1. GENERAL

1. The General Conditions of Standard Construction Document CCDC 2, 2008 produced by the Canadian Construction Association (CCA) as amended by the Supplementary Conditions, shall govern this contract.

2. The Contractor shall be the prime contractor and shall be totally responsible for completion of the entire project. Employ all required skilled trades and/or subcontractors for the complete work.

3. Work in this Specification is divided into descriptive Sections which are not intended to identify absolute contractual limits between trades. The Contractor shall be responsible for organizing labour and supply of materials essential to complete the Project in all its parts, and to provide protection of the Work and people and property.

4. Unless specified otherwise, the following instructions shall apply to all sections of the work.

5. Read General Work - Section 01 11 00, for instructions and requirements regarding General Work and Services, Miscellaneous Work and Services and Temporary Work and Services. Trades requiring own offices, sheds, etc. shall provide, maintain, relocate and remove same in a manner satisfactory to the Contractor.

6. Establish rates of wages, hours and conditions of work, in accordance with Provincial Codes and as generally recognized and accepted in locality. Wherever possible, give preference to use of local labour, building mechanics, suppliers and subcontractors.

7. Install and arrange ducts, piping, tubing, conduit, equipment and fixtures in such a way as to conserve head room and space as much as possible, to provide minimum interference and to be neat, orderly and tidy. Unless otherwise noted, run pipes, ducts, tubing and conduit vertical, horizontal and square with building grid. Conceal pipes, ducts, tubing and conduit above ceilings, behind furrings, in walls, except in mechanical rooms, equipment rooms and unfinished spaces, unless indicated or specified otherwise.

8. In all cases where a device or part of the equipment is herein referred to in the singular number, it is intended that such reference shall apply to as many such devices as are required to complete the installation.

9. Definitions

    1. Wherever the words 'approved', 'satisfactory', 'directed', 'permitted', 'inspected', 'instructed', 'required', 'submit', 'ordered', or similar words or phrases are used in the Contract Documents, it shall be understood, unless the context provides otherwise, that the words 'by (to) the Consultant' follow.

    2. The words 'by others' when used in the Specifications or on the Drawings shall not mean by someone other than the Trade Contractor. The only means by which something shown or specified shall be indicated as not being in the Contract is by the use of the initials 'NIC' or the words 'not in (the) Contract', 'by owner', or by another Contractor.

    3. Exposed: means when visible by the occupants at completion of the work, unless scheduled or specified otherwise.

4. The use of scope, related work, or similar articles in the specifications shall not relieve the Contractor from their responsibility to assign the various parts of the work to the appropriate subcontractors and forces and shall not impose upon the Consultant or Owner the duty to arbitrate disputes between the Contractor and the Subcontractor, nor shall it relieve the subcontractors from their responsibility for carefully examining all the Drawings and Specifications and coordinating their work with each other and the Contractor.

10. All demolished materials become the Contractor's property and the Contractor must remove them from the site except for any specific items to be retained for re-use or turned over to the Owner. Material being turned over to the Owner is to be provided on wood skids. Carefully remove, store and protect items identified to be salvaged. All wood windows, doors, and trim, and any brick to be removed should be identified in an itemized list, salvaged and safely stored for future use to the satisfaction of Town of Newmarket Heritage staff. These materials should be recorded in an itemized list. Any materials proposed not to be salvaged due to their condition should be identified to the satisfaction of Town of Newmarket Heritage staff. The conservation work shall generally be carried out in accordance with the heritage permit for the renovation of the house, approved subject to conditions, dated March 14, 2024.

2. REGULATORY REQUIREMENTS

1 Nothing contained in the Drawings and Specifications shall be so construed as to be in conflict with any law, by-law or regulation of the municipal, provincial or other authorities having jurisdiction.

2. Abide by all the requirements of the Municipal Building By-Laws and other amendments thereto, including but not limited to: the Ontario Building Code (Ontario Reg.413/90); Canadian Electrical Code (CEC); CAN/CSA-B44-94 Safety Code for Elevators; CSA-W59-M1989 Welded Steel Construction (Metal Arc Welding); the Occupational Health & Safety Act, Ontario, 1990 (Bill 208); the National Fire Code; the local Municipal Fire Code; Canadian Code for Construction Safety, as currently amended, and to the Construction Safety Act, Ont. as currently amended, and all other applicable Codes and building by-laws having jurisdiction.

3. Conform to regulations of Municipality having jurisdiction regarding clean up of tracking on streets and protection of sidewalks and curbs, and all other applicable laws, By-laws and Regulations.

4. Where required under the Occupational Health & Safety Act, engage a Professional Engineer to design formwork and falsework for concrete.

5. Give all notices, conduct all tests and required inspections, obtain all permits and pay all resulting charges.

6. Contract forms, codes, specifications, standards, manuals, and installation, application and maintenance instructions referred to in these specifications are of the latest published editions at the date of signing the Contract.

7. **REFERENCE STANDARDS:** Unless the edition date is specified, references to manufacturer's and published codes, standards and specifications are to the latest edition, (revision) approved by the issuing organization, current at the date of this Specification.

3. RESERVED

4. CO-ORDINATION OF WORK

1. Co-operate and co-ordinate with other trades as required, for satisfactory and expeditious completion of work. Take field dimensions relative to work. Fabricate and erect work to suit field dimensions and field conditions. Provide forms, templates, anchors, sleeves, inserts and accessories required to be fixed to, or inserted in work, and set in place or instruct related trades as to their location. Pay cost of extra work caused by and make up time lost, as a result of failure to provide in adequate time, the necessary co-operative information of items to be fixed to, or built in.

2. Coordinate Work so that the Work of all trades may be executed as specified, without delay, hindrance, contradiction or ambiguity.

3. Ensure that each Trade informs the Contractor of construction, substrates, surface and environmental conditions required for the successful execution of his Work, and that these conditions are met in the execution of all Work.

4. Co-ordinate all construction personnel and Trades. Maintain efficient and continuous supervision. Ensure co-operation of workers in laying out the Work.

5. The Contractor shall be responsible to assign the various parts of the Work to the appropriate Trades and forces and shall not impose upon the Consultant or Owner the duty to arbitrate disputes between the Contractor and the Trades nor shall it relieve the Trades from their responsibility for carefully examining all the Drawings and Specifications and coordinating their work with each other and the Contractor.

5. MATERIALS

1. Reject material damaged in transit. Store packaged materials in original undamaged containers with manufacturer's labels and seals intact. Handle and store materials in accordance with manufacturers' and suppliers' recommendations. Prevent damage. Remove from site and replace damaged materials.

2. Conform to the Products, tables and standards in Section 01 01 60 for the following:

1 Metals
2 Gauges & Equivalent Thickness
3 Glass
4 Concrete, Masonry, Paving
5 Finish for Aluminum, Baked on Coatings
6 Pencil Hardness Test
7 Finish for Aluminum, Hard Anodizing

6. EXAMINATION

1. The Contractor affirms that before tendering, they did examine the site and ascertain the

extent and nature of all conditions affecting the performance of the work including the existing conditions; also including the scope of the current demolition project now proceeding; and including the location of all buried services which may have to be protected, removed or relocated. No extras will be allowed for anything which would have been revealed in the course of such an examination.

2. The Contractor affirms that before tendering they did examine the Specifications, Drawings, and other tender documents thoroughly. It shall be assumed that the Contractor thoroughly understands these documents, including those particular items about which questions have been asked and written instructions given.

3. Examine work upon which your work depends. Application of your work or any part of it shall be deemed acceptance of work upon which your work, or that part of it which has been applied, depends.

4. Drawings are in part, diagrammatic and incomplete, and are intended to convey scope of work and indicate general and approximate location, arrangement and size of fixtures, equipment, ducts, piping, conduit and outlets. Obtain more accurate information about locations, arrangement and sizes, from study and coordination of construction drawings, including architectural, structural, mechanical and electrical and become familiar with conditions and spaces affecting these matters before proceeding with work.

5. Where job conditions require reasonable changes in indicated location and arrangements, make changes at no extra cost to Owner. Install and arrange ducts, piping, conduit, equipment and fixtures in such a way as to conserve head room and space as much as possible.

7. SCAFFOLDING

1. The Contractor shall provide at their own expense all manner of materials, labour, scaffolding, ladders, hand tools, and appliances necessary for the due execution and proper completion of work described herein, unless otherwise specified in tender specifications.

2. Erect scaffolding independent of walls. Use scaffolding so as to interfere as little as possible with other trades. When not in use, move scaffolding as necessary to permit installation of other work. Construct and maintain scaffolding in rigid, secure and safe manner. Remove scaffolding promptly when no longer required. Scaffolding must comply to Occupational Health and Safety Act.

8. FLOOR SURFACES

1. Adequately protect existing and new floors and finishes from damage. Take special measures when moving heavy loads or equipment on them.

2. Keep floors free of oils, grease, or other material likely to damage them, discolour them, or affect bond of applied finishes.

3. Once building is enclosed, keep floors as dry as possible after curing.

9. PROTECTION AND MAKING GOOD

1. Protect existing property, adjacent public and private property and work of other sections

from damage while doing work.

2. Damaged work and property shall be made good wherever possible by those performing work originally, but at expense of those causing damage.

3. Attach and fasten fixtures and fittings in place in safe, sturdy, secure manner so that they cannot work loose or fall or shift out of position during occupancy of building as a result of vibration or other causes in normal use of building.

4. If, during work, any buildings, curbs, walks, roads or landscaping are damaged, repair or replace them to the satisfaction of Consultant and the local jurisdiction.

5. Protect glass and other finishes against heat, slag and weld spatter, by erecting sturdy plywood or other heavy shield.

6. If tape or strippable coatings are used to protect finished metal surfaces, do not allow them to become baked on or to thermoset.

10. IMPACT DRIVEN FASTENINGS

1. Do not use impact driven (explosive, hammer, etc., but not twist driven) fastening devices without written approval. Properly size holes in concrete and drill cleanly to avoid oversizing for expansion anchors. When drilling upward, use jig to hold drill steady and plumb.

11. ALTERATIONS AND MAKING GOOD

1. Wherever it becomes necessary to cut or interfere in any manner with existing services and apparatus, do so at such times as approved by the Consultant. Give minimum advance notice of one week and provide sufficient information of such requirements.

2. Take into account existing installations to ensure best arrangement of pipes, conduit, ducts and mechanical, electrical and other equipment in available space. For critical locations, prepare interference and installation drawings showing work of various sections as well as existing installations, for approval, before commencing work.

3. Comply with Section 01 04 50 Cutting and Patching for additional information

12. STANDARDS

1. Where initials of an organization are used, followed by number or combination of numerals and letters, this designates a standard produced by the organization. Conform to issue of standard so designated, as amended and revised to date of contract. When designation does not indicate particular edition of standard edition current at date of Contract shall apply.

2. Wherever a standard confers upon a person, a body politic or a body corporate the right to approve, to select, to exercise authority or to interpret the standard, and refers to that person, body politic or body corporate as the Authority having jurisdiction, the Authority, the Engineer, the Department, the Purchaser, the Contracting Officer (e.g. U.S. Fed. Spec.) or by some other such designation, the Consultant shall have the right to exercise the powers of any such person, body politic, or body corporate.

3. Where standards and manufacturer's instructions conflict with the Contract Documents, the Contract Documents shall govern.

13. FINISHED DIMENSIONS AND ELEVATIONS

1. See Article on Setting Out, in Section 01 11 00. Give particular attention to finished dimensions and elevations of the work. Make finished work fit indicated spaces accurately. Make finished work flush, plumb, true to lines and levels and accurate in all respects.

14. NON-PAYMENT

1. All those doing work or supplying materials shall notify the Consultant in writing if the Contractor fails to make payment when due. Failing such notice, the Consultant will assume that payments have been duly made.

15. CLEANING AND CONTRACT CLOSE-OUT

1. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
2. Store volatile wastes in covered metal containers, and remove from premises daily.

3. Prevent accumulation of wastes which create hazardous conditions.

4. Provide adequate ventilation during use of volatile or noxious substances.

5. Use only cleaning materials recommended by manufacturer on surface to be cleaned, and as recommended by cleaning material manufacturer.

6. Refer to the General Conditions of the Contract.

7. Cleaning During Construction

1. The successful Contractor will be responsible to maintain the work areas and designated storage areas in a neat, orderly and clean condition and remove all excess materials and/or garbage from the site, daily.

2. Provide on-site containers for collection of waste materials and rubbish. Location to be co-ordinated with Consultant.

3. Remove waste materials and rubbish from site on an ongoing basis.

4. Clean interior building work areas daily or as needed, until work is complete

5. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

6. Promptly as the work proceeds and on completion, each Contractor shall clean up and remove from the premises all rubbish, surplus materials and equipment resulting from their work. Follow Contractor's instructions regarding disposal of rubbish.

7. Before final inspection, replace glass and mirrors that have been broken, damaged and/or etched during construction, or which are otherwise defective.

8. Include in Work final cleaning by skilled cleaning specialists on completion of construction.

9. Remove temporary protections and make good defects before commencement of final cleaning.

8. Final Cleaning

1. Remove dust, stains, paint spots, soil, grease, fingerprints and accumulations of construction materials, interior and exterior to the building. Perform cleaning in accordance with installer's instructions for each material. Final cleaning shall include:

1. Cleaning and polishing of glass; porcelain, enamel and finish metals; washroom accessories.

2. Vacuum cleaning of ceilings, walls and floors.

3. Cleaning of floors and waxing of all waxed floors.

4. Cleaning of glazed wall surfaces.

5. Cleaning of hardware, mechanical fixtures, lighting fixtures, cover plates, and equipment, including polishing of their finish metal, porcelain, vitreous, and glass components.

6. Removing of visible labels and temporary protection coverings left on materials, components and equipment.

7. Cleaning of masonry and concrete, if so directed by the Consultant.

8. Cleaning of wood panelling, millwork and doors.

9. Final Inspection and Closeout

1. Submit proposed closeout procedures and schedule of inspection to The Consultant for approval before final inspections commence.

2. Arrange for, conduct and document final inspections, closeout and take-over at completion of work of this specification in accordance with procedures described in OAA/OGCA TAKE-OVER PROCEDURES, OAA/OCGA Document No. 100.

3. Substantial completion cannot be applied for until the building is approved for occupancy by the local Building Authority, maintenance manuals and as-builts have been submitted, operating instructions to the Owner have been completed and percentage of completion as per the Construction Act has been obtained.

4. Comply with Section 01 77 00.

16. TRADEMARKS AND LABELS

1. Trademarks and labels shall not be visible in the finished work except for labels of ULC and

other similar authorities and except where necessary to identify mechanical and electrical equipment, for maintenance and replacement and except where specified otherwise.

2. Except as provided in the foregoing paragraph, locate trademarks and labels on concealed or inconspicuous surfaces or remove by grinding if necessary or paint out where surface painted, if located conspicuously.

17. MAINTENANCE MANUALS

1. Under Section 01 11 00, General Work, the Contractor is required to assemble maintenance manuals. All Sub-contractors shall cooperate by submitting shop drawings and maintenance instructions in accordance with Section 01 11 00. Submit instructions for cleaning, repairing, refinishing and freshening all finished surfaces. Submit operating, lubricating, repair and other instructions to keep all equipment in good working order. All materials and equipment which suffers damage as a result of inadequate instructions or improper maintenance not covered by instruction or failure to warn of imperfect or harmful maintenance materials or procedures, shall be made good by the Contractor at no extra cost to the Owner.

18. BURIED SERVICES

1. The Contractor shall be responsible for keeping records of all buried services. The subcontractors concerned shall provide the Contractor with all necessary dimensions required to accurately locate those services.

19. EXISTING SERVICES

1. Where work involves breaking into or connecting existing services, carry out work at times directed by governing authorities, with minimum of disturbance to the operation of the facility, pedestrian and vehicular traffic.
2. Before commencing work, establish location and extent of service lines in area of work and notify The Consultant of findings.

3. Where unknown services are encountered, immediately advise The Consultant and confirm findings in writing.

4. Provide adequate bridging over trenches which cross sidewalks or roads to permit normal traffic.

5. Remove abandoned service lines to distance of six feet from foundations. Cap or otherwise seal lines at cut-off points, in manner approved by authorities having jurisdiction over service.

6. Record locations of maintained, re-routed and abandoned service lines. The sub-contractors concerned shall provide the Contractor with all necessary dimensions required to accurately locate those services.

7. The appropriate Sub-contractor and Contractor shall assume full responsibility for the locations and protection of all under and above ground utilities, such as water, sewer and gas mains and building connections, hydro and telephone poles, wires and conduits,

etc. when excavating or digging below grade whether they are shown on the plans or not.

8. Where the location of any of these utilities has been shown on the plans, such information is not guaranteed. It is the appropriate Sub-contractor's responsibility to verify locations, invert elevations, etc., immediately after moving on the site. If for any reason the information obtained necessitates changes in procedures or design, advise The Consultant at once. If this verification of existing conditions is not done at the outset and any problems arise, the responsibility for same will be entirely the Contractor's.

9. Contractor to provide temporary support of existing service lines and pipes where work requires excavation below existing lines for construction of new footings, foundations, etc. Services shall be maintained at all times while hospital is occupied.

20. EMBEDDED CONDUIT, PIPE AND SLEEVES

1. Concrete Slabs

1. All pipes and conduits shall be depressed to pass under concrete slabs on grade.

2. Sleeves, conduits and pipes which pass through suspended slabs, beams or walls, shall be in approved locations which do not impair the strength of the construction. Space them all not less than three diameters o.c.

21. SOUND ATTENUATING PARTITIONS

1. Avoid "short circuiting" sound attenuating partitions by the careful location and treatment of ducts, grilles, diffusers, etc., and of electrical outlets and boxes, etc. Where electrical boxes are back to back, serving each side, locate them at least 10 inches (250 mm) apart laterally and if interconnected, use flexible connections.

22. SAFETY

1. The Contractor will be responsible for submitting their safety program used in the ongoing operation of their company and any safety recommendations specifically relating to the tendered project.

2. Safety measures or procedures taken by the Contractor i.e. site safety meetings, site construction fences, etc., will not relieve the Contractor of their responsibilities for the safety of persons and property, and for compliance with the federal, provincial and local statutes, rules, regulations and orders applicable to the conduct of the work.

3. Submit copies of all Safety Meeting Minutes to The Consultant and Owner.

4. Comply with Section 01 35 29.

23. PROTECTION OF WORK AND PROPERTY

1. LOADING OF BUILDING: Do not store materials in building or utilize it for construction purposes in any manner which would exceed design loading on any building element. Temporarily support or strengthen parts of the structure subjected to excessive loads during construction.

2. New and existing work and materials affected by the alterations shall be protected at all times during construction period. Any damage, soiling and staining occurring from the time the site is turned over to the Contractor until the work is completed will be required to be made good by the Contractor at no additional cost to the Owner.

3. Protect floor finishes from construction traffic and transport of construction materials and equipment by adequate means. In areas where work is designated to be done adjacent to existing acoustic ceilings composed of lay-in panels in a supporting grid, panels shall be carefully removed to avoid damage and replaced when the work is completed. If existing lay-in panels in a room are damaged or dirty and cannot be matched with new panels, then all the panels in that room shall be replaced at no expense to the Owner.

4. The existing building shall be maintained weathertight at all times.

5. Where the Owner's's security system is breached by negligence of the Contractor, the Contractor shall be responsible for any damage or for theft of the owner's property, regardless if the area where damage or theft occurred is under his control or not.

6. Protect by bracing or shoring the Work and its parts from movement and damage until elements are securely anchored and braced to permanent structure and cannot be damaged.

7. Restrict access by placing barricades or posting guards to unauthorized personnel to areas of the Work being temporarily shored. Unauthorized personnel shall mean the public and anyone not directly concerned with the execution, supervision or inspection of the shoring.

8. Protection of Off-Site Structures, Surfaces and Trees: The Contractor shall accept all cost and responsibility for any injury or damage to the existing structures, surfaces and trees on the Owner's property which may be caused by his workforce and his material suppliers.

24. SHOP INSPECTION

1. When any work is being executed off premises, The Consultant shall be notified in reasonable time when and where such work will be ready for review so that if desired, reviews can take place from time to time before delivery. Approvals given because of visual reviews shall not relieve the Contractor of his/her responsibility to ensure the work is in complete accordance with the documents.

25. DISSIMILAR METALS AND METAL CONTACT

1. Insulate metals where necessary to prevent electrolytic action and corrosion due to contact between dissimilar metals, and between metals and masonry, concrete or gypsum board. Use Bituminous paint, butyl tape, building paper or other approved means. Use bituminous paint only on aluminum surfaces.

26. MANUFACTURERS INSTRUCTIONS

1. Unless otherwise indicated in the specifications, install or erect Products in accordance with manufacturer's instructions. Do not rely on labels or enclosures provided with Products. Obtain written instructions directly from manufacturers.

2. Notify the Consultant in writing, of conflicts between the specifications and manufacturer's instructions, so that the Consultant may establish a course of action.

3. Improper installation or erection of Products, due to failure in complying with these requirements, authorizes the Consultant to require removal and re-installation at no increase in Contract Price.

27. ALLOWANCE FOR DEFLECTION

1. Make allowance for deflection of the structure or other components above.

28. CONTRACT ADMINISTRATION

1. This project will be administered through the Consultant using the NEWFORMA software system. The Contractor is required to use this internet based software for ALL project communications, RFIs, quotations, project schedule, shop drawing log, change log, etc., including all administrative forms as outlined in Section 01 80 00 and construction schedules as outlined in Section 01 33 00. All shop drawings, interference drawings and as-built drawings shall be submitted electronically through the Newforma Info Exchange in PDF format. Submittals will not be deemed as received unless delivered through Newforma Info Exchange.

   Utilization of this system does not require the purchase or download of the Newforma software. The Consultant will send an email notification which will automatically provide online access to the Newforma Info Exchange specific to this project.

29. SAFETY & SECURITY:

1. The Contractor shall understand and ensure that all Trades understand that occupant safety is the first priority in all instances.

2. The building shall remain secure from intrusion at all times. Buildings which have a surveillance system shall have the surveillance system operational at all times. In such cases where the surveillance system must be shut down by the Contractor to effect repairs or other alterations of any description the Contractor shall be responsible to protect the premises outside the building's normal hours of operation.

3. All personal injury incidents and property damage, no matter how minor, which occur on the Owner's property, shall be reported immediately to the owner's representative.

30. OCCUPIED FACILITY / SURROUNDING SITE:

1. The Contractor shall organize his work at the building in cooperation with the facility manager, through the Owner's Representative, so that the daily operations of the surrounding site and Mulock Park are not disrupted. The Contractor shall include in the tender price, all costs required facilitate construction so that it does not interfere with normal operations during the park construction or normal operations of the park if it is opened to the public prior to Mulock House occupancy.

3. Take reasonable measures for the control of noise and dust during operational hours of

the surrounding facilities.

4. Prevent excessive noises which will be disturbing to building operation. Machine tools which are set up in fixed locations shall be so located as to minimize noise and suitable sound deflectors shall be used if directed by the Consultant. Air compressors and pneumatic hammers shall be used only with the express authorization of the Consultant at times as directed. Gasoline welding machines or gasoline driven compressors shall not be used. The Contractor may be requested from time to time to suspend noisy or otherwise objectionable operations during certain functions, should such operations cause undue interference with the said functions. The Contractor will be expected to extend the fullest co-operation and courtesy in such cases. Advance notice will be provided.

End of Section 01 01 00