

Part 1 General

1.1 DEFINITIONS

- .1 "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.
- .2 Where the term "General Contractor" is used in the specifications, it shall mean Construction Manager. Where the term "Contractor" is used in the specifications it shall refer to the Construction Manager and/or his Trade Contractors. The Construction Manager shall determine the scope of each Trade Contractor's work and shall be responsible for the overall project.
- .3 Where the term "Subcontractor" is used in the specifications, it shall mean Trade Contractor to the Departmental Representative or Construction Manager. Where the term "Contractor" is used in the specifications, it shall mean either Trade Contractor or Construction Manager or both, as applicable to each situation.
- .4 Where the term "Trade Contractor" is used in the specifications, it shall mean the Trade Contractor and/or his Subcontractors.
- .5 In the specifications, references such as "indicated on the drawings", "specified", "scheduled", "called for", as similar phrases, shall be deemed to include work required by the Contract Documents.
- .6 In the Specifications, the expression "trade(s)" is synonymous with Trade Contractor(s) if the context permits. The expression "all trades" shall be deemed to include the Construction Manager.
- .7 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 extra cost to the Departmental Representative.
- .8 Unless the word "only" suffixes "supply" or "install" or other variation of those words according to the Subcontract wherein they are used, it is the express intent of this Contract that "supply and install" is implied. Unless otherwise specified, install Work in accordance with the manufacturer's printed directions and recommendations.
- .9 The expression "to the satisfaction or acceptance or approval of the Departmental Representative" shall be implied through the specification in regard to all materials and workmanship.
- .10 "Submit for approval" or "Submit for acceptance" means that the item in question is to be submitted to the Departmental Representative for acceptance and that the written acceptance of it and authorization for its use in the Work shall be

obtained before it is incorporated in the Work. Trade Contractors to submit items for review and acceptance to the Departmental Representative via the Construction Manager.

- .11 An "Approved Method" or "Accepted Method" means that which has the manufacturer's recommendation or which is generally accepted as good trade practice. The Departmental Representative's acceptance is also required.
- .12 For this project, "Substantial Performance" shall not be awarded until at least the minimum benchmarks have been completed, as verified by the Departmental Representative:
 - .1 No deficiencies with air handling units, control system, any life safety systems, or integration of the different systems, including fire alarm, security, and life safety systems.
 - .2 All Code compliance work must be complete.
 - .3 All ceiling penetrations must be sealed.

1.2 GENERAL CONTRACTOR'S RESPONSIBILITIES

- .1 The General Contractor shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents.
- .2 The General Contractor shall be solely responsible for construction means, methods, techniques, sequencing, safety, scheduling, and procedures and for coordinating the various parts of the Work.
- .3 The individual specification sections do not necessarily define trade scope, and it is the General Contractor's responsibility to define the responsibility of each subcontractor's trade scope in their respective construction contract.
- .4 The General Contractor is responsible for all coordination for the Project, including coordinating Subcontractors, and for ensuring that the Contract between the General Contractor and the Departmental Representative and Contracts between the Subcontractors and the Departmental Representative are coordinated and adhered to.
- .5 If items in this specification are noted as being done by the Subcontractor, it does not relieve the General Contractor from his responsibilities to coordinate such Work and to ensure such items are done in accordance with the Contract Documents and done within time allotted in the agreed upon schedule. Items noted as being done by the Subcontractor may be done by the General Contractor, if it is deemed to best suit the Work of this Contract. Where items are noted as being done by Subcontractors, the General Contractor is also responsible for such items.

- .6 In the case of a dispute, the General Contractor shall arbitrate disputes regarding trade scope. Extras will not be considered on the grounds of differences in interpretation of the Specification as to which Sub-contractor does what work.
- .7 The General Contractor will provide full-time site administration to ensure that all Subcontractors coordinate their work with Other Subcontractors and to ensure that the established construction schedule is maintained.
- .8 Each Subcontractor shall cooperate fully with the General Contractor and with all other Subcontractors.

1.3 SERVICES PROVIDED BY THE GENERAL CONTRACTOR

- .1 In order to facilitate orderly project administration, the General Contractor will provide certain services without cost to and for the use of all Trade Contractors. However, should such services be interrupted regardless of cause, the General Contractor and/or Departmental Representative will not be responsible for loss of time or damage resulting from such disruption.
- .2 These services are limited to the following items: other required facilities must be provided by the Trade Contractor at his own expense.
 - .1 Project Office: The General Contractor will maintain a project office on the site for the use of his staff and the Departmental Representative. The office will also be used for all site meetings. Trade contractors may be permitted to provide their own trailers at the General Contractors discretion.
 - .2 Temporary Power: Temporary power needed for construction will be provided at suitable locations. Trade Contractors shall provide and maintain their own temporary electrical distribution from the construction panel. The cost for all power consumed will Not be borne by the Trade Contractor.
 - .3 Temporary Light: The General Contractor will provide temporary lighting as the work progresses. This temporary lighting system will provide general illumination within the structure.
 - .4 Temporary Water: The General Contractor will provide a temporary water supply, from a designated source.
 - .5 Telephone Service: The General Contractor will arrange for the installation, connection charges and monthly rental charges. Trade Contractors will be responsible for all costs of any telephone services they require.
 - .6 Sanitary Facilities: The General Contractor will provide all necessary sanitary facilities for all Trade Contractors working on the site. These facilities will be kept in a clean and sanitary condition by the General Contractor.
 - .7 Refuse Disposal/Recycling: The General Contractor will provide garbage/recycling containers for the use of Trade Contractors. Where the Trade Contractor has refuse, garbage and surplus materials remaining

from his work, such material shall be deposited into the containers placed as required by the Trade Contractor. The removal from site of materials placed in garbage/recycling containers will be carried out and paid for by the General Contractor. Each Trade Contractor is responsible for the clean up of his own waste/recyclable material and the depositing of it in the container provided on a daily basis or as directed by the General Contractor.

In the case of a dispute, the General Contractor may deposit the waste material in the container and charge the Trade Contractor for his service.

- .8 Temporary Enclosures and Heating: The General Contractor will close in the building as required for the progress of the Work and will provide general temporary heat and hoarding sufficient for Trade Contractors to complete their work without charge to the Trade Contractors. Any Trade Contractor requiring heating to a particular temperature shall give the General Contractor at least ten (10) days written notice of the date the heat is required. The General Contractor is not responsible or liable for lack of heat if sufficient notice is not provided. If the temperature at any time falls below the minimum specified for the work involved, the Trade Contractor shall cease work and inform the General Contractor. The Trade Contractor will be responsible for any defects in the work performed by him, if he continues to work in temperatures below the specified minimum.
- .9 Safety Hoarding: The General Contractor will provide general safety hoarding as required for the progress of the work except for subtrade safety hoarding and other safety installations which the individual Trade Contractor may require in his particular work area. There the Trade Contractor is responsible to provide safety for his work and for adjacent work areas affected by his work and leave in a safe working condition. Safety hoarding provided by the General Contractor shall be properly restored if removed or damaged by the Trade Contractor.
- .10 Site Hoarding: The General Contractor will provide a 2400 mm high wire mesh security fence around the entire site complete with lockable access gates. The General Contractor will at all times maintain reasonable access to the property immediately to the west.
- .11 First Aid Facilities: The General Contractor will provide a First Aid Room and all necessary facilities and equipment as required by the Provincial Authorities having jurisdiction.
- .12 Lines and Levels: The Trade Contractor is responsible for layout of his work from the given grid lines and benchmarks.
- .13 Watchman Service and Site Security: When necessary, the General Contractor will provide all watchman services. This does not relieve the Trade Contractor of the responsibility of securing his own tool sheds, etc.
- .14 Hoisting Facilities: Trade Contractors will provide and pay for, operate and maintain general scaffolding, hoists and cranes as required.

1.4 CO-ORDINATION

- .1 The General Contractor will coordinate the progress of the Work, progress schedules, submittals, use of the site, temporary utilities, construction facilities and controls.
- .2 The General Contractor will co-ordinate work of all trades and Trade Contractors to expedite progress and avoid interference. This applies particularly to work of trades which will be installed in close proximity with work of other trades. Requests for extras, as a result of lack of coordination will not be considered.
- .3 The General Contractor will coordinate installation of all utilities, including Power, Gas, Telephone, Cable and the like.
- .4 Each Trade Contractor shall examine the drawings and specifications covering the work of other trades which may affect the performance of their work. Examine adjacent work of other trades and report to the Departmental Representative (through the General Contractor) in writing, any defects or deficiencies which may affect the Work. In the absence of any such report, the Trade Contractor will be held to have waived all claims for damage to or defects in such work.
- .5 Signing the contract indicates acceptance by the Trade Contractor of conditions under which Work will be done.
- .6 Bring to the attention of the Departmental Representative all discrepancies between drawings, specification and existing and surrounding site conditions as soon as they are noticed. Intentional failure to do so, in no way relieves the Trade Contractor from performing the work as intended, at no additional cost to the Departmental Representative.
- .7 The Trade Contractor shall supply all items to be built in as part of the Work of his Trade Contract, including anchors, ties, nailing strips, blocks, bolts, sleeves, etc., as and when required, together with templates, measurements and shop drawings.
- .8 The Trade Contractor shall establish correct location of sleeves, inserts, hangers, holes and chases with due regard to the schedule of the Trade Contractors incorporating the aforementioned into his Work.
- .9 The Trade Contractor shall check and verify dimensions as the Work proceeds.

1.5 DIAGRAMMATIC LOCATIONS

- .1 Locations of equipment, fixtures and outlets indicated or specified are to be considered as approximate.

- .2 Locate equipment, fixtures and distribution systems to provide minimum interference and maximum usable space and in accordance with manufacturer's recommendations for safety, access and maintenance.
- .3 Note furring requirements and limitations indicated on the drawings. Make allowances for possibility that indications and locations on mechanical and electrical drawings are diagrammatic.
- .4 Where locations of holes in the structure would possibly affect the nature or strength of structure, inform the Departmental Representative before proceeding.
- .5 Where the Contractor determines that furring allowances described in item 1.7.3 above cannot be obtained, inform the Departmental Representative before concrete forming or installation work is carried out.
- .6 Inform Departmental Representative of impending installation of items of Work which are diagrammatically indicated on the drawings, and obtain acceptance for actual location.
- .7 Submit field drawings to indicate relative position of various services and equipment when required by Departmental Representative.

1.6 HARASSMENT

- .1 For the purpose of this contract, harassment guidelines have been established to prevent conduct defined as harassment, between the Contractor, Subcontractors, Sub-subcontractors, and the Departmental Representatives.
- .2 Harassment is defined as unwanted attention, in verbal, written, graphic or physical form. Any such conduct which creates an offensive or intimidating working environment shall be considered as harassment.
- .3 For the purposes of these guidelines, all site shacks, offices, and general site will be considered to be "public" spaces. Material, either written or graphic, on view in "public" spaces, deemed to be offensive by the Departmental Representative, shall be removed.
- .4 Any conduct considered as harassment will be brought to the attention of the General Contractor. The General Contractor will be responsible to prevent further incidents.
- .5 The General Contractor shall ensure that all employees of the General Contractor, Subcontractors and Sub-subcontractors working on the construction site are familiar with and adhere to these guidelines.

1.7 RESPONSIBLE PERSONNEL

- .1 Throughout the course of construction, the Contractor, mechanical Subcontractor, electrical Subcontractor and all other such subcontractors as

deemed appropriate for the stage of construction, must designate and advise the Departmental Representative of a contact person and back-up contact person for working hours and non-working hours in the event of emergencies.

- .2 Update this list at construction meetings and provided to the Departmental Representative.

1.8 PUBLICITY

- .1 All publicity relating to this project is subject to the approval of the Departmental Representative.
- .2 No mention of the Project in advertising or articles in any publication will be permitted unless approved by the Departmental Representative.
- .3 Publicity or advertising implying endorsement of a product by the Departmental Representative of a product will not be permitted.

1.9 WORK COVERED BY CONTRACT DOCUMENTS

- .1 Work of this Contract comprises removal and replacement of rooftop air handling units. Several areas of renovation inside the facility will be revised, including the Smudging Room, office spaces, and kitchen. Installation of new HVAC equipment will be required for these areas.

1.10 AREA 'D' WORK REQUIREMENTS

- .1 Contractor shall coordinate work schedule with Departmental Representative no less than 2 months in advance of work beginning in this area.
- .2 Institution staff will vacate the offices in Area 'D' for two weeks (14 calendar days). All work shall be completed within these two weeks, including any deficiency work required. Any delay will require temporary ventilation be supplied by the Contractor at no cost to the project.
- .3 Work in the area can start only after Consulting Engineer can confirm that all materials, parts, and equipment needed to complete the work is present on site.
- .4 A Commissionaire must be present at all times workers are on site.

1.11 WORK SEQUENCE

- .1 Construct Work in stages to accommodate Departmental Representative's continued use of premises during construction.
- .2 Co-ordinate Progress Schedule and co-ordinate with Departmental Representative Occupancy during construction.

- .3 Construct Work in stages to provide for continuous facility usage. Do not close off public usage of facilities until use of one stage of Work will provide alternate usage.
- .4 Maintain fire access/control.
- .5 No more than two air handling units shall be decommissioned at any time.
- .6 Equipment being replaced under this contract shall be out of service for no longer than two consecutive weeks. When a longer shutdown is anticipated, the Contractor shall notify the Departmental Representative and coordinate accordingly.

1.12 DEPARTMENTAL REPRESENTATIVE OCCUPANCY

- .1 Departmental Representative will occupy premises during entire construction period for execution of normal operations.
- .2 Co-operate with Departmental Representative in scheduling operations to minimize conflict and to facilitate Departmental Representative usage.

1.13 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING BUILDING

- .1 Execute work with least possible interference or disturbance to building operations, occupants, and normal use of premises.
- .2 Co-operate with Departmental Representative in scheduling operations to minimize conflict and to facilitate Departmental Representative usage.

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