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With



Lighting Upgrades
École l'Enfant Jésus,
Dryden, ON

BID SPECIFICATIONS



Conseil scolaire
de district catholique des
Aurores boréales

Project# 139-12438-43

DATE

March 2016

Architecture49 Inc.
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END OF SECTION

PART 1 GENERAL

1.1 INVITATION

.1 Bid Call:

Offers signed under seal, executed, and dated will be received at the offices of **Conseil scolaire de district catholique des Aurores boréales, located at 175 rue High Nord, Thunder Bay ON P7A 8C7**, no later than **3:00:00 p.m. (EST), April 14th, 2016.**

Bid to be labeled:

Lighting Upgrades, École L'Enfant Jésus, Dryden

.2 Submit one original bid in one envelope.

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

.4 Faxed, Telephone, Telegraph or Electronic Mail Submitted Bids will not be accepted.

.5 Bids will be opened publicly at 3:30 p.m. (EST) the same day Bids are received.

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

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

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

1.2 COMPLIANCE

.1 The Bidder acknowledges that by submitting a Bid, it has accepted an offer by the Owner to enter into a "Bid contract" for the evaluation of Bids and the award of the Contract, if an award is made. The Bidder acknowledges that the terms of the "Bid contract" are represented by the Bid Documents.

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

1.3 INTENT

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

1.4 PROJECT IDENTIFICATION

- .1 The Project is identified as **Lighting Upgrades, École L'Enfant Jésus**, Consultants file number **139-12438-43**, as prepared by **Architecture49 and WSP Group Consultants** with Drawing List as indicated on Drawings and Specification Sections within the Table of Contents.
- .2 The Project Location is at 161 Airport Road, Dryden, Ontario.

1.5 BID CALL SCHEDULE

- .1 The following is the schedule for the Bid Call (All Times E.S.T.):
 - .1 Issue Date of Bid Call: March 23rd, 2016.
 - .2 Mandatory Teleconference: March 30th, 2016, 3:00 p.m.
 - .3 Optional Site Visit: April 5th, 2016, 11:00 a.m. in Dryden
 - .4 Deadline for Questions: April 8th, 2016, 12:00 p.m. (noon)
 - .5 Deadline for Issuing Addenda: April 11th, 2016, 12:00 p.m. (noon)
 - .6 Bid Call Deadline: April 14th, 2016, 3:00 p.m.
- .2 The Bid Call Schedule is tentative only and may be changed by the Owner in its sole discretion at any time prior to the Bid Call Deadline.

1.6 CONTRACT/BID DOCUMENTS

- .1 Bid Form
- .2 Definitions
 - .1 Except as otherwise defined in these Instructions to Bidders, the defined terms in these Bid Documents are taken from the Contract. The term Contract is defined in the Agreement.

- .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, and Bid Supplementary Forms identified therein, Agreement, Definitions and General Conditions of the CCDC2 - 2008 document, Supplementary Conditions, Specifications (per Table of Contents), Drawings (per Drawing List) and Addenda issued during Bidding period.
 - .3 Bid, Offer, or Bidding: Act of submitting an offer under seal.
 - .4 Bid Price: Monetary sum identified in Bid Form as an offer to perform required work.
- .3 Availability
- .1 Bidders to obtain electronic Bid Documents only through the Best Bidz For further information about Best Bidz, visit the Best Bidz website at www.bestbidz.ca
 - .2 Bid documents will also be available for viewing through the Construction Association of Thunder Bay. Contact the CATB for their services and terms of use.
 - .3 The Bid Documents are made available only for the purpose of submitting Bids for the Project. Availability and/or use of the Bid Documents do not confer a licence or grant for any other purpose.
 - .4 Immediately notify Bid Coordinator if Bid Documents are missing or incomplete or upon finding discrepancies or omissions.
- .4 Queries/Addenda
- .1 Direct questions are to be provided in written form only to:

Architecture49/WSP Group		CSDCAB (Owner)
Mr. Pat Kok, Project Manager	<u>AND</u>	Mr. Jean Louis Lepage
Email: pat.kok@architecture49.com		jillepage@csdcab.on.ca
 - .2 The Bid Coordinators are the sole contacts for the Bidders in respect of Bidding on this Project. A Bid may be disqualified where contact is made with any person other than the Bid Coordinators.
 - .3 Neither the Owner nor the Consultant will be responsible for instructions, clarifications or amendments communicated orally.
 - .4 The Bid Documents may only be amended by an addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Bid, such information will be communicated to all proponents by addenda. Each addendum shall form an integral part of the Bid Documents.
 - .5 If Bidders find discrepancies, omissions, errors, departures from building by-laws, codes or good practice, and points considered to be ambiguous or conflicting, they shall bring them to the attention of the Bid Coordinator by e-mail only, and not less than five (5) Working Days before the Bid Call Deadline, so that the Bid Coordinator, if deemed necessary, issue instructions, clarifications or amendments by addendum to all Bidders prior to the Bid Call Deadline. The Bid Coordinator will endeavour to issue such addenda at least four (4) Calendar Days prior to the Bid Call Deadline.

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

1.7 HST

- .1 The Harmonized Sales Tax (HST) is considered an applicable value added tax for the purpose of this Bid; however the Bid price shall NOT include Value Added Taxes. All other eligible taxes shall be included in the Bid price. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay.

- .2 Any taxes or increases to taxes announced prior to the date of the issuance of the Bid Documents and scheduled to come into effect subsequent to it shall be taken to be included in the Bid price.

1.8 PERMITS AND FEES

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

1.9 QUALIFICATIONS

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

1.10 INSURANCE

- .1 The Contractor shall provide General Liability insurance and all other insurances as per Section 00 80 10 - Supplementary Conditions and the CCDC2 2008 Stipulated Price Contract document and the CCDC41 Insurance Requirements document.
- .2 The Contractor will be responsible for the payment of the deductible on all claims. The deductible will be in the amount of \$5,000.00.

1.11 MANDATORY PRE-BID TELECONFERENCE

- .1 Mandatory Bidders Teleconference
 - .1 [General Contractors are required to participate in a Mandatory Teleconference on March 30th, 2016 at 3:00 p.m.](#)
 - .2 **Conference Toll-free Dial-in Number: 1-866-276-0948**
 - .3 **Conference I.D. (participants) Number: 5118412**
 - .4 Representatives of Owner and Consultant will be in attendance.
 - .5 Information relevant to Bid Documents will be recorded in Addendum and issued.
 - .6 All attendees must ensure that they register their name and title as well as their company name with the Owner's Representative.
 - .7 The Purpose of this Briefing is to provide Proponents with a briefing of the project scope and expectations including, but not limited to security requirements, access etc.
 - .8 Failure to so attend and register at the Mandatory Teleconference Briefing will result in disqualification of the Bidder's Submission.

1.12 SITE ASSESSMENT

- .1 Site Examination
 - .1 General Contractors and their sub-trades may review the site as specified. Non-scheduled visits must be arranged by appointment only.
 - .2 Bidders should take note of existing site features and existing building conditions visible at time of tendering which may affect the work. No allowance will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence prior to submitting a Bid.
 - .3 Contractors shall provide all work required to accommodate the existing conditions and to achieve the intent as shown regardless of whether such work is specifically indicated in the Contract Documents.

1.13 BID SUBMISSION

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

1.14 BID ENCLOSURES/REQUIREMENTS

- .1 Bid Security

Bid security is not required for this project.
- .2 Surety: Confirmation Letter
 - .1 [Submit with the Bid Form a letter from the Bidders financial institution stating that the Bidder will provide a certified cheque in the amount of \\$7,500.00 within 5 working days after award, as a project security.](#)
- .3 Performance Assurance
 - .1 [Certified Cheque in the amount of \\$7,500.00 to be received from successful bidder within 5 working days of project award.](#)
 - .2 Certified Cheque will be returned following Substantial Performance of the Work.
- .4 Bid Form Requirements.
 - .1 The Bidder, in submitting an offer, accepts the time period stated in Contract Documents for performing the Work. Completion date in Agreement must be completion time added to commencement date of the Work.
 - .2 Where required by the Bid Documents, a Bidder shall submit a List of Subcontractors the Bidder proposes to perform an item of the Work called for by the Contract. Failure of the Bidder to list Subcontractors and Suppliers, where required, or the listing by a Bidder of more than one Subcontractor or Supplier to perform or supply an item of work listed, may result in the Bid being declared non-compliant.
 - .3 Where the Bidder lists "Own Forces" in lieu of a Subcontractor, the Bidder shall carry out such item of the Work with its "Own Forces". Where "Own Forces" have been listed by the Bidder, the Owner reserves the right to obtain information from the Bidder and from third parties respecting the qualifications and experience of the Bidder's "Own Forces" for such item of the Work. If the Owner determines that the Bidders "Own Forces" are not sufficiently qualified or sufficiently experienced to undertake such item of the Work, the Owner in its sole and absolute discretion, may reject the Bid.
- .5 Bid Signing
 - .1 Bid Form shall be signed under seal by the Bidder and the person(s) signing such Bid Form must be authorized to bind the Bidder.
 - .2 Sole Proprietorship: Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature. Affix seal.
 - .3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
 - .4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.

- .5 Joint Venture: Each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, similar to requirements of Partnership.
- .6 Appendices to Bid Form
 - .1 Appendix A –Separate Prices: Include a listing of separate prices as specifically requested in Bid Documents.
 - .2 Appendix B - Alternative Prices: Include volunteered cost variations to Bid price.
 - .3 Appendix C - Itemized Prices: Include a listing of Itemized prices specifically requested in Bid Documents.
 - .4 Appendix D - Contractors Senior Project Staff.
 - .5 Appendix E - Subcontractors: Include names of all Subcontractors and portion of work Bidder will perform.
 - .6 Appendix F – References.
- .7 Supplementary Bid Information
 - .1 Prior to commencing Work, the Contractor shall deliver to the Owner:
 - .1 A Workplace Safety Insurance Board Certificate in good standing with the Workplace Safety Insurance Board,
 - .2 Standalone certified true copies of insurance policies required by the Bid Documents naming the Owner, the Owner's Project Manager and the Consultant as "additional insureds".

1.15 OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer
 - .1 Bids shall remain open to acceptance and irrevocable for a period of forty-five (45) days after the Bid Call Deadline. Bidders will be formally notified of tender award and status of Bid as soon as practical. The Owner will provide a debriefing upon request to the unsuccessful Bidders. The Bidder must request a debriefing, in writing, within thirty (30) days after the Project has been publicly awarded.
- .2 Bid Clarifications
 - .1 The Owner reserves the right to seek clarification and supplementary information relating to the clarification from Bidders after the Bid Call Deadline. The response received by the Owner from a Bidder shall, if accepted by the Owner, form an integral part of that Bidder's tender. The Owner reserves the right to interview any or all Bidders to obtain information about or clarification of their tenders. In the event that the Owner receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Owner to be inaccurate, incomplete or misleading, the Owner reserves the right to reconsider the Bidders compliance with the requirements and adjust the Bidders ranking and compliance accordingly.
- .3 Reserved Rights of the Owner, the Owner may:
 - .1 Make public the names of any or all Bidders;

- .2 Request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's tender;
 - .3 Reject a Bidder's tender on the basis of:
 - .1 The Bid being limited by way of addition or omission of information,
 - .2 The requirements for Bid security not being satisfied,
 - .3 It not being signed by an authorized person or it was not properly witnessed or sealed,
 - .4 It not being submitted on the prescribed Bid Form,
 - .5 Changes being made to the Bid Form,
 - .6 A financial analysis determining the actual cost of the tender when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - .7 Information provided by references,
 - .8 The bidder's past performance on previous contracts with the Owner,
 - .9 The information provided by a Bidder pursuant to the Owner exercising its clarification rights under this Bid Call process, or
 - .10 Other relevant information that arises during this Bid Call process;
 - .4 Waive formalities and accept tenders which substantially comply with the requirements of this Bid Call;
 - .5 Verify with any Bidder or with a third party any information set out in a tender;
 - .6 Check references other than those provided by any Bidder;
 - .7 Disqualify any Bidder whose tender contains misrepresentations or any other inaccurate or misleading information;
 - .8 Disqualify any Bidder or the tender of any Bidder who has engaged in conduct prohibited by this Bid Call;
 - .9 Make changes, including substantial changes, to this Bid Call provided that those changes are issued by addenda in the manner set out in this Bid Call;
 - .10 Select any Bidder other than the Bidder whose tender reflects the lowest cost to the Owner;
 - .11 Cancel this Bid Call process at any stage;
 - .12 Cancel this Bid Call process at any stage and issue a new Bid Call for the same or similar deliverables;
 - .13 Accept any tender in whole or in part;
 - .14 Discuss with any Bidder different or additional terms to those contemplated in this Bid Call or in any Bidder's tender;
 - .15 If a single tender is received, reject the tender of the sole Bidder and cancel this Bid Call process or enter into direct negotiations with the sole Bidder; or,
 - .16 Reject any or all tenders in its sole and absolute discretion;
- .4 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Owner shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any

Bidder or any third party resulting from the Owner exercising any of its express or implied rights under this Bid Call.

- .5 By submitting its tender, the Bidder authorizes the collection by the Owner of the information set out under 1.14.3.6 and 1.14.3.7 in the manner contemplated in those subparagraphs.
- .6 The low Bid shall be determined on the basis of lowest Bid in accordance with Contract Documents on which Project is to be actually constructed, including those Alternatives and Separate Prices for which prices have been invited and which are to be incorporated in the Work. Unsolicited General Contractor Alternatives, not approved prior to the close of tender, will not be used to determine the Low Bid.
- .7 In the event that the lowest Bid is over budget but within 15%, the Owner may choose to negotiate reductions in the Contract Price with the lowest Bidder only. Should the Owner be seeking reductions in excess of this amount the Owner may choose to re-tender the Project.
- .8 After acceptance by Owner, the Owner's Project Manager will issue to the successful Bidder, a written Bid acceptance and a Purchase Order.

1.16 LIMIT OF LIABILITY

- .1 The liability of the Bidder to the Owner for loss and damage arising out of the Bidder's breach of the "Bid contract" shall be limited to the lesser of the actual loss suffered by the Owner and the amount of Bid security described in paragraph 1.14.1 Bid Security.
- .2 The liability of the Owner to any Bidder for loss and damage arising in tort or for the breach by the Owner of the "Bid contract" shall be limited to the lesser of the amount of Bid security described in paragraph 1.14.1 Bid Security and the reasonable cost to the Bidder of preparing its Bid.

1.17 GOVERNING LAW OF THE BID CALL PROCESS

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

1.18 COMMUNICATION

- .1 Bidders shall not issue or make any statements or news release concerning their Bid, the Bid process, the Owner's evaluation of the Bids, or the Owner's award or cancellation of the Bid process without the express written consent of the Owner.

1.19 INFORMATION OBTAINED FROM THE OWNER

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

Owner; and d) shall be returned by the Bidders to the Owner immediately upon the request of the Owner. **END OF SECTION**

1.1 STIPULATED PRICE TENDER

Project Title: Lighting Upgrades, École L'Enfant Jésus, Dryden
Locations: 161 Airport Road, Dryden, ON
Owner(s): Conseil scolaire de district catholique des Aurores boréales
Legal Name: Conseil scolaire de district catholique des Aurores boréales
Address: 175 Rue High Nord, Thunder Bay, ON P0T 2W0

1.2 COMPANY/FIRM NAME

.1 Bid by:

Legal Name of Bidder _____

Address _____

1.3 ACCEPTANCE AND CONTRACT TIME

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

.1 Execute the Stipulated Price Contract CCDC 2 2008

.2 The Owner requires that the Work under this contract be completed as quickly as possible. Substantial Performance is to be achieved no later than August 12th, 2016, and Total Completion no later than August 19th, 2016. This is based on an anticipated award date of April 21st, 2016.

.3 The earliest on-site date at each site is June 6th, 2016.
Refer to Section 01 00 05 – Summary of Work.

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

.5 Proposed Alternative Schedule/Completion Dates:

.1 We are unable to meet the specified Substantial Performance date and recommend the following alternate Substantial Performance date, and/or other schedule adjustments:

1.4 BID PRICE

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

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

HST: \$ _____

TOTAL BID PRICE \$ _____

The Total Bid Price is:

_____ dollars and
_____ cents.

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

1.5 INTEREST

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

1.6 ADDITIONS AND DEDUCTIONS

- .1 The Bidder agrees that the valuation of additions to, and deductions from, the Contract shall be made by one of the following methods:
- .1 The Owner may ask the Contractor for a quotation for the proposed Work. The Contractor shall reply in writing within 7 days of receipt of the request.
- .2 If the quotation referred to in (1) above is not accepted by the Owner, the actual cost of the Work will be determined in accordance with the General Conditions, Supplementary Conditions and Project Specifications.
- .3 Whenever extra or additional work is being performed under subsection .1.1 above, the Bidder agrees to submit 2 copies of daily reports in writing,

indicating the total chargeable costs incurred, for the day. These reports must be submitted to the Owner within 1 working day following the completion of the work for which they represent. The Owner will sign and date each report verifying receipt of these documents only. Valuation of the extra or additional work being so performed will be made only on the basis of approved daily reports.

1.7 ADDENDA

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

1.8 SEPARATE & UNIT PRICES

- .1 Certain items included in the scope of work for this project are required for the full extent of work, unknown and/or of secondary priority and may be deleted if necessary to keep the contract price within budget constraints. These items are described on the Schedule of Separate Prices, which shall form a part of the Contract Documents.
- .2 The Bidder shall provide separate prices for these items as listed on the Schedule of Separate Prices included hereafter. These amounts **shall not be included** in the Bid Price in Clause 1.4.

1.9 ALTERNATIVES/SUBSTITUTIONS

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

1.10 ALLOWANCES

- .1 Also refer to General Conditions, GC4.1, CASH ALLOWANCES and GC4.2, CONTINGENCY ALLOWANCE.
- .2 The following allowances shall be included in the bid price
 - .1 Contingency Allowance: value \$5,000.00

1.11 BID APPENDICES

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

1.12 SIGNATURES

OFFERED ON BEHALF OF THE CONTRACTOR:

DATE

COMPANY / FIRM NAME

MAILING ADDRESS

SIGNATURE (1)

OFFICIAL TITLE

SIGNATURE (2)

OFFICIAL TITLE

WITNESS



CONTRACTOR'S SEAL

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

APPENDIX B: SCHEDULE OF ALTERNATIVE PRICES

List Below

NOTE: Complete this form and submit with Bid.

APPENDIX D: BIDDER'S SENIOR PROJECT STAFF

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

NOTE: Complete this form and submit with Bid.

APPENDIX E: PROPOSED SUBCONTRACTORS

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

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

NOTE: Complete this form and submit with Bid.

APPENDIX F: REFERENCES

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

Reference #1

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

Reference #2

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

Reference #3

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

NOTE: Complete this form and submit with Bid.

SUPPLEMENTARY CONDITIONS TO CCDC 2 – 2008

DEFINITIONS

GC 1.1 CONTRACT DOCUMENTS

- .01 Replace 1.1.8 with the following:

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

GC 3.6 SUPERVISOR

- .01 Add to 3.6.1:

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

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

- .01 Delete.

GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

- .01 Add 5.2.8:

Progress Payments

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

- .02 Add 5.2.9:

Substantial Performance

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

GC 5.3 PROGRESS PAYMENT

- .01 Replace 5.3.1.3 with the following:

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

GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

.01 **Delete** 5.5.3.

.02 **Amend** 5.5.4 as follows:

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

GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

.01 **Amend** 5.6.1 as follows:

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

GC 5.7 FINAL PAYMENT

.01 **Amend** 5.7.4 as follows:

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

GC 6.1 CHANGES

.01 **Add** 6.1.3:

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

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

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

.02 **Add** 6.1.4:

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

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

.01 **Delete** 7.2.3.1.

GC 11.1 INSURANCE

.01 **Amend** 11.1.1.1 as follows:

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

GC 12.3 WARRANTY

.01 **Add to 12.3.1**

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

.02 **Add to 12.3.3:**

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

.03 **Add to 12.3.5:**

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

Additional Supplementary Conditions shall govern all trades under these specifications.

.1 PERFORMANCE ASSURANCE

.1.1 Certified cheque in the amount of \$7,500.00 to be received from Contractor within 5 working days of project award.

.1.2 Certified cheque will be returned following substantial performance of the work is completed.

.2 INSURANCE

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

.1 General Liability Insurance

.2 Automobile Liability Insurance

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

.3 PERMITS

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

.4 REGULATIONS AND CODES

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

.5 CHANGES TO WORK

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

.6 SUBSTANTIAL PERFORMANCE

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

END OF SECTION

DRAWINGS (under separate cover)

DOCUMENT #	REVISION	TITLE
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Electrical

139-12438-43-6000	0	SCOPE OF WORK, CONSTRUCTION NOTES, EQUIPMENT SCHEDULES
139-12438-43-6001	0	EXISTING LIGHTING LAYOUT
139-12438-43-6002	0	NEW LIGHTING LAYOUT

END OF SECTION

PART 1 GENERAL

1.1 Section includes:

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

1.2 Related Sections

- .1 Section 01 00 10 – General Requirements.

1.3 Description of Work

- .1 Work of this Contract involves Lighting Upgrades at École catholique de l'Enfant Jésus, located at 161 Airport Road, Dryden, Ontario.
- .2 A summary of Work highlights includes, but is not limited to:

A lighting upgrade is required for the exterior lighting, interior lighting and emergency lighting. The building exterior lighting consists of HPS Wall Packs while the interior lighting consists of surface mount and suspended fluorescent lighting. The emergency lighting consists of a central 24VDC battery bank monitoring 4 lighting circuits and 24V 9W field remote heads. Exit signs are self-powered 120VAC. All existing fixtures to be removed/modified or retrofitted with an L.E.D. upgrade as specified. All emergency lighting to be replaced with new LED Remote Heads and Exit Signs while the battery unit is to have existing batteries replaced with new and tested as per OBC. All exterior lighting to be replaced. All gymnasium and corridor fixtures to be retrofitted while all classroom, office, storage and utility fixtures to be replaced. Refer to drawings for additional details.

- .3 Completion time: refer Section 00 03 00 - Bid Form, and Work Sequence in this Section.

1.4 Contract Method

- .1 Construct Work in accordance with CCDC-2 - 2008 Stipulated Price Contract.
- .2 Relations and responsibilities between Contractor and subcontractors and suppliers, subcontractors assigned by Owner are as defined in Conditions of Contract. Assigned Subcontractors must, in addition:
 - .1 Furnish to Contractor, bonds covering faithful performance of subcontracted work and payment of obligations there under when Contractor is required to furnish such bonds to Consultant.

- .2 Purchase and maintain liability insurance to protect Contractor from claims for not less than limits of liability which Contractor is required to provide to Owner and Consultant.

1.5 Work Sequence

- .1 Perform Work in the time frame indicated:
 - .1 Achieve Substantial Performance by August 12th 2016.
 - .2 Achieve Total Performance by August 19th 2016.
- .2 Coordinate Progress Schedule and coordinate with Owner Occupancy during construction.
- .3 Review work plan with Owners representative before starting the Work.

1.6 Contractors Use of Premises

- .1 General:
 - .1 The earliest on-site date is June 6th, 2016, with restricted work hours
 - .2 School is in session until June 29th, 2016.
 - .3 Safety, security, and hoarding measures to be reviewed and approved by Owner's representative before any work can proceed.
 - .4 Normal Work Hours: No restrictions during July & August.
 - .5 Restricted Work Hours: Work Hours in June to be restricted to evenings and weekends, additional restrictions may apply at the Owner's discretion. All restricted work hours to be approved by owner.
- .2 Contractor has use of designated work areas as agreed to by Owner until Substantial Performance.
- .3 Coordinate use of premises under direction of Owner. Use existing facilities and access points only as designated by Owner.
- .4 Provide hoardings as required or directed to delineate work area(s) and control dust.
- .5 Provide temporary covers at existing return air systems to prevent spread of dust to other areas of the facility.
- .6 Demonstrate work methods to the Owner as requested.
- .7 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .8 Maintain firefighting access/control at all times.
- .9 Work by Others:
 - .1 Various other projects will be taking place from June 2016 to August 2016. Contractor to be informed before other work begins.
 - .2 Coordinate the Work with Work by Others through the Owner.
 - .3 Prior to stating the Work, and during the progress of the Work, notify the Owner of any concerns related to potential conflicts with Work by Others.

1.7 Owners Occupancy

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

END OF SECTION

PART 1 General

1.1 Codes and Standards

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

1.2 Project Coordination

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

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

1.3 Allowances

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

1.4 Cutting and Patching

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

1.5 Project Meetings

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

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

1.6 Submittals

.1 Administrative

- .1 Submit to Consultant submittals listed for review. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work.
- .2 To ensure prompt attention, address all submittals in electronic format to:

pat.kok@architecture49.com

807-625-6700

Mr. Pat Kok c/o Architecture49,
1269 Premier Way,
Thunder Bay, Ontario, P7B 0A3.

- .3 Work affected by submittals shall not proceed until review is complete.
- .4 Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with requirements of the Work and Contract Documents.
- .5 Verify field measurements and affected adjacent Work is coordinated.

.2 Shop Drawings and Product Data - **Electronic Submissions**

- .1 Indicate materials, methods of construction and attachment or anchorage, connection, explanatory notes and other information necessary for completion of Work.
- .2 Adjustments made on shop drawings by Consultant are not intended to change Contract Price.
- .3 Make changes in shop drawings as Consultant may require. Consultant will require 10 working days for review of shop drawings.
- .4 Submit shop drawings for review to Consultant for all items requested in the specification and as Consultant may reasonably request where shop drawings will not be prepared due to standardized manufacture of product:
- .5 Submission format:
 - .1 PDF electronic format.
 - .2 Ready to print on 8.5 x 11 or 11 x 17 format.
- .6 E-mail Submissions:
 - .1 Include project number and abbreviation in subject bar: i.e. 12675-01 SD-Div.
 - .2 Maximum file size to be 10MB, unzipped. Submissions larger than 10MB can be sent in corresponding numbered e-mails.
- .7 Identify all shop drawings in lower right-hand corner as follows:

- .1 Name of Project
- .2 Consultant project number
- .3 Title of shop drawing
- .4 Option proposed (if applicable)
- .5 Date (revised for each submission)
- .8 Submissions shall include:
 - .1 Name and address of:
 - .1 Subcontractor
 - .2 Supplier
 - .3 Manufacturer
 - .2 Contractor's review stamp, signed by an authorized representative certifying approval of submission, verification of field measurements and compliance with Contract Documents.
 - .3 Details of appropriate portions of work as applicable indicating:
 - .1 Fabrication
 - .2 Layout; showing dimensions, including identified field dimensions and clearance
 - .3 Capacities
 - .4 Performance characteristics
 - .5 Standards
 - .6 Operating weight
 - .7 Relationship to adjacent work
- .3 Operating and Maintenance Manuals
 - .1 Two weeks prior to the anticipated date of Substantial Performance of the Work, submit to Consultant, 1 copy of operating and maintenance manual for review. Upon receipt of final comments from Consultant, revise manuals as required and submit 3 copies of manuals to Consultant.
 - .2 Manuals to contain operational information on equipment, cleaning and lubrication schedules, filters, overhaul and adjustment schedules and similar maintenance information as required.
 - .3 Bind contents in a three-ring, hard covered binder. Organize contents into applicable categories of work, parallel to specification sections.
- .4 Record Drawings
 - .1 After award of Contract, Consultant will provide 1 set of prints for purpose of maintaining record drawings. Accurately and neatly record deviations from Contract Documents caused by site conditions and changes ordered by Consultant.
 - .2 Record locations of concealed components of mechanical and electrical services.
 - .3 Identify drawings as "Project Record Copy". Maintain in new condition and make available for inspection on site by Consultant.
 - .4 On completion of Work and prior to final inspection, submit record documents to Consultant.

1.7 Time

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

1.8 Quality Control

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

1.9 Construction Facilities and Temporary Controls

- .1 Installation/Removal
 - .1 Provide construction facilities and temporary controls in order to execute work expeditiously.
 - .2 Remove from site all such facilities after use.
- .2 Security
 - .1 Be responsible for securing equipment, materials or work in progress.
- .3 Hoarding
 - .1 Erect hoarding as required to protect public, workers, public and private property from injury or damage.
- .4 Dust-tight Screens
 - .1 Provide dust-tight screens or partitions to localize dust generating activities, and for protection of workers, finished areas of Work and public.
 - .2 Maintain and relocate protection until such Work is complete.
- .5 Guard Rails and Barricades
 - .1 Provide as required by governing authorities, secure, rigid guard railings and barricades around deep excavations, open shafts, open stair wells, open edges of floors and roofs.
- .6 Sanitary Facilities
 - .1 The Owner will designate washrooms for workers.
 - .2 Maintain in clean condition.
- .7 Water Supply
 - .1 Existing water supply may be used. Coordinate with the Landlord's forces.
 - .2 Pay for damage to existing plant if caused by Contractor negligence.
 - .3 Owner assumes no responsibility for inconvenience or costs incurred due to loss of water or interruptions.
- .8 Temporary Heating
 - .1 Requirements for temporary heat are not anticipated. Review with Owner should conditions arise that require temporary heat in the building.

- .9 Temporary Power and Lighting
 - .1 Existing power may be used. Coordinate with the Landlord's forces.
 - .2 Pay for damage to existing plant if caused by Contractor negligence.
 - .3 Owner assumes no responsibility for inconvenience or costs incurred due to loss of power or interruptions.
- .10 Construction Site Office Facilities
 - .1 Contractor's Site Office is not a project requirement.
 - .2 Provide adequate first aid facilities at the Work area.
 - .3 Provide tested fire extinguishers within the Work area.
- .11 Equipment/Tool/Materials Storage
 - .1 If required, provide and maintain, in clean and orderly condition, lockable weatherproof sheds for storage of tools, equipment and materials.
- .12 Access to Site
 - .1 Provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to the Work.
 - .2 Make good damage to the building or site. Owner will judge final acceptance of corrected damage.
- .13 Construction Parking
 - .1 Parking as directed by Owner will be permitted on site where designated by the Owner.
- .14 Project Cleanliness
 - .1 Maintain the Work in tidy condition, free from accumulation of waste products and debris.
 - .2 Remove waste material and debris from site at end of each working day.
 - .3 Clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operations.

1.10 Material and Equipment

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

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

1.11 Payment Procedures

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

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

1.12 Project Closeout

- .1 Final Cleaning
 - .1 Remove waste materials and debris from site at regularly scheduled times or dispose of as directed by Consultant. Do not burn waste materials.
 - .2 Leave work area clean before inspection process commences.
 - .3 Clean and glass, mirrors, hardware, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
 - .4 Vacuum clean and dust building interiors, behind grilles, louvres and screens.

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

PART 2 Products – not used

PART 3 Execution – not used

END OF SECTION