

**Whitewater Brewing Company
Highway 17
Cobden, Ontario**

**Tender Package
Documentation**

August 2015

Project Team

**Whitewater Brewing Company
Highway 17
Cobden, Ontario**

Tender Package

Owner (Tenant)

Whitewater Brewing Company
22 Fletcher Road
Foresters Falls, Ontario, K0J 1V0
Telephone (613) 582-7227
Contact Chris D. Thompson

Construction Manager

TAL-CO Building Innovations Limited
1341-2 Coker Street
Greely, Ontario, K4P 1A1
Telephone (613) 821-3959
Facsimile (613) 821-2938
Contact Keith B. Oster

Project Manager

TAL-CO Building Innovations Limited
1341-2 Coker Street
Greely, Ontario, K4P 1A1
Telephone (613) 821-3959
Facsimile (613) 821-2938
Contact Catherine Weber

Architect

Aside Architects
FR 205-33 Beaver Lake Road RR#1
Trent Lakes, Ontario, K0L 1J0
Telephone (705) 812-2451
Cell (416) 841-6963
Cell (6130) 406-5254
Contact: Andy Thomson

Structural Engineer

Cleland Jardine Engineering Ltd.
200-580 Terry Fox Drive
Kanata, Ontario, K2L 4B9

Telephone (613) 591-1533
Facsimile (613) 591-1703
Contact Brian Johnson

1 FORM OF CONTRACT

- .1 The Contract is based on the Canadian Construction Association CCA-1, 2008, for Stipulated Price Subcontract and the Supplementary Conditions attached.

2 OWNER'S Representative/Project Manager

- .1 The Owner's Representative is: TAL-CO Building Innovations Limited
1341-2 Coker Street
Greely, Ontario, K4P 1A1
Telephone (613) 821-3959
Facsimile (613) 821-2938
Attention: Keith B. Oster

- .2 TAL-CO will act as the Project Manager. As such, Keith B. Oster represents the Owner in all matters pertinent to the project.

- .3 The Construction Manager is: TAL-CO Building Innovations Limited
1341-2 Coker Street
Greely, Ontario, K4P 1A1
Telephone (613) 821-3959
Facsimile (613) 821-2938
Attention: Keith B. Oster

3 DOCUMENTS

- .1 Documents may be obtained from the Project Manager.
.2 All Tender Information will be made available electronically via TAL-CO's website.
.3 Addenda - Will be forwarded to all invited, pre-qualified Bidders.

4 INVITATIONS TO BID

- .1 Bids are by invitation only from pre-qualified bidders. Bids from unsolicited bidders will be returned unopened.

5 PRE-QUALIFIED SUBCONTRACTORS

All pre-qualified subcontractors have received their Invite to Tender either via facsimile or by e-mail.

6 FAIR WAGES

- .1 Use rates of wages, hours and conditions of work in accordance with Provincial Codes and local fair wage laws.
.2 Employ labour forces on the site that have compatible affiliations with any labour organization.
.3 Where possible, employ labour force resident in the district.

7 DELIVERY OF BIDS

- .1 All Bids will be submitted either by facsimile or by e-mail to TAL-CO Building Innovations Limited.

Address Bid to: TAL-CO Building Innovations Limited
1341-2 Coker Street
Greely, ON K4P 1A1
Attention: Keith B. Oster
Project Manager

REFERENCE:
Whitewater Brewing Company
Highway 17, Cobden

- .3 Latest date and time for delivery of Bid will be determined on an individual "Lot Number" basis.
- .4 Bids received after the date and time specified will not be accepted.
- .5 Bids will be reviewed in private.
- .6 Tenders which are incomplete, conditional, illegible or obscure, and/or that contain additions not called for, reservations, alterations and/or irregularities of any kind, may be rejected as informal.

8 BID FORM

- .1 Use Bid Form, Section 00300, a copy of which is attached to this Specification.
- .2 Complete Bid Form in ink, giving all information requested.
- .3 Do not alter or erase prices or figures. Restrict alterations to information such as the List of Subcontractors.
- .4 Sign Bid Form in the space provided. Affix Corporate Seal where applicable. Signature shall be by a principal, duly authorized to sign Contract. Letter of resolution must accompany the submission if signed by a party other than the Signing Officer of the company.
- .5 Complete Appendix A where applicable and indicate work being subcontracted, include the name of to whom the work is to be subcontracted
- .6 Incomplete Bids may be considered invalid and may be rejected.

9 ACCEPTANCE OF BID

- .1 Bids shall be open to acceptance by the Owner and irrevocable by the Bidder for a period of sixty (60) days from the specified receiving date.
- .2 The Owner will not entertain requests for gratuitous payments arising from errors alleged to have been made in a Bid that has been accepted.
- .3 Time shall be of the essence and the Contractor acknowledges this with his tender submission.
- .4 It is important to note that the lowest submitted bid may not necessarily be the accepted bid.

10 CONTRACT DOCUMENTS

- .1 The Documents relative to this proposal are:
 - .1 All documents listed within the Tender Document Summary September 16, 2015.

11 NOTICES, PERMITS AND FEES

- .1 The Contractor shall apply and pay for all applicable permits, security and other deposits, licenses, taxes and fees required.
- .2 Give all required notices and comply with all laws, ordinances, rules, regulations, Codes and orders of authorities having jurisdiction. In areas where multiple jurisdictions reside, the most stringent will apply.

12 COMPLETION DATE

- .1 In the space provided on the Bid Form, the Bidder is to confirm that they can meet the preliminary substantial completion date as per the current project schedule dated January 15, 2016.

13 CONDITIONS IMPLIED BY SUBMISSION OF BID

- .1 Submission of Bids shall constitute acceptance by the Bidder and inclusion in his proposal of provisions for all condition and limitations, particularly as regards to working and storage space and access facilities, laws, ordinances and regulations, whether specifically mentioned or implied and as required to complete the Contract in every respect.

14 DISCREPANCIES

- .1 Should the Bidder find discrepancies and ambiguities or omissions from the drawings or Specifications, or should he be in doubt as to their meaning, he shall notify the Construction Manager, who will send a written Addendum to all Bidders. The Construction Manager will not be responsible for any oral instructions. All Addenda shall be incorporated in the proposal and

shall become a part of the Contract Documents and their receipt shall be acknowledged in the space provided on the Bid Form.

15 APPLICATION FOR PAYMENT

- .1 The payment of invoices will be made within a period of thirty-five (35) days. The holdback will be 10% payable 45 days after substantial completion of project. Any interest costs will have to be included in your tender price. Note: These payment terms coincide with all other payment terms including those listed in the CCA-1 2008 contract.

16 SUBSTITUTIONS

- .1 Bidders must apply for approval from the Construction Manager 2 days prior to Bid closing for any product or material they propose to use which is in variance with the specifications. Requests for alternates must be submitted to Construction Manager in duplicate, accompanied by duplicate catalogue cuts, specifications and written manufacturer's installation instructions.
- .2 Upon approval from the Construction Manager, an Addendum will be issued to all Bidders advising of approved product or material.
- .3 Any product or material utilized without approval from the Construction Manager, will have to be removed from the Site and replaced with that specified at no extra cost to the Owner.

17 SUBCONTRACTOR NON-PAYMENT

- .1 Subcontractors shall notify the Construction Manager in writing if the Contractor fails to make payment when due. The Construction Manager will consider payment has been duly made if no such written notices are received.

18 BID SIGNING

- .1 The Bid will be executed under seal by the Bidder.
- .2 If the Bidder is an individual or a partnership, the Bid shall be executed by an individual or partner in the presence of a witness and the signer must show the capacity in which he signs (e.g. "Partner" or "Proprietor").
- .3 If the Bidder is a corporation, the Bid shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors.
- .4 If the Bidder is a joint venture, each party to the joint venture shall execute the Bid under seal in the manner appropriate to such party.
- .5 Have signing officer initial all alterations and deletions to the Bid.

19 APPENDIX A

- .1 Bidders shall submit Appendix A of the Bid Form at the same time as the Bid Form. Include a complete list of all Subcontractors who will be performing work on the Site either on behalf of the Contractor or any of his Subcontractors. Changes in this list will not be permitted without written approval from the Construction Manager or Owner.

Note: If the Bidder proposes to do the Work or any part thereof with persons directly employed by him and not be subcontracted, then he shall insert the words "By Own Forces" where appropriate.

20 TENDER DOCUMENTS & SPECIFICATIONS

- .1 All documents as issued during the Tender Period are to be viewed as a whole and not individually. If there is conflicting information, it is your responsibility to advise the Construction Manager so that clarification can be issued prior to contract award.
- .2 The Contractor is cautioned to check pages in the Specification against the number of pages listed in the Index to ensure that the Specification is complete.

21 SITE EXAMINATION

- .1 Examine the Project Site and surrounding properties before submitting a Bid, either personally or through a representative and determine the nature and location of the work, local conditions, the equipment and facilities needed preliminary to and during the prosecution of the work, the means of access to the site, on-site accommodation, all necessary information as to risks, contingencies and circumstances, which may affect the Bid, and all other matters which can in any way affect the work. Bidders are fully responsible for obtaining all information required for the preparation of their Bid.
- .2 Claims for additional costs will not be entertained with respect to conditions which would reasonably have been ascertained by an inspection of the site prior to Bid closing date.
- .3 Site examination (if requested) must be coordinated through the Construction Manager before the tender closing date.

22 FEDERAL TAXES

- .1 The Harmonized Sales Tax (HST) is an applicable tax for the purpose of this bid. The Bidder shall therefore identify separately where indicated on the Bid Form the amount the Owner becomes liable to pay for HST for the whole project to the completion.
- .2 Refer to Item 12 Article GC15 Taxes and Duties of the Supplementary Conditions.

END OF SECTION

PROJECT: **Whitewater Brewing Company**
Highway 17
Cobden, Ontario

NAME OF CONTRACTOR: _____

ADDRESS: _____

TELEPHONE NO.: _____

DATE OF SUBMISSION: _____

TO: TAL-CO Building Innovations Limited
1341-2 Coker Street
Greely, Ontario, Canada, K4P 1A1
Telephone 613-821-3959
Facsimile 613-821-2938
Contact: Keith B. Oster

Having carefully examined the:

INSTRUCTIONS TO BIDDERS
GENERAL CONDITIONS OF THE CONTRACT
DRAWINGS AND SPECIFICATIONS
SCOPE CLARIFICATION

for the new construction of the Whitewater Brewing Company, and the Addenda numbered _____ to _____ inclusive, to the Specifications or Drawings, and having visited and investigated the site and examined all conditions affecting the Work, the undersigned offers, if notified in writing of the acceptance of this Bid within thirty (30) days of the time for the opening of Bids, to furnish all plant, equipment, labour and material and perform all duties and services called for by the ENTIRE WORK, that being Whitewater Brewing Company, as set forth in the Tender Documents including all costs, expenses, allowance, disbursements, overhead and profit, Excise Taxes, Custom Duties, Freight and Exchange and all other charges. Excluding HST, these Taxes Extra and noted as indicated.

_____ Dollars (\$) _____)

6. Allowable Mark-ups

Maximum mark-ups for any increase in the Contract or Subcontract Sums, to cover the combined cost for overhead and profit and applied to the net cost of the increase shall be:

- .1 Work carried out by Subcontractor's Own Forces 10 %

- .2 Work carried out by Subcontractors:
 - Subcontractor's mark-up 10 %
 - Sub-subcontractor's mark-up 5 %

Yours very truly,

Witness

Signature
Print Name and Designation of Signing
Officer:

Corporate Seal

Company Name:

Address:

NOTE: If Bid is submitted by or on behalf of any Corporation it must be signed in the name of such Corporation by some duly authorized officer or agent thereof, who shall also subscribe his own name and office. The seal of the Corporation will also be affixed. If the Bid is submitted by or on behalf of an individual or partnership, it must be executed under seal.

This Bid Form is in plural form. If Bid is by an individual, the singular form shall be implied.

APPENDIX A

REGULATIONS FOR WORK INSIDE THE FACILITIES AND ASSOCIATED WITH THE PROJECT

1. All subtrades will attend the mandatory site safety orientation to be scheduled during the first week of construction.
2. All drawings and specifications are to be read in conjunction with each other and as a whole. Any discrepancies must be provided to the Construction Manager attention as soon as they are discovered.
3. The contractor and subcontractors and their staff shall use the designated parking facility.
4. Portable toilets will be provided.
5. Kindly maintain this space clean at all times.
6. Workers are required to attend a safety procedure course given by the Construction Manager prior to commencing work and must comply with the Construction Managers safety rules at all times.
7. No smoking allowed in the building at any time.
8. This project is to be preformed under the rules and regulations of the Ontario Ministry of Labour.
9. The Construction Manager is not carrying a "wrap-up" insurance policy for this project. All trades must provide proof of their own insurance, including WSIB.
10. All tradesmen are to sign-in and sign-out at the Construction Managers Site Office on a daily basis.
11. Any person found not complying with the above shall be asked to leave the site immediately.
12. Include this document duly signed as part of the Tender package.

We acknowledge and accept the above-mentioned regulations.

Date: _____

Signature

Printed Name

END OF SECTION

1. **STANDARD FORM OF CONTRACT**

- .1 The Standard Construction Document CCDC #2, 1994, Stipulated Price Contract, consisting of the Agreement between Owner and Contractor, Definitions, General Conditions of the Stipulated Price Contract, Part 1 to part 12 inclusive governing same, is hereby named as Contractual Agreement.
- .2 Substitute the term "Construction Manager" where the term Contractor appears in all contract documents.

2. **AGREEMENT BETWEEN OWNER AND CONTRACTOR/CONSTRUCTION MANAGER**

- .1 The following amendments to the Articles are hereby made part of the Agreement:
 - .1 Article A-5 - Payment
 - .1 In paragraph (5.1) insert "after holdback of ten percent (10%) - 1983 Construction Lien Act.
 - .2 In paragraph 5.1.2 after "work" add "as certified by the Consultant".
 - .3 In paragraph 5.1.3 delete "the issuance of the" and substitute "receipt of the Consultant's".
 - .4 In paragraph 5.3.1 insert two percent (2%).
 - .2 Strike out "French where applicable".

3. **DEFINITIONS**

- .1 Add the following:
 - "21(a) Wherever the words "reviewed", "approved", "instructed", "required", "directed", "permitted", "inspected", "ordered", or similar words are used, it shall be understood that they mean, unless the context provides otherwise, "reviewed by the "Consultant", "approved by the Consultant", "instructed by the Consultant", "required by the Consultant", "Directed by the Consultant", "permitted by the Consultant", "inspected by the Consultant" and "ordered by the Consultant".
 - (b) Wherever the words "satisfactory", "submit", or similar words or phrases are used in the Contract Documents, it shall be understood, unless the context provides otherwise, "satisfactory to the Consultant", and "submit to the Consultant".
 - "22 The words "by others" when used in the Specifications or on the Drawings, will not mean by someone other than the Contractor. The only means by which something shown or specified will be indicated as not being in the Contract is by the use of the initials "NIC" or the words "Not in (the) Contract" or "by Owner".
 - "23 "Exposed" means visible by the occupants at completion of the work, unless scheduled, indicated, or specified otherwise. This includes all items on roof areas, mechanical and service rooms, inside of cupboards and the like."

4. **SUPPLEMENTARY GENERAL CONDITIONS**

- .1 The following Amendments to the General Conditions of the Stipulated Price Contract are hereby made a part of the General Conditions of the Agreement.
 - .1 Article GC-1-1, Contract Documents
Supplement by adding to paragraph 1.1.8 as follows:

"The Specifications are divided into Divisions and the Divisions into Sections for the purpose of convenience, but a Section may consist of the work of more than one Trade Contractor or Supplier. The Specifications are intended to be read as a whole."

.2 Delete paragraph 1.1.10 and substitute:

"1.1.10 The Owner shall provide to the Contractor without charge twelve (12) copies of Contract Documents, to perform the work."

.2 GC-4.1 - Cash Allowances

.1 Supplement by adding 4.1.8 as follows:

"4.1.8 Conform to administrative instructions given in Section 01020 of the Specifications."

.3 GC-4.2 - Contingency Allowance

.1 Supplement by adding paragraph 4.2.4 as follows:

"4.2.4 Conform to administrative instructions given in Section 01020 of the Specifications."

.4 Article GC-5.3 - Progress Payments

.1 Revise Article 5.3.2 by changing "5 (five) days after the issuance of a Certificate for Payment by the Consultant" to read "10 (ten) working days".

.2 Add sentence at the end of Article 5.3.2 as follows:

"Payment delays of the approved amount beyond 60 (sixty) days, will entitle the Contractor to receive interest payment on the overdue amount at rate equal to the Prime Bank Rate on that thirtieth day."

.3 Add new paragraph 5.3.3 as follows:

"The General Contractor shall make payments to the subcontractors on accounts as provided in Articles A-5 of the Agreement. Payment shall be issued no later than 60 (sixty) days after the date of a certificate for payment issued by the Consultant."

.5 Article GC-7.2 - Contractor's Right to Stop the Work or Terminate the Contract

.1 Add new paragraph 7.2.6:

"7.2.6 If the Contractor stops the work or terminates the contract as provided for in paragraph 7.2.1 to 7.2.5 above, he shall ensure the site and the work is left in a safe, secure condition as required by Authorities having jurisdiction and the Contract Documents."

.6 Article GC-8.2 - Negotiation, Mediation and Arbitration

.1 Delete 8.2.1 through 8.2.8 inclusive.

Replace with:

GC8.2 DISPUTES

8.2.1 Differences between the parties to the Contract as to the interpretation, application or administration of this Contract or any failure to agree where agreement between the parties is called for, herein collectively called disputes, which are not resolved in the first instance by decision of the Consultant pursuant to the provisions of GCC2.2 Role of the Consultant, 2.2.7 shall be settled in accordance with the requirements of this General Condition.

8.2.2 The claimant shall give written notice of such dispute to the other party no later than thirty (30) days after the receipt of the Consultant's decision given under GC 2.2 Role of the Consultant 2.2.7. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The other party shall reply to such notice no later than fourteen (14) days after he receives or is considered to have received it, setting out in such reply his grounds and other relevant provisions of the Contract Documents, GC 2.2 Role of the Consultant 2.2.7.

8.2.3 If the matter in dispute is not resolved promptly, the Consultant will give such instructions as, in his opinion, are necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by so doing, neither party will jeopardize any claim they may have.

8.2.4 It is agreed that no act by either party shall be construed as a renunciation of waiver of any of his rights or recourses, provided he has given the notices in accordance with paragraph 8.2.2 and has carried out the instructions as provided in paragraph 8.2.3.

8.2.5 If no provision or agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.

8.2.6 In recognition of the obligation by the Contractor to perform the disputed work as provided in paragraph 8.2.3, it is agreed that settlement of dispute proceedings may be commenced immediately following the dispute in accordance with the foregoing settlement of dispute procedures.

.7 Lien Clause GC 16.1 of Contract CCA-1/2008:

The Subcontractor shall use its best efforts to ensure that no construction liens and related Certificates of Action or written notice of liens, pursuant to the legislation in place at the place of the Project, by those performing work under the Subcontract, are respectively registered against the Project lands and premises or submitted to the Owner and/or Contractor. Within Five (5) business days of the Contractor providing written notice to the Subcontractor that one or more construction liens of the subcontractors suppliers, employees, unions and/or sub-subcontractors has been placed on the Project premises the Subcontractor shall forthwith at its own expense remove such construction lien or liens from the title to the project failing which the Contractor may do so at the subcontractors expense. The Contractor shall have the right, at its sole option, to pay, satisfy, discharge or vacate any such construction lien and related Certificate of Action and/or written notice of lien and the Contractor shall be entitled to deduct and set off against any amount due to the Subcontractor all costs, expenses, and damages including but not limited to all legal costs, administrative costs, bonding costs and interest charges, and/or claim compensation from the Subcontractor for same.

END OF SECTION

PART 1: GENERAL

1.1 GENERAL CONDITIONS

1. The General Conditions, Instructions to Bidders, Division 1, and supplements and/or addenda thereto form an integral part of this specification and must be read in conjunction herewith.

1.2 CASH ALLOWANCES

1. Include in the stipulated Price quoted, the sums for the cash allowances noted hereinafter
2. Cash allowances specified herein shall be carried and administrated by the by the sub-contractor. Cash allowances shall not be included by a sub-contractor in the amount for his Subcontract work.
3. Expend cash allowances only on Construction Managers written instructions.
4. Include in each expenditure from cash allowances applicable taxes as specified in the General Conditions of the Contract.
5. Cash Allowances to be determined.

1.3 CONTINGENCY ALLOWANCES

1. Include in the stipulated Price quoted, the sums for the Contingency allowances noted hereinafter.
2. Contingency allowances specified herein shall be carried and administrated by the by the sub-contractor. Contingency allowances shall not be included by a sub-contractor in the amount for his Subcontract work.
3. Expend Contingency allowances only on Consultant's written instructions.
4. Include in each expenditure from Contingency allowances applicable taxes as specified in the General Conditions of the Contract.

END OF SECTION

1. SUPPLEMENTARY DEFINITIONS

- .1 In the Specifications, references such as "shown on the Drawings", "specified", "scheduled", "called for", and the like shall be deemed to include work required by any of the Contract Documents.
- .2 In the Specifications the expression Section(s) is synonymous with Subcontractor(s) if the context permits. The expression "all Sections" shall be deemed to include the Contractor.

2. MATERIAL HANDLING AND STORAGE

- .1 Store packaged materials in original, undamaged containers with manufacturer's labels and seals intact.
- .2 Store sand, masonry units and manufactured items off ground on approved supports and protect each pile with weatherproof covering: stack to permit air circulation and to prevent damage to units. Use mechanical equipment for handling to minimize damage.
- .3 Prevent damage to materials during handling and storage.
- .4 Damaged materials are not acceptable; remove damaged or rejected materials from site immediately at own expense.

3. LINTELS AND BRIDGING

- .1 Ensure correct formation and bridging of openings in masonry and structural walls required by the Sections. Conform with lintel requirements shown on Structural Drawings or Standard Details.

4. TEMPORARY WORK

- .1 The expression "provide" shall be deemed to include the provision, installation and finishing, maintenance, servicing and removal of the work described. All work damaged by temporary installations shall be repaired and made good at no expense to the Owner.

5. EXAMINATION

- .1 Each Section shall examine surfaces prepared by other Sections which affect its work and shall ensure that defects are corrected. Commencement of work shall imply acceptance of prepared work.
- .2 All Sections shall check and verify with the Contractor all dimensions, especially those pertaining to the work of more than just their Sections.
- .3 All details and measurements of any work which is to fit to, or conform with, work already installed by other Sections, shall be taken at the job site by the Sections concerned.

6. SUPPLY AND/OR INSTALLATION

- .1 Unless the word "only" suffixes "supply" or "install" or other variation of those words according to the Section wherein they are used, it is the express intent of this Contract that "supply and install" is implied.
- .2 Unless otherwise specified, work shall be installed in accordance with the manufacturer's printed directions and recommendations.

7. SATISFACTION/APPROVAL

- .1 The expression "to the satisfaction or approval of the Consultant" shall be implied throughout the Specification in regard to all materials and workmanship.
- .2 "Submit for approval" means that the item in question is to be submitted to the Construction Manager/Consultant for approval and that a written acceptance of it and authorization for its use in the work shall be obtained before it is incorporated in the Work. Sections shall submit items for approval to the Consultant via the Contractor.
- .3 An "approved method" means that which has the manufacturer's recommendation or which is generally accepted as good trade practice. The Consultant's approval is also required.

8. FASTENINGS

- .1 Use exposed metal fastenings and accessories of a permanent type that are of same texture, colour and finish as base metal on which they occur.
- .2 Use metal fastenings of the same material as the metal component they are anchoring or of a metal which will not set up an electrolytic action which would cause damage to the fastening or metal component.
- .3 Use fastenings of a type and size and install them in a manner to provide positive permanent anchorage of the unit to be anchored in position. Install anchors at required spacing to provide required load bearing or shear capacity.
- .4 Keep exposed fastenings to a minimum, evenly spaced and neatly laid out. Show on shop drawings.
- .5 Fastenings which cause spalling or cracking of material to which anchorage is being made are not permitted.
- .6 Limitations for use of Powder Actuated Tools:
 - .1 The use of powder activated fasteners is prohibited without the written authorization of the Construction Manager.
 - .2 Where such authority is given, it will be for low velocity type powder activated fasteners and for horizontal application only.
 - .3 The manufacturer of the equipment selected, Ramset, Omark, Hilti or the like, shall send a representative to the site to demonstrate the equipment prior to its use, and this representative shall make periodic inspections to ensure compliance with instructions issued by him and correct application of material. In all cases a shield shall be used where fasteners are to be applied to concrete. The use of fasteners in precast concrete is to be avoided if possible as there is an increased tendency to shatter surfaces.
 - .4 Fasteners shall be not nearer than 2.5 inches (65 mm) to the edge of any precast or cast-in-place formed concrete member.
 - .5 Under no circumstances shall such fasteners be used on concrete members less than 3 inches (75 mm) in thickness.
 - .6 Such fasteners shall not be used in areas where corrosion can take place, for instance due to high humidity or condensation.

- .7 Generally use support anchorage of cast-in-place type set into concrete forms prior to pouring concrete, or self-drilling type such as Phillips "Red Head" T-32 tie wire type. When drilling upwards, use jig to hold drill steady and plumb.
- .8 Provide pull-out tests on anchors, or otherwise test to ensure anchorage is sufficient for the particular application including a minimum safety factor of seven. Provide evidence of such tests if requested.
- .9 Submit samples of proposed anchoring or hanging devices with technical data and test data.

9. EXISTING SERVICES

- .1 The Owner will not be liable for any loss, damage, delay or claim whatsoever resulting or arising from the absence in whole or in part of services not shown on drawings.

10. EMERGENCIES

- .1 Notify the Construction Manager/Consultant and Owner immediately should an emergency arise on the site, including personal injuries and accidents. Provide complete details on extent of emergency, cause and the action being taken. This notification shall be provided in accordance with the site specific Health & Safety Plan immediately after the occurrence.

11. FIELD MARKING

- .1 Do not use wick pen to mark face of products to be installed in the Work. Such pen marks will show through applied paint or vinyl coatings and the like in due course. The Contractor will be held responsible and required to remedy such defects, classified as "latent defects" regardless of when they occur.

12. TRADEMARKS AND LABELS

- .1 Trademarks and labels, including applied labels shall not be visible in the finished work. Such trademarks or labels shall be removed by grinding if necessary, or painted out where the particular material has been painted.
- .2 The exception of this requirement shall be those essential to obtain identification of mechanical and electrical equipment and those required to be visible by authorities having jurisdiction and those on plumbing fixtures and trims.

13. SAFETY

- .1 All Subcontractors are to share the responsibility for safety on site and for the compliance with all codes, regulations and laws of all authorities having jurisdiction.

14. EXISTING SURFACES

- .1 All surfaces to receive a new finish are to be properly prepared to receive the new finish supplied. All implementations to be repaired to ensure that blemishes do not telegraph through the new finish.

END OF SECTION

1. SUB-DIVISION OF WORK
 - .1 Specification Format and Contractor's Responsibility for Co-ordination of Subcontractors: See Supplementary Conditions.

2. CO-OPERATION
 - .1 Provide forms, templates, anchors, sleeves, inserts and accessories required to be fixed to or inserted into work and set in place or instruct separate Sections as to their locations.
 - .2 Supply items to be built-in as and when required together with templates, measurements, shop drawings and other related information and assistance.
 - .3 Pay the cost of extra work and make up time lost as the result of failure to provide necessary information and items to be built-in in adequate time.

3. CO-ORDINATION
 - .1 Subcontractors to co-operate with each other so that work will be carried out expeditiously and will be satisfactory in all respects at completion.
 - .2 Subcontractors to examine Contract Documents with particular emphasis to work of other Subcontractors which may affect performance of their own work.
 - .3 Subcontractors to co-operate with other Subcontractors whose work attaches to or is affected by their own work, and ensure that minor adjustments are made to make adjustable work fit to fixed work.
 - .4 Subcontractors requiring foundations or openings to be left for installation of their work furnish necessary information to Subcontractors concerned in ample time so that proper provision can be made.
 - .5 All items to be built-in are supplied as and when required by Subcontractors building in the items together with templates, measurements or shop drawings and other related information and assistance.

4. CUTTING AND PATCHING
 - .1 The expression "make good" or Note - "M.G.A.T.", refers to repair and restoration of both new and existing work.
 - .2 Do not cut, bore or sleeve load bearing members without first obtaining Construction Manager/Consultant's written authority for each condition.
 - .3 Cut holes after they are located and sized by applicable Sections requiring holes.
 - .4 Have cutting and patching done by the Section involved, e.g. have holes in masonry cut and patched by the mason. However, the Contractor shall be responsible for all cutting and remedial work that is shown upon, or reasonably implied by the Contract Documents.
 - .5 Make cuts with clean, true, smooth edges. Fit units to tolerances established for best standard practice for applicable work. Make patches as inconspicuous as possible in final assembly.

- .6 Be responsible for correct formation and bridging of openings in masonry and structural walls required by other Sections.
 - .7 Ensure compatibility between installed materials and security of installation.
 - .8 See Divisions 21, 22, 23, 26, 27 and conform to cutting and patching requirements for Mechanical and Electrical Sections. These sections shall be responsible for cutting holes up to 8" square for services, over 8" cutting shall be the responsibility of the Construction Manager.
5. OTHER CONTRACTORS
- .1 Correlate and co-ordinate all work with that of other Contractors having separate contracts with the Owner in order to complete the work as expeditiously as possible.
 - .2 Prior to commencement of work ensure that all Subcontractors are fully conversant with the extent of the work, the conditions and materials on the project, the schedule of completion, restrictions to safety, and access.
 - .3 Inform all Sub-Contractors that each is responsible for checking all Sections of the specification for work pertaining to their Section.

END OF SECTION

1 SETTING OUT

- .1 Lay out Work as shown on Drawings including all major grid and reference lines.
- .2 Verify grades, lines, levels and dimensions indicated and report any errors or inconsistencies to the Construction Manager/Consultant before commencing Work. Confirm job dimensions at once to allow prompt checking of shop and other Drawings.
- .3 Locate and fix location of walls, partitions, shafts and all parts of construction, as work proceeds.

2 BUILDING DIMENSIONS

- .1 Ensure that necessary job dimensions are taken and Subcontractors are co-ordinated for the proper execution of the work. Assume complete responsibility for the accuracy and completeness of all dimensions, and for co-ordination of all elements of the Project.
- .2 Verify that work as it proceeds, is executed in accordance with dimensions and positions indicated which maintain levels and clearances to adjacent work, as set out by requirements of the Contract Documents, and ensure that Work installed in error is rectified without extra cost before construction continues.
- .3 Check and verify dimensions referring to Work and interfacing of services. Dimensions, when pertaining to the work of other Sections, shall be verified with the Section concerned. Ensure that Subcontractors performing various Sections co-operate for the proper performance of the work.
- .4 Do not scale directly from the Drawings. If there is ambiguity or lack of information, immediately inform the Construction Manager/Consultant. Any change through the disregarding of this clause shall be the responsibility of the Contractor.
- .5 All details and measurements of any Work which is to fit or to conform with Work installed shall be taken at the site.

3 RECORDS

- .1 Maintain a complete accurate log of control and survey work as it progresses.
- .2 On request of Construction Manager/Consultant, submit documentation to verify accuracy of field engineering work.

END OF SECTION

1. REGULATORY DOCUMENTS

- .1 Conform to the Building Code (National Building Code of Canada (NBC), Canadian Electrical Code (CEC), CAN3-B44-M90 and Supplement No. 1, and CSA W59-M1989 as applicable. Conform to the Act Respecting Occupational Health and Safety (RSQ 1997) and to all other applicable Codes and Building By-laws, hereinafter referred to as Codes. Conform to the requirements of the authorities having jurisdiction, including public utilities.
- .2 Nothing contained in the drawings or Specifications shall be so construed as to be in conflict with any law, by-law or regulation of the municipal, provincial or other authorities having jurisdiction.
- .3 Contract forms, codes, specifications, standards, manuals, and installation, application and maintenance instructions, referred to in these Specifications are the latest published editions at the date of signing the Contract.
- .4 Provide copies of Standards referred to in the Specification for joint use of Contractor and Consultant on site, when so requested by the Consultant.

2 FIRE SAFETY FEATURES

- .1 Ensure that all fire safety features called for in the Contract Documents are supplied and installed to meet fire safety standards established by the authorities having jurisdiction. The Contractor shall ensure that the work of Subcontractors is properly coordinated to achieve the intent of this Specification. All fire resistant materials and/or assemblies shall conform to the labeling requirements of Underwriters Laboratories of Canada or Warnock Hersey, including firestopping.
- .2 Work must be done in accordance with all environmental regulations.

END OF SECTION

1. MATERIALS AND PRODUCTS

- .1 Work to be based on using new materials and products specified or indicated by reference to standards, codes, specifications, to a manufacturer's name, by trade name or by catalogue reference. Where two or more trade names are specified, the choice shall be optional with the Contractors.
- .2 The Contract Price to be based on the materials and products specified.
- .3 Materials and products specified without the "or approved alternate" clause following the name of the material or product to be supplied without substitution.
- .4 Where the Specifications include the "or approved alternate" clause substitutions will be considered by the Owner if:
 - .1 products specified are not available,
 - .2 substitute products to those specified, which are brought to attention of, and considered by the Owner after the contract award as "equivalent" to those specified will result in a credit to the Contract Price,
 - .3 substitute products to those specified which are brought to the attention of and considered by the Consultant, after the contract award as superior to those specified will not result in a change to the Contract Price.
- .5 Substitutions may be proposed by the Subcontractors after the contract award under the following conditions:
 - .1 Proposed substitutions to show the material and product names and complete specifications and state what difference, if any, will be made to the Contract Price for each substitution, should it be accepted.
 - .2 Should the proposed substitution be accepted either in part or in whole, the Contractor to assume full responsibility when the substitution affects any other work or work of other Sections. Drawing changes required as a result of the substitution will be executed by the Consultant at the Contractor's expense.
 - .3 Proposed substitutions to satisfy all design conditions and other specified requirements. Properties included but not limited to the following as applicable, will be considered: physical dimension requirements to satisfy the space limitations, static and dynamic weight limitations, structural properties, audible noise levels, vibration generation, interchangeability of parts or components, accessibility for maintenance, possible removal or replacement, colours, textures and compatibility with other materials, products, assemblies and components.
- .6 The cost of changes in the Work of a subcontract necessitated by the use of proposed material and product substitutions to be borne by the Subcontractor proposing the substitution.

2. METHODS OR PROCESSES

- .1 The Contractor may suggest for the consideration of the Owner, substitutions to methods or processes described in the Specifications and/or shown on the Drawings. Any application for such substitutions to indicate how such substitutions are advantageous to the Owner or to the better fulfillment of the Contract. There shall be no obligation on the parties concerned to accept any such suggestions. Requests for alternates to be made in duplicate and be accompanied by catalogue cuts, specifications and methods of installation.

- .2 The Contractor to be responsible for substitutions to methods or processes concerning such work, and the warranty covering all parts of the work shall not be affected.
- .3 The cost of all changes in the Work of other Sections necessitated by the use of substituted methods or processes, to be borne by the Section proposing the substitution.
- .4 Said methods or processes to fit into space allotted for the specified methods or processes.

3. CREDITS ARISING FROM SUBSTITUTIONS

- .1 Any and all credits arising from the substitutions mentioned will be credited to the subcontract in such sums as may be assessed by the Construction Manager/Consultant and the subcontract price will be adjusted accordingly. No substitutions will be permitted without the prior written approval of the Owner.

4. CODE REQUIREMENTS

- .1 Proposed substitutions for materials, products, methods and processes shall meet the requirements of the National Building Code of Canada (2010) NBC, and/or the requirements of authorities having jurisdiction.
- .2 Proposed substitution materials, products, methods and processes not to negate the compliance of adjacent materials, products and constructions with the requirements of the National Building Code of Canada (2010) NBC, and/or the requirements of the authorities having jurisdiction, to which the proposed substitutions may be applied or attached.

END OF SECTION

1. SCHEDULE

- .1 Before commencement of work or at time arranged, confirm Construction Schedule as outlined in the Tender Documents to the Construction Manager.
- .2 Any Sub-trade required modifications to the preliminary Project Schedule must be submitted to the Construction Manager prior to the commencement of work.
- .3 Schedule shall show:
 - .1 Commencement and completion dates of Contract.
 - .2 Commencement and completion dates of stipulated stages if any.
 - .3 Commencement and completion dates of sub-subtrades involved.
 - .4 Order and delivery times for materials and major equipment, where possible.
 - .5 Dates for submission of Shop Drawings, material lists and samples.
 - .6 Any other information relating to the orderly progress of Contract, considered by Sub-contractor to be pertinent.
 - .7 Inspection dates of authorities having jurisdiction to obtain Occupancy Permit.
- .4 Provide proper amount of qualified personnel to manage your scope of work and keep on schedule

2. UPDATING AND MONITORING

- .1 The Construction Manager will set up a format of Construction Schedule to allow plotting of actual progress against scheduled progress.
 - .1 Allow sufficient space for modifications and revisions to the Schedule as work progresses.
 - .2 Format shall be approved by Project Manager.
- .2 Copy of Schedule shall be displayed in site office during complete construction period and actual progress plotted weekly.
- .3 Updated and Progress Reporting:
 - .1 All Subtrades Suppliers are to be represented when required to arrange participation, on site and off site, as and when necessary for the purpose of updating schedule and monitoring progress.
 - .2 Reviews of progress by inspections and meetings will be conducted weekly or as directed by Project Manager.

3. SEQUENCE OF WORK

The preliminary milestone dates for the respective phases are as follows:

Project Start Date: October 12, 2015
Substantial Completion: January 15, 2016
Project Completion: January 30, 2016

END OF SECTION

1. SCHEDULE

- .1 Shop Drawings shall be submitted no later than 1 week from contract issuance

2. GENERAL

- .1 Submit to Construction Manager/Consultant for review, shop drawings, product data and samples specified or requested.
- .2 Until submittal is reviewed, work involving relevant product may not proceed.
- .3 Do not use for construction, shop or setting drawings or diagrams which do not bear Consultant's "Reviewed" stamp and signature.

3. SHOP DRAWINGS

- .1 Drawings shall be originals by Subcontractor, Supplier or Distributor, which illustrate appropriate portion of work; showing fabrication layout, setting or erection details as specified in appropriate Sections. Provide Drawings on same size sheets as Contract Drawings generally. Sheets half length will be accepted for small items only.
- .2 Submit shop drawings with transmittal forms listing the name of the manufacturer, the job, the drawing number, the number of copies and the reference in the Specification to which the shop drawings refer.
- .3 Submit shop drawings to authorities having jurisdiction and obtain approval. Attach seal where required (stairs, precast, steel, etc.).
- .4 On shop drawings for fire rated assemblies, show required fire rating and ULC design number.
- .5 Submit shop drawings to the Construction Manager/Consultant in the form of five white prints and electronic form. Provide two additional prints for structural, mechanical and electrical items. The Consultants will each retain one copy. After review the Construction Manager/Consultant will retain one white print and return the other white print to the Contractor who will revise and recirculate for record and information only. On completion of the construction, two complete sets of new white prints of shop drawings used for construction shall be supplied to the Owner unless otherwise specified.

4. PRODUCT DATA

- .1 Certain Specification Sections specify that manufacturer's standard schematic drawings, catalogue sheets, diagrams, schedules, performance charts, illustrations and other standard descriptive data will be accepted in lieu of shop drawings.
- .2 The above will be accepted if they conform to the following:
 - .1 Delete information which is not applicable to project.
 - .2 Supplement standard information to provide additional information applicable to project.
 - .3 Show dimensions and clearances required.
 - .4 Show performance characteristics and capacities.
 - .5 Show wiring diagrams and controls.
 - .6 Add to standard sheet the Project identification data.
 - .7 An adequate number of copies shall be furnished.
 - .8 Furnish record copies to Owner on completion.

5. SAMPLES

- .1 Submit samples in sizes and quantities specified.
- .2 Where colour is criteria, submit full range of colours.
- .3 Construct field samples and mock-ups at locations acceptable to Contractor, when required by the Specifications.
- .4 Construct each sample or mock-up complete, including work of all trades required to finish work. Ensure all materials used in samples or mock-up conform to materials specified.
- .5 Reviewed samples or mock-ups will become minimum standards of workmanship and material against which installed work will be checked on project. Installed work to match approved samples.

6. SUBCONTRACTOR'S RESPONSIBILITY

- .1 Check, verify and stamp shop drawings, product data and samples prior to submission.
- .2 Verify:
 - .1 Field measurements.
 - .2 Field construction criteria.
 - .3 Catalogue numbers and similar data.
- .3 Co-ordinate each submittal with requirements of work and Contract Documents.
- .4 Notify Construction Manager/Consultants, in writing at time of submission of any deviations in submittals from requirements of Contract Documents.
- .5 Stamp, initial or sign each drawings, certifying approval of submission, verification of field dimensions and measurements and compliance with Contract Documents.
- .6 After Consultant's review, the Construction manager will distribute copies as follows:
 - .1 Job Site file
 - .2 Record Documents file
 - .3 Other Prime Contractors
 - .4 Subcontractors
 - .5 Supplier
 - .6 Fabricator
 - .7 Authorities having jurisdiction, where required by Codes and/or By-laws, i.e. structural steel.
- .7 Distribute samples as directed.

END OF SECTION

1. GENERAL

- .1 Accept responsibility for all temporary structures, scaffolding, motorized lifts and equipment to perform your scope and comply with applicable rules and regulations. Pay all taxes and all other charges.
- .2 The expression "provide" shall be deemed to include the provision, installation and finishing, maintenance, servicing and removal of the work described. All work damaged by temporary installations shall be repaired and made good at no expense to the Owner.
- .3 Maintain temporary facilities in good condition.
- .4 Clean site offices daily and work area daily, use the container provided by the Construction Manager.
- .5 Keep sanitary facilities clean.
- .6 On completion, or at earlier date if facility no longer required or if alternative accommodation provided within the building, clear away temporary facilities and make good all work disturbed.

2. TRAFFIC CONTROL AND SECURITY

- .1 Make arrangements with Construction Manager for delivery of materials and equipment including security.

3. CONSTRUCTION MANAGER'S SITE OFFICE

- .1 The Construction Manager will furnish a Site Office/trailer located on property.
- .2 A telephone will be provided in the Construction Manager's site office, for the use of site personnel and for project business only.

4. SANITARY FACILITIES

- .1 Refer to Section 00300 Bid Form Appendix A.
- .2 Post notices and take such precautions as required by local health authorities. Keep area and premises in sanitary condition. Toilets will be maintained in sanitary conditions under Contract.

5. TEMPORARY ENCLOSURES

- .1 All work to be so performed so that the Owner continues to make use of the Building without interruption.
- .2 The Construction Manager will construct temporary partitions and enclosures as required protecting the work and guarding against burglary or malicious damage.
- .3 The Construction Manager will provide temporary doors, screens and coverings to maintain the security of premises and afford complete protection as required.

6. TEMPORARY SERVICES

- .1 Refer to Section 00300 Bid Form Appendix A for Temporary Facilities.

- .2 Light and Power: If required the Sub-contractor is to provide temporary panels suitable for construction requirements including extension cords and lamps.
- .3 Telephone/Fax: The Construction Managers office will furnish a telephone and fax service as required for the use of their personnel and in case of emergency.

7. SCAFFOLDING/HOISTING

- .1 Erect scaffolding independent of walls. Use scaffolding so as to interfere as little as possible with the work. Construct and maintain scaffolding in rigid, secure and safe manner. Remove scaffolding promptly when no longer required. Scaffolding shall permit convenient access to all levels for all workmen and inspection staff.

8. GENERAL PROTECTION

- .1 Without limiting the Sub-contractor's responsibility to provide all necessary protection, the Sub-contractor shall:
 - .1 Take necessary fire precautions and provide protection required by authorities having jurisdiction. Maintain existing services in working order during construction.
 - .2 Protect material and equipment delivered to the site in the Owner's name for installation in the work.
- .2 Any work damaged by failure to provide protection as required or damaged as a result of lack of adequate temporary protections shall be removed and replaced with new, at no additional expense to the Contract.
- .3 Each Section shall avoid damaging the work of other Sections. Conduct the work and provide protective covering as necessary to meet this requirement. Make good at own expense any damage resulting from failure to meet this requirement. Protective measures shall be to Project Manager's approval.
- .4 Provide all necessary shoring, bracing and sheeting as required for safety and execution of the work.
- .5 Protect all salvaged materials from damage due to building operations and other causes. Maintain in good condition ready for reinstallation when required.

9. TEMPORARY THRESHOLDS

- .1 Provide temporary thresholds at all changes of elevation in public areas during construction period.

10. EXISTING SIGNAGE

- .1 Reinstall building signage and directories during construction period prior to installation of final finishes.

END OF SECTION

1. GENERAL

- .1 All warranties, including standard one year warranty, shall start at date of publication of Substantial Performance of the Total Contract, or when work of an area is substantially completed, accepted and taken over for use by the Owner. Ensure that all warranties comply with this stipulation prior to submission of same.
- .2 The Owner shall give prompt notice in writing to the Construction Manager/Consultant of any defects noted during the warranty period(s) and the Consultant will notify the Contractor promptly requesting him to remedy such defects.
- .3 During the month prior to the end of the standard one year warranty period, the Owner, the Project Manager/Construction Manager, shall conduct an inspection of the project, the Construction Manager and the Sub-contractor shall promptly remedy any defects due to faulty materials or workmanship.
- .4 Use of permanent heating system for temporary heat shall not affect requirements that all warranties start at date of issue of Consultant's Certificate of Substantial Completion. However, if portions of the system are accepted and taken over for use by the Owner, then the warranty shall start at date of acceptance on those portions of the work.
- .5 At the expiry of the standard one year warranty period the Contractor shall formally assign to the Owner all extended warranties given by Subcontractors for their work on the project and such Subcontractors shall be formally advised of the assignment.
- .6 Extended warranties are specified elsewhere as required in the individual Specification Sections shall be issued jointly in the joint name of the Owner/Project Manager, Construction Manager and Subcontractor.

END OF SECTION