receipt of a letter of intent, contract or Purchase Order or when notified to do so by the Owner and to execute the work continuously to completion. Time shall be the essence of the Contract and the work shall be completed in accordance with the schedule outlined in the Instructions to Bidders.
- .5 Furnish to the Owner a Clearance Certificate of the Workplace Safety and Insurance Board.
- .6 Submit within three (3) days of award of the contract a detailed construction schedule to the Owner for approval.
- .7 Furnish to the Owner a copy of our Corporate Safety Policy.

1.13 Wherever the plural is used herein, the same shall be read and construed as if the singular had been used where the facts and context so requires and as if all necessary grammatical changes had been made.

1.14 Bid Security: Attached to this tender form is a bid bond or certified cheque payable to Peterborough Housing Corporation in the amount of 10% of the Total Stipulated Tender Price. I/We the undersigned agree that if I/We withdraw this tender or default in executing a contract or providing the required Performance Security in accordance with the terms of the bid documents, the Owner shall have sustained liquidated damages in the amount equal to the difference between the amount of this bid and the amount for which the Owner legally contracts with another party to perform the work, if the latter amount exceeds the former up to a maximum of 10% of the Total Stipulated Tender Price and such amount shall become the property of the Owner.

1.15 Tender Alternatives

Item No.	Item Specified	Proposed Substitution	Change in Price if any

1.16 Signature and Seal of Bidder: By my signature hereunder, I hereby agree to supply all of the labour, material, equipment and services required to complete the work specified for the RFP-2025-005 – Shingled Roof Upgrades and Replacements in accordance with all of the terms and conditions of this tender.

Dated this _____ day of _____, 2025

Name of Company

Street Address

Signature of Company Official
(I have authority to bind the Company)

Telephone No.

Name and Title

Postal Code

Signature of Company Official
(I have authority to bind the Company)

Telephone No.

Name and Title
SEAL

Facsimile No.

E-mail Address

H.S.T. Registration No

If the bidding firm is a limited company, the company seal must appear on this Bid Form with the signature(s) of the proper signing official(s).

End of Section