

## 1. GENERAL INSTRUCTIONS

### 1.1. CONSTRUCTION WORK

- 1.1.1. Work of this Contract comprises the construction of the school identified in the Contract Documents for the Dufferin-Peel Catholic District School Board.
- 1.1.2. Construct the Work under a single, lump sum, Stipulated Price Contract.
- 1.1.3. The Contract includes the construction of the school building plus site work indicated on the Contract Documents both within and outside the Board's property lines.
- 1.1.4. Co-operate with forces carrying out the following Work on behalf of the Board. Refer to Cash Allowance section in this Document.
- 1.1.5. Work not included in Contract (identified as "NIC" in the Contract Documents) comprises of the following:
  - 1.1.5.1. Furnishings such as tables, desks, library shelving, change table, etc.
  - 1.1.5.2. Academic Equipment such as projectors, manual projector screens, and other components that will be attached to the building structure, computers, printers, photocopiers, laminators etc.
  - 1.1.5.3. Appliances such as stoves, microwaves, refrigerators, dishwashers, washers, dryers, vending machines etc. (Mechanical and Electrical connections are INCLUDED in the Contract.)
  - 1.1.5.4. Secondary School's Shop equipment. (Mechanical, Electrical, and sawdust connections are INCLUDED in the Contract. The supply and installation of sawdust collector is INCLUDED in the Contract.)
  - 1.1.5.5. Loose carpets, window blinds, curtain for Health Room Cubicle, draperies at Stage and at Drama Room etc. (Cubicle curtain track, Stage tracks and rigging, Drama Room tracks and rigging are INCLUDED in the Contract.)
  - 1.1.5.6. Academic and Custodial Supplies such as books, paper goods, writing materials, cleaners, mops, floor polishers, loose ladders etc.
  - 1.1.5.7. G.P. Room Scoreboard (Elementary Schools only, Secondary School Scoreboard in MAIN Gym only is INCLUDED in the Contract.)
  - 1.1.5.8. Waxing of vinyl tile flooring. (See "Periodic Cleaning" this Document)
  - 1.1.5.9. The supply of a School Plaque and Time Capsule. (Installation of both is INCLUDED in the Contract.)
  - 1.1.5.10. The supply of interior Braille signage in corridors.

(The supply of interior signage is by Cash Allowance, installation of exterior signage is INCLUDED in the Contract.)

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- 1.1.5.11. The supply and installation of a Peace Garden.
- 1.1.5.12. With the exception of soap dispensers (supplied by Board, Installed by Contractor) all the supply and installation of all other washroom accessories are INCLUDED in the Contract and are to be listed in the Contract Documents.)
- 1.1.5.13. In Elementary Schools, the supply and installation of playground equipment such as play structures, swings, slides, exterior basketball goals, tether posts, game markings on asphalt, etc. (The supply and installation of field posts in both secondary and elementary schools is INCLUDED in the Contract)
- 1.1.5.14. The supply and installation of exterior signs for “Reserved Parking” “Staff Parking” and “Overnight Parking”. (All other parking signs, including barrier free signs, traffic and fire route signage is INCLUDED in the Contract.)
- 1.1.5.15. The supply of Custodial/Service equipment such as garbage/recycling bins, lawn mowers, snow blower, “cherry pickers’ etc.
- 1.1.5.16. The supply and installation of exterior furnishing such as benches, trash containers etc. (The supply and installation of bicycle racks is INCLUDED in the Contract.
- 1.1.5.17. In Secondary Schools, the supply and installation of Matrix furnishing such as benches, trash containers etc.

**ARCHITECT TO AMEND, ADD/DELETE THE ABOVE AS REQUIRED**

**1.2. PRODUCTS SUPPLIED BY BOARD**

- 1.2.1. The Board, for incorporation into Work of this Contract will supply products indicated accordingly either on the drawings or in the specifications.
- 1.2.2. The Board will provide manufacturer's installation instructions for each such product as available.
- 1.2.3. The Contractor's duties with respect to products supplied by the Board, are, but not necessarily limited to, the following:
  - 1.2.3.1. Unload and handle at site.
  - 1.2.3.2. Promptly inspect delivered products and give written report to the Consultant on condition of all items received.
  - 1.2.3.3. Pay demurrage charges.
  - 1.2.3.4. Temporarily store products in secure and suitable storage.
  - 1.2.3.5. Install, connect and finish products as specified.
  - 1.2.3.6. Remove packaging material from site and clean products.

1.3. RELATION OF TRADES

- 1.3.1. The Contract Specifications have been generally divided into trade sections for the purpose of ready reference.
- 1.3.2. The Contractor is responsible for co-ordinating all trades. The Contractor is solely responsible for determining the lines of demarcation between Contractor and/or each of the Sub-Contractors. Neither the Consultant nor the Board assumes any responsibility for any such determination or for any dispute arising concerning it. No extras will be considered due to any such dispute concerning either labour or materials.
- 1.3.3. Specifications and drawings form an integral part of the Contract Documents. Any subject or item omitted from one, but which is mentioned or reasonably implied in the other, shall be considered as properly and sufficiently specified and will be part of the Work.

1.4. ADDITIONAL DRAWINGS

- 1.4.1. The Consultant may furnish additional drawings to assist proper execution of the Work. These drawings will be issued for clarification only. Such drawings, however, shall have the same meaning and intent as if they were included with plans referred to in the Contract Documents.

1.5. EXISTING SITE CONDITIONS

- 1.5.1. The Contractor must visit the site to be assured that the Work is based on the existing conditions as shown on the drawings and visible on the job site at the time of the closing of the tender. All excavation, stockpiling, removal, importing and/or grading of soils is to be included in the Work of this Contract. Refer to site plan drawings and soils investigation records.
- 1.5.2. Inspection of the Place of Work during the tender period for all Bidders is strongly encouraged. The Contractor, finding discrepancies between the Contract Documents and actual site conditions, shall immediately inform the Consultant, *in writing*, describing such changes in detail.
- 1.5.3. Should site conditions change between the closing of tenders and moving onto the site, the Contractor must inform the Consultants, in writing, of any such changes. Upon moving onto the site, the Contractor must certify, *in writing*, acceptance of the site if site conditions do not vary from the Contract Documents.
- 1.5.4. Minor adjustments (not to exceed 50 mm) to the level of sodded areas, berms, etc.; will be permitted, to the approval of the Landscape Architect, to suit the quantity of fill and topsoil on site.

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**1.6. TEMPORARY CONSTRUCTION FENCING, TREE PROTECTION & HOARDING**

- 1.6.1. Install all hoarding and tree protection according to the latest requirements of the Authorities Having Jurisdiction.
- 1.6.2. Unless otherwise directed by the Authorities Having Jurisdiction, install around the entire school site, a temporary, 1850 mm (6'-0") high, chain link fence, complete with man and truck gates. Both gates shall be locked when no Work is in progress.
- 1.6.3. Maintain all fencing, tree protection, and hoarding until the completion of the project. Maintain in good order, and repair any damage to permanent perimeter fencing as required, at the completion of the project.
- 1.6.4. The Contractor must endeavour to install permanent fencing at the start of the project in school perimeter locations as indicated on the drawings.
- 1.6.5. The Contractor must note that Building Permit will not be issued by the Authorities Having Jurisdiction until all construction hoarding, fencing, and tree protection hoarding have been installed, inspected and passed by them.

**1.7. BYLAWS, PERMITS AND APPROVALS**

- 1.7.1. Nothing indicated on the Drawings or Specifications is intended to be in conflict with any law, by-law or regulation of Municipal, Provincial, or similar Authority Having Jurisdiction. Work of this Contract must conform to such laws, by-laws and/or regulations.
- 1.7.2. Furnish inspection certificates and/or permits as may be applicable as evidence that installed Work conforms to laws, by-laws and regulations of Authorities Having Jurisdiction.
- 1.7.3. Each Sub-Contractor shall obtain and pay for all permits and licenses required by Municipal, Provincial, or other Authorities Having Jurisdiction, particular to their trade.
- 1.7.4. It is the final responsibility of the Contractor to obtain all the required approvals, permits & fees and include them in the Contract Price.
- 1.7.5. Any revisions or deviations required by any Authorities Having Jurisdiction must be reviewed by the Consultants before implementation.

**1.8. ORGANIZATION**

- 1.8.1. Organize the Work of each section as required for satisfactory and expeditious completion of the Work. Take field dimensions required for the Work. Fabricate and install Work to suit field dimensions and conditions.

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- 1.8.2. If applicable, take into account existing Work to ensure best arrangements of components in available space. Contact the Consultant prior to commencing Work in critical locations and interface with other Contractors' Work.
- 1.8.3. The Contractors to supply all forms, templates, anchors, sleeves, inserts and accessories required to be installed in the Work. Set in place, or instruct the applicable Sub-Contractor as to their location. The Contractors to pay costs of extra Work, if required, as a result of a failure to comply with these requirements at the proper time.
- 1.8.4. Before starting the Work, and from time to time as the Work progresses, all Sub-Contractors shall examine the Work and materials installed by other Sub-Contractors insofar as it affects their own Work. The Contractor shall promptly notify the Consultant IN WRITING, if any condition exists that will prevent any Sub-Contractor from giving a satisfactory result in his/her own Work.
- 1.8.5. Should any Sub-Contractor start his/her own Work without such notification, it shall be construed as an acceptance by that Sub-Contractor of all preceding Work and as a waiver of all claims or questions as to its suitability for receiving the Work.
- 1.8.6. Sub-Contractors must prepare interference drawing for their Work at the request of the Consultants.

1.9. CANADIAN PRODUCTS AND LOCAL LABOUR

- 1.9.1. To the extent that the same are available and consistent with the proper economy and expeditious completion of the Contract, Canadian equipment, materials, products and other such applicable items are preferred by the Board to be used in the Work, wherever possible and practical. Within the same context, give preference to the use of local labour, Suppliers and Sub-Contractors.

1.10. MATERIALS AND WORKMANSHIP

- 1.10.1. All materials shall be new and the best of their respective kinds, where a specific grade or brand is not indicated. Pre-packaged materials shall be delivered and stored in unopened containers.
- 1.10.2. All Work performed under this Contract shall be done by mechanics skilled in their respective trades. They shall make use of such templates, jigs or special tools as may be required for the operation involved.
- 1.10.3. The acceptance of any materials or Workmanship shall not be a bar to their subsequent rejection, if found defective.
- 1.10.4. Adequate, dry storage facilities shall be provided and all stored materials shall be protected from damage and theft.

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- 1.10.5. All Contractors will do Work in accordance with the best industry practise of the type of Work specified, unless the Contract Documents stipulate more precise requirements, in which case, the more precise requirements shall govern.
- 1.10.6. Perform Work in a neat and careful manner to retain Work plumb, true and square. Ensure that various Work components are properly installed, forming tight joints and appropriately aligned junctions, edges and surfaces, free of warps, twists, waves, or other such irregularities.
- 1.10.7. Wherever indicated on the drawings or Specifications, or in the manufacturers' and/or suppliers' written instructions, arrange to have manufacturers' and/or installers' representatives inspect the Work that incorporates their materials, products or items.
- 1.10.8. None of the Contractors shall permit materials to come in contact with other materials if such conditions may result in corrosion, staining, discolouration or deterioration of the completed Work. Provide compatible, durable separators where such contact is unavoidable.
- 1.10.9. The design of the Work is based on the full interaction of its component parts. No provisions have been made for conditions occurring during construction. Ensure that no part of the Work is subjected to a load which will endanger its safety or which might cause permanent deformation.
- 1.10.10. Conceal pipes, ducts, conduit, wiring and other such items requiring concealment preferably in, wall or ceiling construction of all finished areas. If in doubt as to method of concealment, or intent of the Contract Documents in this regard, request clarification from the Consultant before proceeding with the Work.
- 1.10.11. Lay out Mechanical and Electrical Work well in advance of concrete placement and furring installation to allow for proper concealment. Test and inspect Work before applying pipe covering and before it is concealed.
- 1.10.12. Provide and maintain control lines and levels required for the Work. Lay out the Work in accordance with these lines and levels and dimensions indicated on Drawings.
- 1.10.13. Verify lines, levels and dimensions and report any errors or inconsistencies on the Drawings to the Consultants.

**1.11. QUALITY CONTROL**

- 1.11.1. The Consultants and authorized Board Staff shall have access to all areas of the Work, including any off site construction facilities.
- 1.11.2. The Contractor shall give timely notice requesting inspection if Work is designated for special tests, inspections, or approvals by the Consultants, or any other authorized Board Staff or testing and Inspection Company, or Authorities Having Jurisdiction.

- 1.11.3. If the Contractor covers, or permits to be covered Work that has been designated as outlined above, the Contractor shall uncover such Work, have the inspections and tests satisfactorily completed and make good such Work at no additional cost to the Board.
- 1.11.4. The Consultants or the authorized Board Staff may order any part of the Work to be examined, if such Work is suspected not to be according to the Contract Documents. If, upon examination, such Work is found not to be in accordance with the Contract Documents, then the Contractor shall correct such Work and pay for cost of examination and correction. If such Work is found to be in full accordance with the Contract Documents, the Board shall pay for the cost of examination and making good.
- 1.11.5. If defects are revealed during inspection and/or testing, the appointed agency may request additional inspection and/or testing to ascertain full degree of defects. The Contractor shall correct the defects and irregularities as reported by the inspection and/or testing agency, at no additional cost to the Board and the Contractor shall pay all associated costs for re-testing and re-inspection.
- 1.11.6. The Contractor shall provide any tools, materials or equipment that may be required by the inspection and/or testing agencies in re-testing the Work. (E.g. Video camera rental to re-inspect incorrectly installed sewer lines.)
- 1.11.7. The employment of inspection and/or testing agencies does not, in any way, affect the Contractor's responsibility to perform the Work in strict accordance with the Contract Documents.
- 1.11.8. The Contractor shall remove all defective Work, whether the result of poor Workmanship by the Contractor or the Contractor's Sub-Contractors, use of defective or damaged products, whether or not incorporated into the Work and any Work that has been rejected by the Consultants or authorized Board Staff as failing to conform to the Contract Documents.
- 1.11.9. Replacement and execution of the affected Work shall be done in full accordance with the Contract Documents, and the Contractor shall make good other Sub-Contractor's Work damaged by such removals or replacements at no additional charge to the Board.
- 1.11.10. If, in the opinion of the Consultant and/or the authorized Board Staff, it is not expeditious to correct the defective Work, or Work not performed in accordance with the Contract Documents, the Board, may, at its sole discretion, deduct from the Contract Price, the difference in value between the Work performed and that required by the Contract Documents, the amounts of which shall be determined by the Consultant.
- 1.11.11. The notable exception to the above item is a faulty installation of base and asphalt paving. If, the inspection agency, after performing random test holes to determine compaction and thickness of sub base, base and asphalt, concludes that either one, or both, are not according to what was specified in the Contract

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Documents, the Board will not accept credits for such inconsistencies but rather, demand that any such installation be removed and redone in its entirety, at the pleasure and convenience of the Board, but within the first year of the warranty period.

**1.12. OVERTIME**

- 1.12.1. The Contractor must include in the Contract Price, all costs for overtime Work which may be necessary to complete the various portions of the Work, in accordance with the Completion Dates specified in the *Form of Tender*.
- 1.12.2. The Board shall not entertain requests for any payments in connection with overtime Work that may be required by the Contractor, or any of the Contractor's Sub-Contractors in order to comply with the above referenced dates.
- 1.12.3. Both the Contractor and Sub-Contractors, are cautioned that they should not submit bids, if they are unsure of their ability to comply with the stated construction/occupancy schedule and requirements, provide overtime Work as necessary and/or are unwilling to be bound by the schedule and financial ramifications as described in the *Supplementary Conditions to CCDC 2 – 2008* and elsewhere in the Contract Documents.

**1.13. SCAFFOLDING**

- 1.13.1. All necessary scaffolding shall be provided and constructed according to all by-laws and safety regulations. Scaffolding shall be removed promptly and complete when no longer required.

**1.14. PROTECTION OF OTHER'S WORK**

- 1.14.1. Each Sub-Contractor shall avoid damage of other Sub-Contractors and shall take all measures necessary and supply all masking and materials necessary, to provide adequate protection.
- 1.14.2. Each Sub-Contractor shall be held responsible for all damage to Work installed by others that is caused by that Sub-Contractor's Work, or by anyone in the Sub-Contractor's employ.
- 1.14.3. Patching and repairing of all damaged Work shall be done by the Contractor as directed by the Consultant, but the cost of same, shall be paid for by the Sub-Contractor who is responsible for the damage.

**1.15. FASTENINGS**

- 1.15.1. All fastenings must be permanent, of same metal, or compatible with any metals with which they are in contact, of adequate size and spacing, to ensure permanent anchorage against load or shear.



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- 1.15.2. Exposed fastenings must be evenly spaced, neatly laid out and must not mar surfaces of pre-finished materials.
- 1.15.3. No ram setting or similar techniques will be permitted, without prior written approval of the Consultant.

1.16. SUPPLY AND INSTALL

- 1.16.1. Unless specifically noted, "*supply only*", any reference to supply intends the **supply and installation** of material or item so noted.

1.17. OCCUPATION BEFORE COMPLETION

- 1.17.1. If the Contractor, for any reason, does not have the Project completed by even the specified completion date and the Board, of necessity, is forced to occupy any part of the building before the whole of the Work is completed, the Contractor will not be entitled to any indemnity for interference with the operation.

1.18. REQUIREMENTS

- 1.18.1. The Contractor and Sub-Contractors shall examine carefully all drawings and specifications to inform themselves fully of all conditions and limitations pertaining to the Work of the Contract.
- 1.18.2. The Contractor and all Sub-Contractors shall co-operate and co-ordinate their work for the proper completion of the Work, including co-ordination of delivery dates and commencement of Sub-Contractor's Work.
- 1.18.3. The responsibility for all Work, including temporary structures, shoring and erection shall at all times rest with the Contractor and the Sub-Contractors. The Consultant will review construction methods and shop drawings for arrangements only. The method of obtaining the results contemplated by the Contract Documents shall be determined by the Contractor.
- 1.18.4. The undertaking of periodic site review by the Consultant or Board Representative shall not be construed as supervision of actual construction, nor make them responsible for providing a safe place for Work, visit, use, access, travel, or occupancy of the Consultant's or Board's employees or agents.
- 1.18.5. The Contractor shall be fully responsible for co-ordinating and expediting the Work of all Sub-Contractors and shall employ the necessary and qualified personnel to provide the required quality of labour and materials and to prevent delays in the progress of the project. Each Sub-Contractor shall be afforded all reasonable opportunities for the installation of the Sub-Contractor's own Work and for the storage and handling of required materials.

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**1.19. CO-ORDINATION**

- 1.19.1. The Contractor shall co-ordinate all the work and preparation on which subsequent Work depends to facilitate mutual progress, and to prevent any conflict.
- 1.19.2. The Contractor shall ensure that each Sub-Contractor makes known, for the information of the Contractor and other Sub-Contractors, the environmental and surface conditions required for the execution of their individual Work; and that each Sub-Contractor makes known the sequence of others' Work required for installation of Work.
- 1.19.3. The Contractor shall ensure that each Sub-Contractor, before commencing Work, knows the requirements for subsequent Work and that each Sub-Contractor is assisted in the execution of the preparatory Work by Sub-Contractors on which other Work depends.
- 1.19.4. The Contractor shall ensure that shop and layout drawings, templates, and all information necessary for the location and installation of materials, openings, inserts, anchors, accessories, fastenings, connections and access panels are provided by each Sub-Contractor whose Work requires co-operative location and installation by other Sub-Contractors and that such information is communicated to the applicable installer.
- 1.19.5. The Contractor shall ensure that delivery of materials supplied by one Sub-Contractor to be installed by another Sub-Contractor is well before the installation begins.
- 1.19.6. The Contractor shall inform all Sub-Contractors that giving installation information in error, or too late to incorporate in the Work, shall be their responsibility for any extra Work caused by such error or delay. The Board will not entertain any extras in this regard.

**1.20. ACCESS TO THE PROJECT**

- 1.20.1. The Contractor for this Work shall, at all times allow the Board, or any other Board commissioned Contractor or their employees, access into the building or around the premises, undisturbed, whether union or non-union, as may be required in the execution of other portions of the building Work and installation of equipment, etc.
- 1.20.2. The Contractor shall co-operate fully with any and all Board commissioned Contractors.

1.21. SUB-CONTRACT AWARDS

- 1.21.1. The Contractor shall, on notice of award of the Contract, obtain the Consultants' approval of a complete list of all persons or firms to which the Contractor proposes to sub-contract any part of the Work, the scope of the sub-contracts being assigned, and the amount of each sub-contract. The Contractor shall provide to the Consultant a financial breakdown showing all divisions of the Work amounting to the full sum of the Contract Price. Electrical and Mechanical sub-contracts shall be further broken down as requested by the Consultants.

1.22. MATERIAL SAFETY DATA SHEETS

- 1.22.1. The Contractor shall ensure that the following Material Safety Data Sheets for each of the building materials and/or products are submitted prior to commencing installation and application of the following:

lead-free solder	sealants and caulking
resilient flooring	painting and finishing
fertilizers	glues and adhesives
pesticides	herbicides

Or any other product which may contain a designated substance and could pose an air borne hazard during future renovations.

- 1.22.2. *The Contractor and Sub-Contractors must note that specifically, Asbestos and Asbestos containing materials, solder for piping containing lead, and Painting & Coatings containing lead and/or mercury must be excluded from any part of the Work.*
- 1.22.3. The Contractor must submit Certificates of Compliance, prior to the application for Substantial Performance of the Work for each of the following items:
- 1.22.3.1. An affidavit relative to the use of lead-free solder for all domestic water lines, regardless of location.
- 1.22.3.2. Products for which Material Safety Data Sheets have been submitted and accepted.
- 1.22.3.3. Other Work/Products identified in the Contract Documents as requiring a Certificate of Compliance.
- 1.22.4. Each Certificate of Compliance must indicate names and addresses of the project, the Board, the date of Issue, product description including name, number, manufacturer, with a statement verifying that the Work/Product installed meets specified requirements and, if applicable, complies with the submitted and accepted Material Safety Data Sheets.

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- 1.22.5. Each Certificate of Compliance must be issued on the Sub-Contractors' letterhead, properly executed, under whose Work the respective Work/Product has been provided.
- 1.22.6. Each Certificate of Compliance must be endorsed by the Contractor with the Contractor's own authorized stamp/signature.
- 1.22.7. The Contractor must ensure that submissions are made to allow sufficient time for review without delaying progress of scheduled completion and that the Material Data Safety Sheets required by WHMIS legislation are kept on site at all times.
- 1.22.8. *The Reserve Fund will not be paid to the Contractor without submission of all required affidavits and requested Material Safety Data Sheets.*

**1.23. REGULATING DOCUMENTS**

- 1.23.1. The Contractor and Sub-Contractors, Suppliers/Installers etc., must conform to the Ontario Building Code (Ontario Reg. 413/90), Canadian Mechanical Code (CEC), CAN3-B44-M85 and W59-1989, The Occupational Health and Safety Act, Ontario, 1990 (Bill 208), the National Fire Code, the local Municipal Fire Code, and all other applicable Codes and Building By-Laws.
- 1.23.2. All must also conform to the requirements of the Authorities Having Jurisdiction, such as Public Utilities. Where required under The Occupational Health and Safety Act, engage a Professional Engineer to design formwork and false work for concrete.
- 1.23.3. Contract forms, codes, standards and manuals referred to in these specifications are the latest published editions at the date of close of tenders. The Contractor, Sub-Contractors, and Suppliers/Installers must meet or exceed the requirements of specified standards.
- 1.23.4. Keep on site, copies of documents referred to in the Specification for joint use of the Contractor and the Consultant.

**1.24. CONTRACTOR'S RESPONSIBILITIES**

The list of the Contractor's responsibilities identified below is by no means comprehensive, nor is it in any priority or critical order. It is here, merely to identify the most often forgotten or ignored responsibilities of the Contractor and is reproduced only as a reminder. The Contractor will be responsible to take all necessary steps to protect personnel (Workers, visitors, public, etc.) and property from any harm during the course of the Work.

- 1.24.1. All equipment shall be in safe operating condition and appropriate to the task.
- 1.24.2. Only competent personnel will be permitted on site. During the site introduction, *only the Consultant* will determine who is competent. The Contractor will cause to remove from the site any persons not observing or complying with safety requirements.

- 1.24.3. The Contractor shall comply with, and shall ensure that all Sub-Contractors, Suppliers, Installers etc. comply with all Federal, Provincial and Municipal Safety Codes and Regulations and the Occupational Health and Safety Act.
- 1.24.4. The Contractor shall supply competent personnel to implement the safety program and ensure that all Sub-Contractors comply with the Board's standards, and those of the Occupational Health and Safety Act.
- 1.24.5. The Board will provide periodic monitoring to ensure that safety requirements are met, and that safety records are properly kept and maintained. Continued disregard of safety standards can cause the Contract to be cancelled and the Contractor removed from the Place of Work.
- 1.24.6. The Board may hire Commissioners to perform inspections of building systems at the closing stages of the Work of this Contract. The Contractor shall cooperate with, and co-ordinate the Work of, the Board's Commissioners at the Place of Work.
- 1.24.7. The Contractor will report to the Board and Authorities Having Jurisdiction any accident or incident involving personnel and/or property of the Contractor, the Board, or public, arising from the Contractor's or Sub-Contractors' execution of the Work.
- 1.24.8. The Contractor will include all provisions of this Contract in any agreement with Sub-Contractors, and hold all Sub-Contractors equally responsible for safe performance of the Work.
- 1.24.9. If the Contractor is responsible for a delay in the progress of the Work due to an infraction of legislation or Board Health and Safety requirements, the Contractor will, without additional cost to the Board, work such overtime, and acquire and use for the execution of the Work such additional labour and equipment as to be necessary, in the sole opinions of the Board's Representative and Consultant, to avoid delay in the final completion of the Work or any operations thereof.

#### 1.25. MANUFACTURERS' INSTRUCTIONS

- 1.25.1. Unless otherwise specified, the Contractor and Sub-Contractors shall comply with manufacturer's latest printed instructions for materials and installation methods.
- 1.25.2. The Contractor shall notify the Consultant in writing of any conflict between the Specifications and manufacturer's instructions and have same clarified.

#### 1.26. AIR AND VAPOUR SEAL

- 1.26.1. The Contractor shall ensure that exterior walls, windows, floor and roof surfaces provide an airtight and vapour-tight membrane to prevent problems due to building vapour migration.

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1.26.2. In general, the air/vapour barrier must be achieved on the interior side of the thermal insulation.

**1.27. FIRE SAFETY**

1.27.1. The Contractor and all of the Sub-Contractors must comply with requirements of standard for Building Construction Operations DFC No. 301-1975, issued by Dominion Fire Commissioner.

1.27.2. The appropriate clauses of the Ontario Building Code relating to fire protection shall be strictly followed.

1.27.3. The Contractor shall provide and maintain free access to temporary or permanent fire hydrants acceptable to local Fire Department.

**1.28. CONSTRUCTION SAFETY**

1.28.1. The Contractor and the Sub-Contractors must observe and enforce construction safety measures required by Canadian Construction Safety Code, Workplace Safety & Insurance Board, and Municipal Statutes. In particular, the Ontario Construction Safety Act, the regulations of the Ontario Department of Labour and Ontario Hydro Safety Requirements shall be strictly enforced. In event of conflict between any provisions of above authorities the most stringent provisions will apply.

1.28.2. The Contractor is responsible for Occupational Health and Safety on this Place of Work. The items listed below are only guidelines of the Board's expectations in this regard and not to be construed to be comprehensive or total in nature.

1.28.3. The Dufferin Peel Catholic District School Board will take every reasonable precaution to prevent injury or illness to students, employees and the public, participating in Board activities, or performing their duties. This shall be accomplished by providing and maintaining a safe, healthy Working environment and by providing the education necessary to perform these activities or duties safely.

1.28.4. The Dufferin-Peel Catholic District School Board is also vitally interested in the health and safety of all Contractors and their Workers performing Work for the Board. Co-operation and support of the Contractor in the protection of the Workers from injury or occupational disease is a major, continuing objective of the Board.

1.28.5. To achieve these goals, the Board, in concert with the Contractors, will endeavour to make every effort to ensure that the Contractors provide a Work Site, which is a safe and healthy Work environment. The Board insists that all Contractors and their Workers be dedicated to the continuing objective of reducing risk and injury.

- 1.28.6. The Contractor covenants and agrees to comply with all statutory and other obligations, including, without limitation, the provisions of the Occupational Health and Safety Act (Ontario) and all Regulations thereto, and all amending and successor legislation, including without limitation, Bill 208 (the "Act"), in connection with all Work performed by either the Contractor, Sub-Contractors, or any other Contractor on, or in connection with, the Project.
- 1.28.7. Without limiting the foregoing, for the purposes of this Contract, the Contractor agrees to be the "constructor" of the Project within the meaning of the Act, and as such, shall assume all the obligations and responsibilities, and observe all construction safety requirements and procedures, and duties of inspection imposed by the Act on the "constructor", as therein defined, for all Work and services performed by the Contractor, Sub-Contractors and other Contractors on or in connection with the Project.
- 1.28.8. The Contractor further covenants and agrees that the Board and its existing and former officers, trustees, employees and agents, and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as the "Board") shall be released from any obligations or liabilities otherwise imposed on the Board, or on any of them, pursuant to the Act in connection with the Project, and that the Contractor shall assume all liability and responsibility in connection with same.
- 1.28.9. The Contractor agrees to save harmless and indemnify the Board from any losses, damages, costs and expenses of any kind, or nature whatsoever, including all legal expenses, and all defence costs and related expert or consulting fees, incurred by the Board, or any of them, arising in connection with the failure, default, or inability of the Contractor of the Board, or any of them, to comply with any of the aforementioned statutory, or other legal requirements, or arising in connection with any breach by the Contractor of any of its covenants, agreements and obligations under this Contract.
- 1.28.10. The Contractor shall inform and instruct other Contractors that they, while performing Work on this project, are under the authority of the Contractor. Other Contractors are to discuss and co-ordinate with, and follow instructions from, the Contractor on all matters of site access, vehicles, deliveries, storage, temporary facilities, co-ordination with the Work of other Sub-Contractors, work methods, scheduling, labour conditions, construction safety, environmental protection, security and all other matters which relate to the safe and proper execution of construction Work.
- 1.28.11. The Contractor shall ensure that all supervisory personnel on job site are fully aware of the procedures and requirements outlined above and comply with all requirements specified.
- 1.28.12. The Contractor and Sub-Contractors are responsible to ensure that all machinery and/or equipment are/is safe and that the Workers perform their tasks in compliance with established safe Work practices or procedures. Workers must receive adequate training in their specific Work tasks to protect their health and safety.

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- 1.28.13. The Contractor shall be responsible for all persons and companies performing Work, including other Contractors, on this Place of Work, at all times, up to and including, the date of Substantial Performance of the Work. Authority for co-ordination and instructions relating to all matters that relate to the safe and proper execution of construction Work shall rest with the Contractor. The Contract Price must include the Contractor's fees for the co-ordination and supervision of the Work of all other Contractors.
- 1.28.14. In addition to the responsibility of all Contractors as outlined above, Sub-Contractors will be held accountable for the health and safety of Workers under their supervision.
- 1.28.15. Every Worker must protect his/her own health and safety by Working in compliance with the law and with safe Work practices and procedures established by the Authorities Having Jurisdiction.
- 1.28.16. All sections of the Occupational Health and Safety Act for Industrial Establishments, latest edition, and the Occupational Health and Safety Act for Construction Projects, latest edition, shall be enforced, by the Contractor, in their entirety, throughout the duration of the Work.
- 1.28.17. The Contractor shall provide the Consultant with the telephone number where the Contractor's representative can be reached at any time, day or night, for the duration of the Contract.
- 1.28.18. Where an accident, explosion, or fire causes a person injury at the Work place, and the Worker is disabled from performing the usual task, the Contractor shall prepare a written notice and shall forward same to the Ministry of Labour within four days of the occurrence with a copy to the Board's Representative and the Consultant.
- 1.28.19. Where a person is killed or critically injured from any cause at the Work place, the Contractor shall immediately call the Ministry of Labour. A written notice from the Contractor shall be given to the Ministry of Labour within forty-eight hours after the occurrence, containing such information and particulars as may be prescribed, with copies to the Architect and the Board's Representative.
- 1.28.20. The Contractor is advised that the accident scene is under the jurisdiction of the Ministry of Labour and no wreckage, articles, etc., shall be interfered with, disturbed, destroyed, altered or carried away at the scene, or connected with the occurrence, until the Ministry of Labour has given permission.

**1.29. INDEPENDENT TESTS AND INSPECTIONS**

- 1.29.1. The Contractor shall employ inspection firms as directed by Consultant and make payments from the Cash Allowances specified in Division noted, except for the following, which shall be included in the Contract:
  - 1.29.1.1. Inspection and testing required by laws, ordinances, rules, regulations or orders of public authorities.



- 1.29.1.2. Inspection and testing performed exclusively for the Contractor's convenience.
- 1.29.1.3. Mill tests and certificates of compliance.
- 1.29.1.4. Re-testing as already described in *Quality Control* of this Section.
- 1.29.2. The Consultant will authorize payment of inspection services from specified Cash Allowances.
- 1.29.3. The Contractor shall furnish labour and facilities to:
  - 1.29.3.1. Provide access to Work to be inspected and tested.
  - 1.29.3.2. Facilitate inspections and tests.
  - 1.29.3.3. Make good Work disturbed by inspection and test.
  - 1.29.3.4. Pour concrete test cylinders and store as directed by Inspection Firm.
- 1.29.4. The Contractor shall notify Inspection Firms sufficiently in advance of operations to allow for assignment of laboratory personnel and scheduling of test.
- 1.29.5. Where materials are specified to be tested, the Contractor shall deliver representative samples in required quantities to testing laboratory.

1.30. PERIODIC CLEANING

- 1.30.1. As part of the Tender, the Contractor shall provide all necessary garbage bins throughout the duration of the Project. The Contractor shall ensure that the following is accomplished:
  - 1.30.1.1. Keep all areas of the Work clean and orderly, free from accumulation of dirt, debris, garbage, oily rags, excess material, or such other trash items. Remove such items from all areas of the Work on a daily basis.
  - 1.30.1.2. Vacuum and/or broom interior building areas when ready to receive painting and other finishes. Continue cleaning on an "as needed" basis until the building is ready for inspection and take-over.
  - 1.30.1.3. Schedule cleaning operations so that resulting dust and other contaminants do not affect wet, newly painted surfaces, or newly installed equipment, or devices.
  - 1.30.1.4. In preparation for Substantial Performance, conduct inspections of all exposed interior and exterior surfaces.
  - 1.30.1.5. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from all exposed interior and exterior finishes, including glass and other polished surfaces.
  - 1.30.1.6. Remove all protective film from switch plates and hardware,

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particularly kick plates.

- 1.30.1.7. Clean lighting reflectors, lenses and other lighting surfaces.
- 1.30.1.8. Broom clean paved surfaces and rake clean other disturbed surfaces in the area of the Work, to remove site debris caused by the Work of this Contract. Inspect for damages and make good.
- 1.30.1.9. Remove debris and surplus materials from the roof areas and accessible concealed spaces.
- 1.30.1.10. Replace heating, ventilation and/or air conditioning filters at substantial completion, whether or not the units were operated during construction operations.
- 1.30.1.11. Refer to “clean up” sections of the specifications for additional specific periodic and final clean up requirements.
- 1.30.2. The Contractor must note that the Board insists that tiled (VCT) and sheet goods floors (vinyl, rubber, or linoleum) be broom swept only, but all noticeable stains are removed. Board Custodial Staff will do wet mopping and waxing/polishing.
- 1.30.3. Do not provide sealants and waxes on terrazzo, ceramic and other hard surfaced floors without reviewing products and methods of application with Board's Custodial Staff. Failure to comply with this requirement will result in the Contractor stripping these floors in their entirety.

**1.31. TEMPORARY PROTECTION**

- 1.31.1. The Contractor must provide temporary barricades, screens or barriers as directed by the Consultant and/or authorized Board Representative, for the safety of persons, or for dividing the Work from portion or portions of the building or site that may be required for use by the school, or others.
- 1.31.2. Properly protect the Work from any damage by the elements. In cold weather cover all exterior openings in the Work areas likely to cause water damage.
- 1.31.3. During off-hours and/or stages of suspended operations for whatever reasons, the Contractor must assume all responsibility for protection against the elements, theft and/or vandalism. This applies not only to the Work in progress, but also to any materials, products, tools, equipment, or other such items left at the Work site.
- 1.31.4. Properly protect floors and roofs from any damage. Take special precautions when moving heavy loads or equipment over floors and roofs.
- 1.31.5. The Contractor must keep floors free of oils, grease or other such materials likely to discolour them and/or affect bonding of applied services.
- 1.31.6. The Contractor must ensure that no part of the Work is loaded greater than it was designed for, when completed. Make any temporary support as strong as the

permanent support. Place no load on concrete structure until it has sufficient strength to safely bear such load.

- 1.31.7. Protect glass and other finishes against heat, slab and weld splatters, using appropriate protective shields and covers.
- 1.31.8. The Contractor must provide and maintain, in good working order, appropriately labelled ULC fire extinguishers, to the approval of Authorities Having Jurisdiction.
- 1.31.9. The Contractor must provide a minimum of two (2) safety helmets on site at all times for the use of the Consultant and any other Board authorized visitors to the site. It is the Contractor's responsibility to make certain that any such visitors wear the protective headgear and any other safety gear that may be necessary at that particular time of construction.

#### 1.32. SECURITY

- 1.32.1. The Contractor shall be entirely responsible for supervision of the project and for protection of public from vehicles in movement, for stockpiled materials and construction. Vehicular parking and stockpile materials must be maintained on the construction site. Street parking or stockpiling will not be allowed on Municipal streets.
- 1.32.2. The Contractor is responsible for the prevention of vandalism and theft of all tools, equipment and materials for the duration of the Project. The Contractor must, however, must provide twenty-four (24) hour site security on the project from four (4) months prior to "Occupancy" as defined in Instruction to Bidders.

#### 1.33. COMPLETION

- 1.33.1. Upon completion of the Work, all protection erected shall be removed, all damage to the Work and adjoining Work due to the lack or failure of such protection shall be made good and all debris, surplus materials tools and equipment shall be removed from the Work areas and the site, and the Project shall be left clean and tidy to the full and complete satisfaction of the Consultant and Board Staff. The Contractor shall give written notice to the Consultant, requesting final inspection of the completed Project.
- 1.33.2. Refer to the pertinent sections of the Specifications for requirements with respect to submission of *Record Documents, Maintenance Materials, Special Tools* and *Spare Parts*.

#### 1.34. GUARANTEES/WARRANTIES

- 1.34.1. The Contractor shall provide Guarantees and Warranties as identified in the *Supplementary Conditions CCDC 2 - 2008*.
  - 1.34.1.1. The guarantee/warranty period shall start on the date of issue of the

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Certificate of Substantial Performance of the Contract by the Consultant.

1.35. CONTINGENCY ALLOWANCE

1.35.1. No Contingency Allowance is included in this Contract.

1.36. CASH ALLOWANCES

1.36.1. Include in the Contract Price, a Stipulated Sum Cash Allowance in the amount of \$XXX,XXX (XXXXX dollars)

1.36.2. Cash Allowance, unless otherwise specified, covers the net cost to the Contractor of services, products, construction machinery and equipment, freight, handling, unloading, storage installation and other authorized expenses incurred in performing the Work.

1.36.3. The Contract Price, *and not the Cash Allowance*, includes the Contractor's profit and overhead, in connection with such Cash Allowance.

1.36.4. The Contract Price will be adjusted by written order by the Consultant to provide for an excess or deficit to each Cash Allowance. Any unused portions of these allowances shall be returned to the Board on the conclusion of the Contract.

1.36.5. A schedule shall be prepared jointly by the Consultant and the Contractor to show when items called for under Cash Allowances, so that the progress of the Work is not delayed.

1.36.6. Expend Cash Allowances as directed by Consultant in writing. Allowances will be adjusted to actual cost with no adjustment to the Contractor's charges.

1.37. PROJECT ALLOWANCE

1.37.1. The following project allowance includes, but is not limited to, the following:

- Cost of Building Permit or Cost of Building Permit less deposit
- Municipal Hydro (Incoming Service, Electrical Connection charges for building & possible charges for high voltage switchgear and/or electrical vault installation)
- Municipal water meter and service connection charges
- Incoming Gas Connection
- Sanitary sewer connection charge
- Storm sewer connection charge
- Balancing and Commissioning
- Top Soil Enhancements (if required)
- Incoming Cable TV System
- Additional Devices
- Interior Signage

Integrated P/A Telephone System  
Data/Cabling  
Security & Intrusion Alarm Systems & Monitoring  
Security Card Reader System  
Smart Board Installation and Calibration  
Sound System for G. P. Room (Elementary Schools)  
Sound treatment enhancements (Secondary Schools)  
NOTE - HARDWARE WAS DELETED FROM THE LIST OF  
ALLOWANCES

THE ARCHITECT TO AMEND, DELETE/ADD TO THE ABOVE AS REQUIRED

1.38. INSPECTION AND TESTING ALLOWANCE

- 1.38.1. This Allowance includes net cost of testing laboratory services designated and authorized by the Consultant and applicable taxes.
- 1.38.2. The Contract Price includes overhead and profit, supply of material to be tested and other testing and re-testing Work specified.
- 1.38.3. Inspection and Testing Allowance includes, but is not limited to, the following:

- Existing Topsoil Analysis
- Topsoil Inspection & Testing
- Footing Base Evaluation
- Asphalt paving inspection and testing
- Masonry and mortar testing
- Building envelope & air barrier inspection
- Roofing inspection and testing
- Engineered & regular fill inspection & compaction testing
- Asbestos inspection and removal (Addtns. and/or Renos.)
- Concrete and reinforcing steel inspection and testing
- Open Web steel joists inspection and testing
- Other structural steel and steel deck inspection
- Fireproofing inspection and testing
- Window, curtain wall and skylight inspection and testing
- Underground Video investigation

THE ARCHITECT TO AMEND, DELETE/ADD TO THE ABOVE AS REQUIRED

1.39. NO ALLOWANCES ARE CARRIED IN DIVISIONS 15 AND 16

- 1.39.1. Without exception, any allowances that may be part of Divisions 15 and 16 work, such as payment of Municipal Fees for connections of water, storm, sanitary and gas lines or payment of Municipal fees for connections and related to supply of primary voltage to the Project as applicable, *are to be carried by the Contractor.*

1.40. SCHEDULE OF ALLOWANCES

- 1.40.1. Material Allowances shall include net cost of materials, applicable taxes and duties, and deliveries to the Place of Work.
  - 1.40.1.1. For Material Allowance, the Contract Price shall include:

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Handling at the Place of Work, including unloading, un-crating, storage and hoisting; protection from elements, from damage; labour, installation, and finishing; other expenses required to do Cash Allowance Work (i.e. Contract co-ordination); overhead and profit.

1.40.2. Material and Installation Allowances shall include net cost of materials, applicable taxes and duties, and deliveries to the Place of Work.

1.40.2.1. Material and Installation Allowances shall include the following:

Handling at site, including unloading, uncrating, storage and hoisting; labour, installation and finishing; protection from elements, from damage; overhead and profit; other expenses required to do Cash Allowance Work (i.e. Contract co-ordination).

1.40.3. The Testing and Inspection Allowances shall include the net cost of testing laboratory services designated and authorized by the Consultant and all applicable taxes.

1.40.3.1. For Inspection Allowances, the Contract shall include:

Overhead and profit; supply of material tested; other testing and re-testing

**ADDITIONAL INSTRUCTIONS AS REQUIRED BY CONSULTANT**

END OF INSTRUCTIONS

LATEST REVISION IS IN GREEN FONT

ISSUED:	JULY 2000	REV 4:	APR 2005	REV 8	JUL 2010
REV 1	DEC 2001	REV 5	SEPT 2005	REV 9	SEPT 2015
REV 2	APR 2002	REV 6	APR 2008	REV 10	SEPT 2016
REV 3	MAR 2005	REV 7	SEP 2009		