



Halifax Regional  
School Board

# TENDER #3748

## Stone Cladding Replacement HALIFAX WEST HIGH SCHOOL

Closing Date: *THURSDAY, MAY 28<sup>TH</sup>, 2015*  
Closing/Opening Time: *2:00:00 P.M.*

**Closing Location:**

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S. B3B 1X7

**HRSB Contacts:**

Deborah Beck, Buyer

Tel: (902) 464-2000 #2011

Fax: (902) 464-0161

Dan Sheehan

Tel: (902) 464-2000 #5118

**School Location:**

**HALIFAX WEST HIGH SCHOOL, 283 Thomas  
Raddall Drive, Halifax NS**

**A mandatory bidders' site meeting is scheduled for *TUESDAY, MAY 19TH, 9:30 A.M.*  
*AT HALIFAX WEST MAIN ENTRANCE.***

**To obtain documents:**

**Download tender documents in .pdf format from the School Board's**

**Website: <http://www.hrsb.ca/about-hrsb/financial-services/purchasing/tenders/tender-listing>**

*The Halifax Regional School Board encourages equity and affirmative action programs.*

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## **NOTICE – CEASATION OF PUBLIC TENDER OPENINGS**

As of April 1, 2014 Public tender openings are no longer held for any tenders relating to goods, services or construction for HRSB. A list of bidders and bid amounts will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) shortly following the closing of the tender. All bid submissions are subject to evaluation after opening and before award of contract. The winning bidder and award amount will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after evaluation.

1.0 **GENERAL**

The Halifax Regional School Board is seeking bids from qualified suppliers/contractors for ***STONE CLADDING REPLACEMENT at HALIFAX WEST as per the plans and specifications prepared by ARCHITECTURE49.***

1.1 **INSTRUCTIONS TO BIDDERS**

**TENDER  
SUBMISSION:**

- (a) Sealed Bids will be received by:

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S.  
B3B 1X7

Until ***2:00:00 P.M., THURSDAY, MAY 28<sup>TH</sup>, 2015***, (as verified by the phone clock on the Reception desk at 33 Spectacle Lake Drive) for the following projects:

***TENDER #3748 STONE CLADDING REPLACEMENT – HALIFAX WEST HIGH SCHOOL***

***Should the School Board Office be closed for any reason the tender closing will be postponed to the next business day.***

- (b) Submit one copy of the original tender on the enclosed tender form. Each item on the form must be completed unless noted otherwise. Bids must be signed by an authorized representative of the Suppliers/Contractors. Incomplete bids will be rejected. Bids must be submitted on or before the advertised time and date in a sealed envelope clearly marked:

***TENDER #3748 STONE CLADDING REPLACEMENT – HALIFAX WEST HIGH SCHOOL***

- (c) It is the responsibility of the bidder to ensure their submissions are received on time. Faxed bids will not be accepted.

- (d) Addenda must be issued by the Board no less than three (3) business days before tender closing. Addenda cover letters shall be signed and attached to the tender documents.

1.2 **CONDITIONS OF TENDER**

- (a) No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- (b) Any changes to this tender or specifications shall be stated by the Board in writing. All correspondence, inquiries, instructions, etc. in connection with the work shall be made through the office of the Halifax Regional School Board, c/o Manager of Accounting & Purchasing or representative.
- (c) Tender price must include freight, duty, and all taxes, rates and charges, which are applicable at the time the contract is awarded. It is the responsibility of the bidder to find out from the appropriate authorities what taxes, rates and charges are applicable to this tender.
- (d) The Contractor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, 2005. They shall pay all fees for these permits. Sub-trades are responsible for obtaining permits and following regulations as they affect their work.
- (e) Invoices shall be submitted to: Halifax Regional School Board  
c/o Operations Services Coordinator-Maintenance  
33 Spectacle Lake Drive,  
Dartmouth, NS B3B 1X7

Contact information to be supplied to the successful bidder as part of the award confirmation.

Payment: Payment terms will be considered as Net 30 days from date of invoice.

- (f) Bidders or their employees must not be employees of the Halifax Regional School Board.
- (g) The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- (h) Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- (i) When applicable, a bidder shall list, in the space provided in Section 3.3, the names of the sub-contractors they propose to use with each sub-contractor's tender price. A change in sub-contractors from this list will require permission in writing from the Board.
- (j) Except as the specifications may be modified by Addenda, the successful

contractor will be held to furnish under this tender all work as specified.

- (k) The contractor shall save, defend, and indemnify the Halifax Regional School Board against all costs which the School Board may sustain or incur by reason of any act or omission of the contractor or its' agents or sub-contractors.
- (l) Property loss and/or damage that occurs during the course of work or caused by negligence on the contractors part during the course of the work shall be reported by HRSB Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRSB property. HRSB and/or its insurer reserve the right to assign management of restoration to the adjuster. The contractor shall be responsible for all costs to repair or replace any School Board property, which has been damaged, defaced or stolen during the course of work.
- (m) The term of the contract will be from date of award to ***JULY 31, 2015.***
- (n) Where the Tender Documents stipulate a particular product, written requests for substitutes will be considered by the Board up to five (5) business days prior to the tender closing date. Such requests shall be accompanied by complete descriptive and technical information including MSDS so that a proper evaluation can be made.

When a request for approval of a product is made, the Board may grant approval and will attempt to issue an Addendum to this effect to known bidders. However, HRSB assumes no liability for the delivery of electronic transmissions.

All products used in the course of this work are to be used, stored, and maintained as per the instructions written on the MSDS sheet.

- (o) Time and Material costs must be provided as listed in Section 3.6
- (p) Unique Logistics  
Completely describe how your Tender will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.
- (q) HRSB Discretion  
The Bidder hereby acknowledges that:
  - a) HRSB shall have the right to reject any or all Tenders for any reason, or to accept any tender which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Tender will not necessarily be accepted and HRSB shall have the unrestricted right to:
    - i) accept any Tender, and in the event it only receives informal, non-conforming or qualified Tenders with respect to this Tender, accept any such Tender; or

- ii) Accept a Tender that is not the lowest price;
  - iii) Reject a Tender that is the lowest price even if it is the only tender received;
  - iv) Reject any Tender that contains any irregularities, informalities, conditions or qualifications;
  - v) Reject any Tender that is not accompanied by the required tender security documents;
  - vi) Reject any Tender that is not properly signed by or on behalf of the Bidder;
  - vii) Reject any Tender that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
  - viii) Reject any Tender that is incomplete or ambiguous; or
  - ix) Reject any Tender that does not strictly comply with other requirements contained in these instructions.
- b) HRSB reserves the right to consider, during the evaluation of Tenders:
- i) Information provided in the Tender itself;
  - ii) Information received in response to enquiries of credit and industry references set out in the Tender;
  - iii) The manner in which the Bidder provides services to others;
  - iv) The experience and qualification of the Bidder;
  - v) The compliance of the Bidder to HRSB's requirements and specifications;
  - vi) Such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,
  - vii) Splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
  - viii) Rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties; and
  - ix) Any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and
- d) HRSB shall not at any time have any obligation to deal exclusively with the Bidder. HRSB expressly reserves its rights, in its sole discretion, to seek a Tender regarding the subject matter hereof, from any person whomsoever

and at any time.

(r) **Limitation of Liability**

Bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Tender, in participating in this tender process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

(s) **Construction Contract Guidelines**

The Halifax Regional School Board acknowledges and complies with the **Nova Scotia Transportation and Public Works Construction Contract Guidelines.**

1.3 **OTHER REQUIREMENTS**

- (a) The bidder must provide with the submitted tender document a certificate indicating the completion of the Nova Scotia Construction Safety Association's Construction Safety Program or other WCB approved safety audit company that jointly sign the Certificate of Recognition with the WCB.
- (b) The bidder must provide with the submitted tender document a letter showing they are in good standing with the Worker's Compensation Board.
- (c) The bidder must provide with the submitted tender document a tentative schedule indicating timelines for completion of works. **Upon award of work, the successful bidder shall provide within three (3) business days a schedule clearly indicating timelines for completion of all aspects of the project. Shop drawings/samples must be returned to HRSB for Consultant's review within five (5) days upon award.**
- (d) The bidder must provide with the submitted tender document, an insurance certificate showing **HRSB as "ADDITIONAL INSURED"** with proof of:
- (i) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractors liability, attached machinery extensions, endorsement, independent contractor, for a combined single limit of no less than **\$5,000,000** per occurrence; Builder's Risk Insurance in the amount of the Contract Price.
  - (ii) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of **\$2,000,000** per occurrence; and
  - (iii) It is also agreed that the above insurance coverage is primary.

Upon award, the bidder shall secure and maintain the insurance as noted above at its expense during the term of the contract.

The Halifax Regional School Board must be named as additional named insurance

pertaining to the work for this project. Furthermore, Halifax Regional School Board must receive at least thirty (30) days' notice of cancellation or modification of the above insurance. Bidders shall at all times keep in force insurance as may be required.

(e) **BID SECURITY**

The bidder **MUST** provide with the submitted tender document **Bid Security** in the amount of **ten percent (10%) of the Contract Price** (before HST) in the form of a Certified Cheque, Irrevocable Standby Letter of Credit or Bid Bond payable to, or naming the Halifax Regional School Board.

**BID BONDS *must be provided by a surety company licensed to issue surety bonds in the Province of Nova Scotia:***

- Provide bond on the standard CCDC Bid Bond Form, latest version, in the amount of not less than **ten percent (10%) of the Contract Price (before HST)**.
- Bid Bonds, submitted by the general contractor bidder, signed and sealed by the principal (Contractor) and Surety and shall be with an established Surety Company satisfactory to and approved by the Halifax Regional School Board.
- Where a Bid Bond is used as Bid Security, include the cost of providing the Bid Bond in the Tender Contract price.

Where **CERTIFIED CHEQUE or BANK DRAFT** is provided as bid security:

- Provide a certified cheque or bank draft, endorsed in the name of the Halifax Regional School Board, for a **sum not less than ten percent (10%) of the amount of the Contract Price (before HST)**.
- Where certified cheque or bank draft is used as Bid Security, include the cost in the Contract price.

Where the **IRREVOCABLE STANDBY LETTER OF CREDIT** is used as bid security:

- Provide an Irrevocable Standby Letter, endorsed in the name of the Halifax Regional School Board, for a sum not less than **ten percent (10%) of the Contract Price (before HST)**.
- The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Custom and Practices for Documentary Credit (1993 revision or latest revision) International Chamber of Commerce (Publication No. 500).
- Where Irrevocable Standby Letter of Credit is used as bid security, include the cost in the Tender Contract Price.

**RETURN OF BID SECURITY:**

- The bid security of the unsuccessful bidders will be returned to them after the contract has been signed, or previous to such time, at the discretion of the Halifax Regional School Board. The above shall apply provided a contract is awarded within sixty (60) days from the closing date of the bid. If no contract is awarded, all bid security will be returned.



(f) **CONTRACT SECURITY (ONLY REQUIRED FOR BIDS OVER \$100,000)**

For bids over \$100,000 bidders must provide **Contract Security by a surety company licensed to issue surety bonds in the Province of Nova Scotia** in the form of one of the following:

- Letter of Surety.
- Performance Bond and a Labour and Material Payment Bond OR
- Certified Cheque or Bank Draft OR Irrevocable Letter of Credit bearing the bidder's original signature, payable to or naming the Halifax Regional School Board as insured.

Bidder shall maintain performance assurance in force for a period of not less than twelve (12) months after the issue of the substantial performance certificate certified by Halifax Regional School Board and until completion of the contract.

Should it become apparent that the final cost of the project will **exceed the total amount payable by more than 10%**, the bidder shall arrange to have their bonds reissued based on the projected final cost.

Where a **LETTER OF SURETY** was used as **CONTRACT SECURITY**:

- Within ten (10) days after notification of award of the Contract, provide a Performance Bond and a Labour & Material Payment Bonds each in an amount **equal to fifty percent (50%) of the Contract Price (before HST)**, naming the Halifax Regional School Board.
- Performance Bond and Labour and Material Payment Bonds, submitted by the bidders, shall be provided at the expense of the bidder and shall be with an established Surety Company satisfactory to and approved by the Halifax Regional School Board.
- Include the cost of providing the Performance Bond and Labour and Material bond in the Contract price.

Where a **CERTIFIED CHEQUE OR BANK DRAFT** is used as **CONTRACT SECURITY**:

- The Certified Cheque or Bank Draft submitted during the bid period will be cashed and the amount retained by the Halifax Regional School Board shall serve as Performance Assurance, including the payment of all obligations arising under the Contract.
- The Certified Cheque or Bank Draft will be held in lieu of the Performance Bond and Labour and Material Bonds, providing that, at Contract award, the successful Bidder shall supplement their Certified Cheque or Bank Draft to maintain an amount of **twenty (20%) of the Contract price** (before HST) under the contract.
- The amount remaining will be returned without interest after a period of not less than twelve (12) months after the issue of the substantial performance certificate

certified by the Halifax Regional School Board and shall serve as performance assurance until completion of the contract.

- Where certified cheque or bank draft is used as Performance Assurance, include the cost of providing the certified cheque in the Contract price.

Where **an IRREVOCABLE STANDBY LETTER OF CREDIT** is used as **CONTRACT SECURITY**:

- The Irrevocable Standby Letter of Credit for a sum not less than **ten percent (10%) of the Contract price (before HST)** submitted during the bid period will be retained by the Halifax Regional School Board and shall serve as performance assurance, including the payment of all obligations arising under the contract. The irrevocable standby letter of credit shall be issued by a certified financial institution subject to the Uniform Customs and Practices for Documentary Credit (1993 revision) International Chamber of Commerce (Publication No. 500).
  - Where irrevocable standby letter of credit is used as Performance Assurance, include the cost of providing and Irrevocable Standby Letter of Credit in the Contract Price. The contractor shall provide to the Halifax Regional School Board documentation throughout the duration of the contract that the irrevocable standby letter of credit remains in full effect at all times as specified.
  - Upon expiry of the Irrevocable Standby Letter of Credit, a separate Irrevocable Standby Letter of Credit shall be provided for work requiring extended warranties for such amounts as are required by the contract.
- (g) The bidder must provide with the submitted tender document a completed copy of Appendix “E” Safety Plan information sheet. The contractor prior to commencement of work must have a safety plan in place for use by the contractor personnel regarding potential hazards and work practices specific to the site.
- (h) ***HRSB is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a MANDATORY HRSB REQUIREMENT that contractors assign the work to employees and/or sub-contractors who DO NOT have a CRIMINAL RECORD and who ARE NOT LISTED ON THE CHILD ABUSE REGISTRY. By checking the “Agreed” box at the bottom of clause 3.4 below you are confirming that you understand and will abide by this mandatory HRSB requirement. Failure to comply with this requirement may result in immediate contract termination.***
- (i) Contractors must submit warranty information with the tender bid submission and successful bidders must submit all appropriate warranty documents with final payment invoice.
- (j) Bidders are advised that, as per the Halifax Regional School Board Tobacco Free Schools and Workplace Policy, the HRSB endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that no person shall smoke in schools, school board

offices or on school grounds.

#### 1.4 **AMENDMENTS OR WITHDRAWAL OF TENDER PRIOR TO BID CLOSING**

- (a) Tender may be amended or withdrawn **by post or facsimile (902) 464-0161** PRIOR to Tender Closing date and time.
- (b) Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an amendment or withdrawal and the title of the Tender. Sign and seal as required for tender, and submit at address listed under closing location on the cover of this document.

#### 1.5 **THE CONTRACT**

##### **1.5.1 Binding Effect of Proposal and Contract Finalization**

The Bidder hereby acknowledges that its Tender constitutes a contract with HRSB, and the terms and conditions of this Tender and the bidder response (with the Tender taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) Written notice from HRSB that the Bidder's Tender is rejected as unsatisfactory; or
- b) Issuance by HRSB of its PO to the Bidder with respect to this Tender, pursuant to Section 1.2(p), and upon such issuance, the Bidder shall be regarded as the Contractor hereunder; or
- c) Execution of the Contract by both HRSB and the Bidder pursuant to Section 1.2(p); or
- d) Written notice from HRSB that it has entered a Contract with a Contractor and that the Bidder has been unsuccessful under this Tender.

##### **1.5.2 Contract Documents**

1.5.2.1 The attached form of contract (Schedule A) is a version that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this Tender. It is NOT TO BE executed and returned by the bidder as part of its (proposal or Tender response).

1.5.2.2 After the contract has been awarded and signed, the contractor will be contacted by the appropriate Regional Manager to attend a site visit to complete Appendix D of the contract – 'Undertaking to Comply and Contractors Safety Checklist' prior to the commencement of any work.

1.5.2.3 The Contract the Contractor will have with the HRSB, if awarded, will include:

- a) Such further documentation as may be negotiated and executed by the HRSB and the Contractor pursuant to Section 1.2(p); and

- b) This Tender and all of its Schedules, including without limitation any PO issued by HRSB to the Contractor, and any revisions, amendments or additional documents made thereto, if any; and
- c) The Tender, in its entirety and all promises made in the tender will be deemed covenants in the Contract and all information, representations and warranties made in the Tender will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRSB of any additional or formal documents prepared by the HRSB.

1.5.2.4 For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5.1, and the Tender, this Tender and such documentation shall take precedence over the Bidder response.

## **1.6 Your Contractual Terms**

- 1.6.1 List separately any contractual terms which must be included as part of the Contract if awarded to you and which would be a condition to HRSB's acceptance of your bid.
- 1.6.2 List separately any contractual terms which you would like the HRSB to consider but which would not be a condition to the acceptance by the HRSB of your bid and which would only be part of the Contract with the HRSB with the specific further agreement of the HRSB.

## **2.0 SCOPE OF WORK**

- (a) Location:

**HALIFAX WEST HIGH SCHOOL – STONE CLADDING REPLACEMENT** as per drawings and specifications prepared by **ARCHITECTURE49**.

- (b) School/Work site access control: **Contractor’s employees shall always report to the main office of a school or security officer, indicate who they are and state their purpose on site prior to starting any work in the school.** Contractor is not permitted to work on the school site without HRSB assigned representative on site unless authorized by HRSB Manager of Operations.

The outside work area shall be appropriately demarked and/or surrounded by a barrier to prevent unauthorized entry to the work area. All workers shall contain their activity to the work site area. The contractor shall only use the school staff designated washroom and lunchroom facilities. Access to the school shall only be allowed as planned in coordination with HRSB Operations and the school administration.

The contractor and sub-contractor employees shall maintain professional and courteous behaviour, including work and communications practices, at all times on the project site. Communications and work shall be conducted so as to minimize the effect on regular school occupants and their activities.

- (c) Project/Safety Coordination: The contractor shall provide to HRSB within one week of award of contract a fixed schedule for all aspects of completion of work. The safety plan outline provided with this document must be posted on site during the execution of work and will be accessible to all workers on the site.

Where applicable, a **hot work permit** will be required to be completed prior to commencement of work and all conditions of the permit must be maintained until completion of hot work. A copy of the hot work permit signed by the contractor representative shall be provided to HRSB upon completion of each hot work session. Contractor must assign a designated fire watch as noted on the permit document who shall remain on site for three hours after completion of each hot work session.

The contractor will provide access to the work site and safety plan for inspection by HRSB Operations Services administration, HRSB health and safety Manager, consultants, regulatory inspectors as may occur throughout the duration of the project.

All necessary project coordination communications between project personnel and HRSB or site administration shall be from the project foreman/supervisor through the school principal and/or the Manager of Operations.

- (d) Hours of work - All work shall be carried out during **regular working hours** unless otherwise indicated in writing by the Manager of Operations Services or a designate. Hours of work shall comply with local ordinances and bylaws for each site.

- (e) **Site Material Control:** The contractor shall be responsible for storage of all materials required to complete the renovation. The school shall not be used for storage of materials unless otherwise approved by the principal and manager of Operations Services. Any requirement for modifications to the building in order to allow delivery and installation of the new equipment is the responsibility of the contractor.

The contractor is responsible for security of all project materials and access to the project site and/or the school through the project site at all times until completion of work and acceptance of the finished project by HRSB. Such additional security costs for security personnel or other means of security as deemed necessary by the contractor will be the sole responsibility of the contractor.

The contractor shall keep the work site free from accumulated debris caused by the employees or work and shall remove all debris at the end of each work shift. Debris shall not be deposited in HRSB controlled garbage and/or recycling containers.

All waste materials and debris created during demolition and/or construction shall be disposed of in a dumpster provided by the contractor, to be removed at the end of the construction project, using a methodology that is in compliance with the applicable HRM solid waste by laws. Otherwise, the material must be removed and disposed of off site at the end of each working day. The waste materials may not be stored on site unless they are held in an approved project dumpster.

All temporary structures such as portable washroom facilities, materials storage trailer, work trailer, debris dumpster, vehicles, etc., shall be located a minimum of (25) twenty-five feet from the school building.

- (f) 1 Contractor is advised that the building maybe occupied when work on this project takes place. Contractor to verify all areas of construction are secured and air tight partitioned to ensure that the health and safety of the students and staff are maintained during the construction period.

**2 Temporary Construction Utilities & Closures:**

Contractor to erect and maintain 'dust-tight' barriers as noted. Prior to start-up, the 'dust-tight' separations must be in place as noted and reviewed by HRSB Project Manager and the Consultant. 'Dust-tight' enclosure will be reviewed during the course of construction. Contractor must maintain the current lighting levels, heating and ventilation standards in place.

**3 Interior Closures and Construction Areas:**

3.1 For interior/interior locations provide the following:

3.1.1 Gypsum board both sides to 9'-4", AFF.

3.1.2 3 5/8 metal stud at 16" o.c., extend every 4<sup>th</sup> stud to underside of OWSJ.

3.1.3 Provide 10ml poly from top of gypsum board to u/s deck, sealed at the top of the wall to underside of deck.

3.1.4 Provide negative pressure within the construction space exhausted to the exterior.

3.2 Tarps are not to be used in lieu of the described closures.

- 3.3 Construction Access & Storage:
  - 3.3.1 Proper access to the area and storage of materials to be provided by the owner.
  - 3.3.2 Location to be determined by Project Manager on site.
- 3.4 Provide and maintain Stone Cladding Replacement equipment during performance of the work as required by insurance companies, authorities having jurisdiction and governing codes, regulations and by-laws. Ensure no access is blocked for this purpose.
- 3.5 Contractor to coordinate a staging area for the Subcontractors for equipment, tools and material storage. Locate trailers and/or lockable waterproof sheds on site as per HRSB Project Manager's instructions.
- 3.6 Provide sanitary facilities in accordance with local authority having jurisdiction.

#### **4 Indoor Environmental Protection:**

- 4.1 There are several sources of potential contamination during a construction/renovation project. These include:
  - 4.1.1 Demolition Activities:
    - 4.1.1.1 Demolition activities release dust and fibrous materials into the air. Asbestos control is essential. Insulation in ceilings and walls, and ceiling tile all have a high fiber content that may produce substantial fibrous materials during demolition. Total suspended particulate levels may be very high with a significant portion of the total being of the respirable particle sizes.
- 4.2 Construction:
  - 4.2.1 Construction introduces additional dust and fibrous materials. Many construction materials used today emit a range of volatile organic compounds, especially formaldehyde. All glues, vapours, and gases rise from solvents used to prepare surfaces for bonding, and emissions from welding and soldering can introduce a range of metals into the air.
- 4.3 Finish Work and Materials:
  - 4.3.1 Final finishing and decorating of the renovated spaces can introduce strong odours and more VOCs. Solvents, paints and varnishes, and adhesives and other glues all add to the accumulation of these irritating compounds.
- 4.4 The Contractor shall ensure site clean-up is carried out at the end of each working day. This includes partially used containers of solvents, paints, caulking, adhesives, and ensuring that these are removed from the site. All construction debris shall be removed from the site at the end of each day, either to an approved dumpster outside the building, or removed completely from the property.

#### **5 Preparation:**

- 5.1 Inspect perimeter partitions of the construction area, above the ceiling and seal all penetrations above and below the ceiling. Carefully remove the minimum number of ceiling tiles necessary to perform the inspection and the work of sealing the partitions. HEPA vacuum above remaining ceiling tiles and grid and above existing ductwork to remove loose dust prior to removal.
- 5.2 Install new temporary 'dust tight' walls and include details of the plans for location.

- 5.3 Seal all doors leading to construction areas.
- 5.4 Any existing perimeter partitions of the construction area that do not extend to the underside of deck, Contractor to extend to ensure dust-free light area between the construction area and the remainder of the school.
- 5.5 Before any construction begins, doors between the rooms where work is being carried out and the adjacent corridor must be carefully sealed. Seal the doors completely at top, bottom, and sides. All vents, ducts, openings, etc. to be sealed. Do periodic inspections to ensure seals remain tight. Provide written information to the Project Manager.
- 5.6 Negative Pressure: Implement a system that extracts air directly from the work area, and discharges this air directly outside the work area to the outside of the building. All exhausted air is to pass through a HEPA filtering system before discharge to exterior. Place negative air pressure units in the area to be constructed in order to maintain a continuous negative pressure within the construction space. The construction area **MUST** be kept at a negative pressure relative to the occupied spaces.

## **6 During Construction:**

- 6.1 Erect impermeable dust barriers to completely seal off the work area from adjacent areas.
- 6.2 Dust barriers are to be maintained and remain in place until work is completed and the facility representative has approved removal. Any damage to barriers must be repaired as soon as possible.
- 6.3 **Contractors will be held responsible for any damage, dirt or dust migration beyond the construction enclosure and all cleaning cost to rectify same will be borne by the General Contractor.**
- 6.4 Post signs on the doors indicating that there is to be absolutely no unauthorized entrance or exit through the sealed-off areas except for fire or security reasons. Ensure that the construction crew and others comply with these restrictions.
- 6.5 Clean the construction area daily.
- 6.6 Dirty or dusty footprints outside the construction area that have been left behind by people who were in the construction area are to be promptly cleaned.
- 6.7 Use water mist and commercial dust suppressing products, approved by the Owner, to control dust. Execute work by methods to minimize raising dust from construction operations.
- 6.8 In the event equipment or materials cannot be removed from the construction area, use drop sheets to cover these items.
- 6.9 Debris transported from the second floor will be by the exterior in all cases possible. Contractor to provide sealed chute to covered bins below.
- 6.10 Failure to provide adequate dust control will result in the contractor bearing the cost of any clean up, repair or replacement deemed necessary as a result of dust generated from the project.
- 6.11 Ensure that windows, doors, penetrations, electrical outlets and intake and exhaust vents are properly sealed with plastic and taped within work area.
- 6.12 For exterior work adjacent to windows in an existing facility, test window openings for air tightness and seal windows that leak.



- 6.13 Verify that all fresh air intakes facing construction operation are shut down, and sealed not to allow dust or debris intake.
- 6.14 Ventilation:
  - 6.14.1 Seal duct openings in work are until completed.
  - 6.14.2 Maintain negative pressure between work area and adjacent occupied areas by using portable ventilation equipment.
  - 6.14.3 Verify that air is exhausted directly outside and away from intake vents, or filtered through a HEPA filter before being recirculated. Where odour is a concern, ensure an approved air scrubbing material is utilized.
  - 6.14.4 The main building's air handling system shall be disconnected from use in areas of construction. This will require sealing of existing duct work on both the supply and return air systems.
- 6.15 Remedial Measures:
  - 6.15.1 Water leaks and flooding shall be reported immediately to the Project Manager.
  - 6.15.2 Detected water damage must be thoroughly investigated in consultation with the Project Manager. A plan of action will then be implemented as approved by the Project Manager.
  - 6.15.3 All investigations, removal and abatement procedures shall be conducted in a manner that does not promote dispersal of dust and spores.
- 6.16 Cleaning During Progress of Work:
  - 6.16.1 Clean work area with HEPA filter-equipped vacuums and wet mops, or both, at end of each work shift and as necessary.
  - 6.16.2 Ensure ventilation system is functioning properly and is cleaned if contaminated by soil or dust after work is complete.

## **7 After Construction:**

- 7.1 Clean work area with HEPA filter equipped vacuums and wet mop.
- 7.2 Ensure air vents and ductwork are cleaned and seals removed.
- 7.3 If required, Contractor to conduct final indoor air quality test. Submit test results to the HRSB Project Manager.

## **8 Cutting and Patching**

- 8.1 Provide openings larger than 8" in diameter in non-structural elements of Work for penetrations of structural, mechanical and electrical Work. Openings smaller than 8" diameter will be provided by the Sub-trades requiring same.
- 8.2 When floor cutting is required, Contractor to confirm there are no under-floor electrical or junction boxes. Contractor must utilize a electrically power operated floor saw.
- 8.3 Fit work airtight to pipes, sleeves, ducts, conduit, and after penetrations through surfaces.
- 8.4 At penetration of fire rated wall, ceiling, or floor construction, completely seal voids with approved fire-stopping and smoke sealing materials, full thickness of the construction element, as required to maintain the required fire resistance and smoke spread rating.
- 8.5 Refinish surfaces to match adjacent finishes: For continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit.
- 8.6 Conceal pipes, ducts and wiring in floor, wall and ceiling construction of finished areas except where indicated otherwise.

## **9 Progressive Cleanliness & Restoration of Damage**

- 9.1 Maintain Work daily in tidy condition, free from accumulation of waste products and debris. Remove waste material and debris from site at end of each working day, and dispose of off-site. Ensure permits are obtained from authorities having jurisdiction for disposal of waste and debris.
- 9.2 Provide on-site containers for collection of waste materials and debris, and provide clearly marked separate bins for recycling.

## **10 Close Out Procedures:**

- 10.1 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:
  - 10.1.1 Washing exterior paved surfaces disturbed under this contract.
  - 10.1.2 Cleaning and polishing of glass and finish metals, interior of areas noted.
  - 10.1.3 Cleaning of hardware, mechanical fixtures, lighting fixtures, cover plates and equipment, including polishing of their finish metal, porcelain, vitreous and glass components.
  - 10.4.4 Removing of visible manufacturer's labels left on materials, components and equipment.
  - 10.5.5 Cleaning of new flooring and of all other flooring disturbed under this contract.

### **10.2 Maintenance materials:**

- 10.2.1 Maintenance materials provided shall be new, not damaged or defective, and of the same quality and manufacture as products provided in the work. If requested, furnish evidence as to type, source and quality of products provided.
- 10.2.2 Provide 3% of all hard tile, floor and walls and 4 liters of each paint colour specified.

### **10.3 Testing Balancing and Adjusting**

Provide testing and ensure agency is a current member of AABC certified to perform services.

### **10.4 Demonstration of systems and equipment**

Provide complete demonstration of all systems and equipment in the presence of the Owner and maintenance representations at the following times:

### **10.5 Submittals**

- 10.5.1 Provide with application for substantial completion certificate.
  - 10.5.1.1 Certificate of final inspection report from electrical utility or inspection.
  - 10.5.1.2 Other reports required or specified.
  - 10.5.1.3 Maintenance manuals and operating instructions.
- 10.5.2 Submit with application for release of final payment:
  - 10.5.2.1 Final project record drawings including shop drawings.
  - 10.5.2.2 Performance bonds which shall remain in effect for one year after takeover date.

- 10.5.2.3 Completed Liability Insurance Policy extended for one year over date.
- 10.5.2.4 Written guarantee covering all workmanship and materials used in the work.
- 10.5.2.5 Certificate from Worker's Compensation Board.
- 10.5.2.6 Maintenance Bonds as specified.
- 10.5.2.7 Maintenance Manual.
- 10.5.2.8 Spare parts and maintenance materials and list.
- 10.5.2.9 Extended warranties.

**10.6 Substantial performance and final inspection procedures:**

10.6.1 Provide:

An inspection of the work, identify deficiencies and defects; repair as required. Notify the consultants in writing and request Substantial Performance Final Inspection.

10.6.2 Present at the Substantial Performance Inspection will be:

10.6.2.1 The consultants and his sub-consultants that he requires and notifies.

10.6.2.2 The Owner and his consultants upon notification by the design builder.

10.6.2.3 The design builder and such sub-contractors that he considers are required.

10.6.3 The Contractor will compile a Substantial Performance deficiency list at this inspection and issue it to the Owner and his consultants.

10.6.4 Upon the Owner's completion of the deficiencies, the design builder shall submit an application for final payment and a certificate for payment will be issued by the consultant to the Board.

**10.7 Substantial performance:**

10.7.1 The owner will issue a Certificate of Substantial Performance when satisfied outstanding deficiencies noted during inspections prior to the Substantial Performance inspection have been corrected, and the work is substantially performed.

10.7.2 The owner reserves the right to occupy and use portions of the building(s), whether partially or entirely completed, or whether completed on schedule or not, provided such occupancy does not interfere with the Design Builders continuing work. Partial occupancy or installation by the Owner of his equipment shall not imply acceptance of Substantial Performance, in whole or in part, nor shall it imply acknowledgement that terms of the agreement are fulfilled.

10.7.3 The Certificate of Substantial Performance will be attached to the list of remaining deficiencies to be rectified before final acceptance.

10.7.4 Make submissions specified in this section.

**10.8 Completion certificate:**

- 10.8.1 The owner will issue a Certificate of Performance when he is satisfied that outstanding deficiencies noted during inspections have been corrected and the work is complete.
- 10.8.2 A list of remaining deficiencies to be rectified before final acceptance will be attached to the completion certificate.
- 10.8.3 Make submissions specified in this section.

**10.9 Warranties:**

- 10.9.1 Establishment of warranties:
  - 10.9.1.1 Warranties shall commence on date of approval of the Substantial Performance Certificate.
- 10.9.2 Warranty period:
  - 10.9.2.1 The Owner will notify the design builder of defects observed during warranty period and request him to remedy the defects in accordance with the contract documents.
  - 10.9.2.2 Thirty days before the expiration of warranties, the Owner and the design builder will inspect the work as arranged by the design builder noting defects of products and workmanship.
  - 10.9.2.3 The designer builder shall immediately remedy such noted defects.

## 2.1 **SITE VISITS**

- (a) Bidders will be deemed to have familiarized themselves with existing site and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.
- (b) **A mandatory bidder's site meeting is scheduled as per the directions on the cover sheet of this document.**

## 3.0 **FORM OF TENDER - BIDDER DECLARES**

- (a) That this tender was made without collusion or fraud.
- (b) That the proposed work was carefully examined.
- (c) That the bidder is familiar with local conditions.
- (d) That contract documents and attachments were carefully examined.
- (e) That all the above were taken into consideration in preparation of this tender.

## 3.1 **BIDDER AGREES**

- (a) To enter into a contract to supply all labour, material and equipment and to do all work necessary to complete the Work as described and specified herein for the prices as per the Form of tender, Schedule of Prices, Article 3.5.
- (b) That this tender is valid for acceptance for 60 days from the time of tender Closing.
- (c) That failure to enter into a formal contract and give specified documents within time required will constitute grounds for forfeiture of this agreement.
- (d) That if Certified Cheque or bid bond is forfeited, the Owner will retain difference in money between amount of tender and amount for which owner legally contracts with another party to perform the work and will refund balance, if any, to bidder.
- (e) I/WE certify that the company listed herein is in good standing with the City of Halifax Tax Collector and all Municipal, Provincial and Federal Tax Agencies. Failure to complete this certification and maintain this status will be cause for rejection of your tender and/or cancellation of any contractual undertaking with the Board. We further agree with and accept the terms set out in this tender document.

**CONTRACTOR INFORMATION SHEET**

***TENDER #3748  
STONE CLADDING REPLACEMENT  
HALIFAX WEST HIGH SCHOOL***

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

POSTAL CODE \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

NAME OF PERSON SIGNING FOR FIRM \_\_\_\_\_

POSITION OF PERSON SIGNING FOR FIRM \_\_\_\_\_

The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not prohibited by any law applicable in Nova Scotia from performing this Contract. The undersigned also acknowledges receipt and understanding of, and has taken into consideration all information presented in, this tender and agrees to be bound by its terms and conditions. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this bid and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this tender.

I/WE, the undersigned, having carefully examined the ***#3748 STONE CLADDING REPLACEMENT – HALIFAX WEST HIGH SCHOOL*** tender documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the ***#3748 STONE CLADDING REPLACEMENT – HALIFAX WEST HIGH SCHOOL*** documents, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent by prepaid post or fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

3.2 **REFERENCES:**

The Bidder shall furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

| Contact Name & Phone # | Date                | Contract Value |
|------------------------|---------------------|----------------|
| _____                  | from _____ to _____ | _____          |
| _____                  | from _____ to _____ | _____          |
| _____                  | from _____ to _____ | _____          |
| _____                  | from _____ to _____ | _____          |

3.3 **SUB-CONTRACTORS:**

The Bidder shall enter the name and address of each Sub-Contractor used in making up this Tender. Only one Sub-Contractor shall be named for each part of the work to be sublet.

| Subcontractor/Suppliers/Manufacturers | Service/Material |
|---------------------------------------|------------------|
|                                       |                  |
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3.5 **SCHEDULE OF PRICES**

**CONTINGENT UNIT PRICES:** [see article 1.2 (p)]

Provide unit prices for contingency items in the event that additional work items are required in association with the scope of work as outlined in section 2.0 and the total value of unit prices shall be included in the Total Fixed Cost price.

| Item No. | Description | Unit of Measurement | Unit Price |
|----------|-------------|---------------------|------------|
| 1.       | _____       | _____               | \$ _____   |
| 2.       | _____       | _____               | \$ _____   |
| 3.       | _____       | _____               | \$ _____   |
| 4.       | _____       | _____               | \$ _____   |
| 5.       | _____       | _____               | \$ _____   |

3.6 **TIME AND MATERIAL PRICES:**

Provide unit prices for time and material work if no fixed price is requested in association with the work as outlined herein.

| Item No. | Description | Unit of Measurement | Estimated Quantity | Unit Price |
|----------|-------------|---------------------|--------------------|------------|
| 1.       | _____       | _____               | _____              | \$ _____   |
| 2.       | _____       | _____               | _____              | \$ _____   |
| 3.       | _____       | _____               | _____              | \$ _____   |
| 4.       | _____       | _____               | _____              | \$ _____   |
| 5.       | _____       | _____               | _____              | \$ _____   |
| 6.       | _____       | _____               | _____              | \$ _____   |

3.7 **PROPOSED FIXED PRICE**

The fixed price shall be the full inclusive value of the work. The prices submitted shall be all-inclusive and shall include for all the general and special requirements to meet the specifications of the work, including any contingent costs.

| <u>Description</u>                       | <u>Total Fixed Price</u> |
|------------------------------------------|--------------------------|
| <b><i>STONE CLADDING REPLACEMENT</i></b> | \$ _____                 |
| <b><i>HALIFAX WEST HIGH SCHOOL</i></b>   |                          |
| <b><i>HST (15% OF TOTAL PRICE)</i></b>   | \$ _____                 |
| <b><i>TOTAL CONTRACT PRICE</i></b>       | \$ _____                 |

SUBSTANTIAL PERFORMANCE DATE: \_\_\_\_\_

BIDDERS HST REGISTRATION NO. \_\_\_\_\_

3.8 **SIGNATURE:**

SIGNED AND DELIVERED  
in the presence of:

**CONTRACTOR**

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (printed)

**SCHEDULE A**

**AGREEMENT FOR SUPPLY OF SERVICES**

This Agreement made effective on the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20

**For:**

**Project Name:**

**Location:**

**Tender #**

by and between:

**HALIFAX REGIONAL SCHOOL BOARD ("HRSB")**

and

**COMPANY NAME:**

**ADDRESS:**

**CITY:**

**PROV:**

**Postal Code:**

(the "Contractor")

**The parties agree as follows:**

1. Contractor shall provide to HRSB the services set forth in Appendix "C" – Description of Services, and accompanying Exhibits (which along with all other obligations of Contractor set forth in this Agreement shall constitute the "Services") in accordance with the terms of this Agreement.
2. This Agreement consists of the following parts (together, the "Agreement"), each of which shall be construed as an integral part of this Agreement:

**This signature page**

**Appendix "A" – General Terms and Conditions**

**Appendix "B" – Risk Management & Safety**

**Appendix "C" – Description of Services  
Exhibit A – RFP or Invitation to Tender**

**Exhibit B – Response to RFP or Tender**

**Appendix "D" – Undertaking to Comply Form and Contractor Safety  
Checklist**

**Appendix "E" – Safety Plan**

**Appendix "F" – Contractor Checklist**

The above Appendixes and Exhibits are intended to be complementary, and what is required by any one shall be as binding as if required by all.

3. Contractor confirms that it has read this Agreement before signing it.

4. The individual signing below for Contractor warrants by his/her signature hereon that he/she has authority to bind Contractor to this Agreement.

**HALIFAX REGIONAL SCHOOL BOARD**

**CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (print): Kathryn Burlton

Name (print): \_\_\_\_\_

Title (print): *Purchasing Manager*

Title (print): \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE ONLY**

**CONTRACTOR'S ATTENTION IS SPECIFICALLY DRAWN TO THE APPENDIX "A" TERMS AND CONDITIONS GOVERNING THIS AGREEMENT. EXECUTING PARTIES' ATTENTION IS DRAWN TO APPENDIX "C" AND APPENDIX "C" TO BE INITIALED OR EXECUTED BY EACH PARTY IN ACKNOWLEDGMENT OF THE TERMS THEREIN.**

**APPENDIX "A"**

**TERMS AND CONDITIONS**

**SERVICES**

**Services:** Contractor shall provide the Services to HRSB in accordance with the terms of this Agreement, on the HRSB properties specified in Appendix "C" (the "**Description of Services**"). Except as may be otherwise expressly provided in Appendix "C", Contractor shall provide all the equipment, personnel, supplies, consumables, supervision and labour necessary to complete the Services in a good and workmanlike manner. No changes or modifications to the Services or otherwise to this Agreement shall be valid unless made in accordance with Article 5 of this Agreement. The Contractor shall employ a competent supervisor who shall be in attendance at the place of work at all times while Services are being performed.

**Term:** This Agreement shall commence upon and later expire upon the dates specified in Appendix "C" (such period being the "**Term**"), unless earlier terminated in accordance with the provisions of this Agreement. Should Contractor continue to provide, and HRSB continue to pay, for the Services beyond the Term, such provision of Services shall be deemed to be on a temporary basis only and terminable at any time by HRSB with or without cause, and the provisions of this Agreement shall apply in full force (save as to the termination provisions in Article 9) until such termination.

**FINANCIAL TERMS, PAYMENT, LIENS**

**Contract Price:** For and in consideration of the Contractor providing the Services in accordance with the terms of this Agreement, the HRSB agrees to pay to the Contractor the sum of

**SAMPLE ONLY**

\$

(*plus HST*) hereinafter referred to as the "**Contract Price**". Such Contract Price shall include any and all expenses Contractor may incur in the performance of the Services.

**Invoices:** The Contractor shall submit a single invoice to HRSB for all Services rendered under this Agreement unless Appendix "C" provides otherwise. Contractor's invoice shall indicate applicable sales and use taxes as separate amounts and indicate the net taxable value including all applicable discounts. HRSB shall not be obligated to pay any taxes to Contractor unless Contractor is registered with the applicable authorities and provides its registration number on the invoice. Contractor's invoice shall be in a form acceptable to HRSB and contain sufficient details to ascertain the scope of Services performed and, if requested, Contractor shall provide documentation in support of an invoice. If HRSB disputes any portion of the invoice, it shall pay such invoice less the disputed amount, subject to adjustment upon resolution of the dispute. Non-payment by HRSB of any amount in dispute shall not alleviate, diminish or modify in any respect Contractor's obligations to perform as required by and in accordance with this Agreement.

**Payment of Invoices:** Upon the HRSB certifying that the Services have been completed, the HRSB shall pay to the Contractor, thirty (30) calendar days from the date of such certification,

unless otherwise stipulated in Appendix "C", the full Contract Price due and payable hereunder, less any holdback required to be retained under the *Builder's Lien Act* of Nova Scotia (the "*Builder's Lien Act*"), other statutory obligation or as otherwise stipulated in Appendix "C", provided the Contractor has submitted the following:

a written statement from the supplier(s) of all materials used for the Services certifying that payment has been made in full for same or waivers of liens from such supplier(s) in due form;

a worker's wage statement containing all the information required by the HRSB pertaining to the Contractor's, and all of its subcontractors', workers. Such statement requires the name of the workers, hours worked, rate of pay, total wages received, and a signature from each worker certifying that they have received payment in full for all time worked on the job indicated on the form; and

certification that the statement is correct.

**Release of Holdbacks:** No holdback shall be paid to the Contractor until the Contractor has provided to the HRSB a statutory declaration in a form as set forth in Canadian Construction Documents Committee ("CCDC") Document 9A, together with evidence of compliance with the *Workers' Compensation Act*, and, if applicable, a copy of the Certificate of Title for the Lands, dated thirty (30) calendar days from the issuance of the Certificate of Substantial Performance (as defined in the *Builder's Lien Act*) of work by the Contractor, confirming that no liens have been placed against the Lands in association with Contractor's Services.

**Liens:** Contractor shall keep the Lands and all HRSB property free from any and all laborers', materialmen's and mechanics' liens and similar claims and encumbrances. To the fullest extent permitted by law, Contractor waives all rights to assert such liens against the Lands and all HRSB property. If Contractor fails to release and discharge any claim of lien of others against the Lands and HRSB property within FOUR (4) business days of receiving notice from HRSB, HRSB may at its option discharge or release the claim of lien, or otherwise deal with the lien claimant, and Contractor shall be liable to and shall pay HRSB any and all costs and expenses of HRSB in doing so, including all reasonable legal fees and expenses. Notwithstanding the foregoing, for the purpose of enforcing the terms of this Agreement, HRSB may apply for the following liens and rights when circumstances deem it necessary:

if the Contractor contracts for one or more jobs with HRSB, the HRSB shall have a lien on the Contract Price and extras on that job as well as on their other jobs with the HRSB;

the HRSB shall have a lien on the Contractor's equipment or supplies on any job; and

in the case of Contractor, without sufficient cause (in the opinion of the HRSB), suspending work on any job which continues for more than two (2) days, HRSB may take possession of any materials delivered to or for the Contractor on such job and use same, giving the Contractor credit for its value at not more than cost thereof to the Contractor, against any liability of the Contractor to the HRSB and may use any of the Contractor's equipment that was in use on any of the HRSB's premises until the completion of the unfinished work.

**Tax:** Contractor shall comply with all applicable tax laws, including but not limited to laws relating to: (i) the collection and remittance of HST; and (ii) the withholding of applicable taxes from those of its employees performing work under this Agreement. Contractor shall be liable for and shall indemnify HRSB in respect of any claims, penalties, interest or costs made or assessed against HRSB arising from Contractor's non-compliance with tax laws.

**Audit:** Contractor shall keep and maintain true and correct books, records and accounts with respect to the Services and any materials supplied in relation to the Services, along with invoices and monthly summaries, for a period of seven (7) years after Contractor ceases to provide the Services. Contractor shall, upon request of HRSB, make available and permit HRSB during such period to inspect, make copies of, and audit all such records. If there is any revision to charges as a result of an audit, within thirty (30) days of the audit Contractor shall pay to HRSB the full amount of any credit or HRSB shall pay to Contractor the full amount of any shortfall, as the case may be. The provisions of this Section shall survive the termination of this Agreement.

### **DUTIES OF THE CONTRACTOR**

**Sub-Contractors:** Contractor shall not subcontract the whole or any part of the Services without first receiving the written consent of HRSB, which consent may be withheld in HRSB's sole discretion. Where such consent is granted, Contractor shall not be released or relieved from any obligations or liabilities of Contractor under this Agreement nor shall HRSB be prevented from pursuing any legal or equitable remedies it may be entitled to against Contractor. Contractor shall remain liable and responsible to HRSB for the actions and omissions of any subcontractor and shall ensure that any subcontractor strictly adheres to all terms of this Agreement, including any safety requirements referred to in this Agreement. When requested by HRSB, Contractor shall provide HRSB with all details concerning any and all subcontracted work.

**Site Representative and Instructions:** The Contractor shall identify in the Undertaking to Comply attached in Appendix "D" to this Agreement, a job site representative to act on the Contractor's behalf. This representative shall have the authority to represent the Contractor with relation to taking instruction on behalf of Contractor and entering agreements or taking such other actions on matters related to this Agreement. HRSB shall identify in Appendix "C" Description of Services, or through subsequent notice to Contractor, its project manager, who has the authority to represent HRSB and instruct Contractor on matters related to this Agreement. If the Contractor representative is not on the job site at the time of a visit by HRSB's project manager, the orders of the HRSB project manager to any worker present shall be carried out. Contractor shall not seek direction from any person on matters related to this Agreement, other than from the HRSB project manager.

### **DELAYS**

**Delays:** If the Contractor is delayed in the performance of the Services, and such delay is outside the Contractor's direct control, then the schedule to perform the Services may be extended for such reasonable time as the HRSB may decide in consultation with the Contractor. No such extension shall operate to extend the Term of this Agreement. Weather is not considered a reason for delay. No extension shall be made for delay unless written notice of

delay is given to the HRSB not later than two (2) working days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary, and for only such period as approved by HRSB in writing, in its discretion.

**Delay by HRSB:** The HRSB will not, except by written notice to the Contractor, stop or delay the Services as a result of pending instructions or proposed changes in the Services.

**Adherence to Schedule:** If the Contractor is delayed in the performance of the Services by any cause within the Contractor's control, the Contractor shall at no cost to the HRSB take effective action to restore the Services to the original time schedule for their completion, whether or not such schedule is appended to this Agreement.

## CHANGES IN THE WORK

**Change Orders:** The HRSB, without invalidating this Agreement, may make changes in the Services with the Contract Price and Term being adjusted accordingly, by written notice of change (a "Change Order"). No changes in the Services shall proceed without a Change Order signed by the HRSB and no claim for a change in the Contract Price or change in the Term shall be valid unless so ordered and at the same time valued by the Contractor as provided in Section 5.2.

**Change Approvals:** When a change in the Services is proposed or required, the Contractor shall present to the HRSB for its approval the value of the change whether an extra charge or a credit. Changes submitted for approval are to be accompanied by a detailed breakdown of labour and materials, to which shall be added supervision, overhead and profit charges. Change charges submitted shall be calculated in the following manner:

for work done by the Contractor, add to the net direct cost not more than ten (10%) percent for overhead, profit, supervision and bonding costs; and

for work done by any subcontractor, add to the net direct cost, not more than FIVE (5%) percent for overhead and profit payable to the subcontractor, and add not more than FIVE (5%) percent to the subcontractor's amount for supervision of the subcontractor by the Contractor and for bonding costs.

The HRSB will satisfy itself as to the correctness of such claim and, when approved by the HRSB, a Change Order shall be issued to the Contractor amending the Contract Price and Term as appropriate.

## DEFECTIVE WORK & DISMISSAL OF WORKERS

**Defective Work:** Defective work is work that has been rejected by the HRSB as failing to conform to this Agreement. Contractor shall promptly correct defective work, as required to conform to this Agreement, with no change in Contract Price. If, in the HRSB's opinion, it is not expedient to correct defective work, the HRSB may deduct from the Contract Price the difference in value between the Services as performed and that required by this Agreement, the amount of which will be reasonably determined by the HRSB.



**Dismissal of Workers:** The Contractor shall, on the request of the HRSB, immediately dismiss from the job any person employed by the Contractor who may, in the opinion of the HRSB, be incompetent or for misconduct, and such persons shall not again be employed on the job without the prior written permission of the HRSB. Foul language will be considered as misconduct.

## **PRODUCT OPTIONS AND SUBSTITUTIONS**

**Product Selection:** Contractor may:

for any products specified by non-proprietary specification in Appendix "C", select any product of any manufacturer which meets the requirements of this Agreement.

for products specified by proprietary specification and accompanied by words indicating that substitutions will not be accepted in Appendix "C", select any product or manufacturer named. Substitutions are not permitted; and

except where substitutions are not permitted, when a product is specified by proprietary specification, other unnamed products will be accepted, subject to such substitutions being the same generic type, and capable of performing the same functions and meeting or exceeding the standards of quality and performance, as the named product. Substitutions shall not require revisions to this Agreement or a Change Order.

**Product Substitutions:** When making a substitution, the Contractor shall represent in writing that:

Contractor has investigated substitute products and/or manufacturer and has determined that the substituted product meets the criteria specified in Section 7.1 (c);

Contractor will make any changes to the Services necessitated by the substitution as required for the Services to be complete in all respects; and

Contractor waives all claims for additional costs and time caused by substitution, which may subsequently become apparent.

## **COMPLIANCE WITH LAWS, SAFETY AND PRIME CONTRACTOR**

**Compliance with Laws:** Contractor shall comply with, and shall ensure subcontractors comply with, all applicable federal, provincial, and municipal laws, regulations and by-laws and to all other applicable orders, rules and regulations of any authority having jurisdiction respecting the Services, including without restriction all applicable environmental legislation, employment standards codes and workers' compensation legislation or equivalent legislation. CONTRACTOR SHALL FURNISH HRSB WITH WRITTEN CONFIRMATION FROM THE APPLICABLE WORKERS' COMPENSATION AUTHORITIES, OR EQUIVALENT AUTHORITIES, THAT CONTRACTOR AND ANY SUBCONTRACTORS ARE IN GOOD STANDING WITH SUCH AUTHORITIES, AND NO CONTRACTOR INVOICE SHALL BE PAYABLE UNTIL SUCH CONFIRMATION IS RECEIVED.

**Safety:** Contractor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable fire, safety, health, and environmental laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Contractor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRSB's operations.

**Occupational Health and Safety Legislation:** Contractor shall comply with all applicable provisions of the *Occupational Health and Safety Act* (Nova Scotia) (the "Act") regulations thereto. Contractor shall execute and provide to HRSB the Undertaking to Comply Form with attached Pre-Construction Meeting Contractor Safety Checklist attached as Appendix "D". Contractor shall also supply to HRSB a Certificate of Recognition (COR) form as required under the Act and other applicable legislation.

**Designation of Prime Contractor:** The parties agree to designate in Appendix "D" that the Contractor shall be the "prime contractor" for the work site on the Lands for the purposes of the Act, during the Term, under this Agreement. The Contractor hereby agrees that:

such obligation shall extend to protect all contractors, employees, workers and persons as specified in the Act concerning the work site notwithstanding that they have been retained by HRSB after the date of execution of Appendix "D" by the Contractor; and

HRSB may in its sole discretion notify the Contractor in writing that the Contractor shall, following the date of such notice, assume the role of the "prime contractor" under the Act with respect to the work site notwithstanding that the Contractor was not so designated in Appendix "D" at the time of its execution by the Contractor, and the Contractor hereby agrees to do so.

**Responsibilities of the Prime Contractor:** Contractor shall:

direct all subcontractors, other contractors, employers, workers and any other personnel at the work site on safety related matters, to the extent required to fulfill its "prime contractor" responsibilities pursuant to the Act, regardless of:

whether or not any contractual relationship exists between the Contractor and any of these entities, or

whether or not such entities have been specifically identified in this Agreement;

ensure all obligations under the Act are strictly adhered to by all personnel;

be diligent in ensuring that its subcontracts comply with all health, safety and environmental legislation;

take appropriate disciplinary action against subcontractors who contravene health, safety or environmental legislation, which includes but is not limited to the suspending of the work performed by the subcontractors, before allowing them to continue to work on the site; and

ensure that Contractor or subcontractors never place the HRSB students, staff, volunteers or the general public at risk of injury or illness related to work conducted under this Agreement.

The HRSB shall provide Contractor, where applicable, with a list of all subcontractors under contract to the HRSB, working on the work site at the same time as Contractor, as well as their contact information. Failure by the HRSB to provide such information to Contractor shall not relieve Contractor of its obligation under this Section 8.5.

**HRSB Access:** At all times during the Term, HRSB Project Managers, agents and designates shall have the right to access, ingress and egress any work site, building or facility where Contractor performs the Services, and any part thereof, for any purpose, and neither Contractor nor its subcontractors shall refuse such access, ingress or egress whatsoever.

## TERMINATION

**Insolvency:** If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of insolvency or if a receiver is appointed, the HRSB may, without prejudice to any other right or remedy it may have, by giving the Contractor or receiver or trustee in bankruptcy written notice, immediately terminate this Agreement.

**Breach by Contractor:** If the Contractor should neglect to prosecute the Services properly or otherwise fail to comply with the requirements of this Agreement, the HRSB may notify the Contractor in writing that it is in default of its obligations and instruct it to correct such default within FOUR (4) business days immediately following the receipt of such notice. If the correction of the default cannot be completed in the FOUR (4) business days specified, the Contractor will be considered to be actually attempting to cure the default if it:

commences the correction of the default on a best efforts basis, in HRSB's sole opinion, within FOUR (4) business days of receiving a notice of default;

provides the HRSB with a schedule for such correction which HRSB approves by written notice to Contractor; and

completes the correction in accordance with such approved schedule and without any additional cost or delay to the HRSB.

If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the HRSB, without prejudice to any other right or remedy it may have, may terminate the Contractor's right to continue with the Services in whole or in part, and/or terminate this Agreement. Such termination must be in writing to the Contractor upon thirty (30) days notice.

**Other Remedies:** If this Agreement is terminated in whole or in part by the HRSB as a result of the default of the Contractor, the HRSB shall be immediately entitled to withhold any and all further payments which may be due and owing to the Contractor, complete or hire a third party to complete the Services in a manner it determines to be expedient, or to do whatever else it deems prudent or expedient in the circumstances to complete the Services.

**Safety Default:** This Agreement may be immediately terminated by HRSB for non-compliance by Contractor of any of its obligations under Article 8 of this Agreement.

## DISPUTE RESOLUTION

**Disputes Generally:** Disputes between the Contractor and the HRSB as to the interpretation, application or administration of this Agreement or any failure to agree where agreement between the parties is called for, which are to be resolved between the parties, shall be settled by mediation and/or by arbitration.

**Use of Mediation.** Should HRSB choose to mediate a dispute:

Mediation shall take place on a confidential, without prejudice, basis with a single trained mediator who is a member of the Nova Scotia Arbitration and Mediation Society, jointly selected by the Contractor and the HRSB (the “**Mediator**”). The Mediator must be impartial and independent with no involvement in the dispute. This impartiality must be assessed by each of the parties prior to mediation. If a bias or perception of bias develops during the mediation, either party or the Mediator may terminate the mediation.

The Contractor, the HRSB and the Mediator shall agree on the fees, timing and any specific procedures and shall share the costs of mediation equally. All parties shall agree to and sign an agreement to mediate drawn up by the Mediator prior to mediation.

**10.3 Arbitration:** By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia), subject to the following:

- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters. The contractor and the HRSB shall share the costs of arbitration equally, unless otherwise determined by the Arbitrator.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

## PERFORMANCE BOND

**Bond Requirement:** Contractor shall, on execution of this Agreement, provide and pay for a performance bond in the amount of fifty (50%) percent of the Contract Price and a labour and materials payment bond in the amount of fifty (50%) percent of the Contract Price issued by a bond company acceptable to the HRSB, to continue in force for one (1) year after substantial completion of the Services, covering the performance of all obligations of the Contractor and all warranties of the Contractor under this Agreement.  **Required**       **Not Required**

## WARRANTY

**Warranty:** The Contractor hereby warrants that:

it shall correct promptly, at Contractor's sole expense, defects or deficiencies in the Services as a result of workmanship or materials, which appear prior to the first (1<sup>st</sup>) anniversary of the date of completion of the Services, or such longer periods as may be specified for certain products or work in Appendix "C"; and

during the construction and warranty periods, defects or deficiencies in the Services, causing an emergency condition on the Lands or premises requiring immediate remedial/emergency repairs, outside of normal working hours, will be responded to by the HRSB's operations or maintenance staff. Costs for this emergency response will be the responsibility of the Contractor, and Contractor is hereby liable to indemnify HRSB for all such costs.

## CONFIDENTIALITY AND OWNERSHIP OF WORK PRODUCT

**Confidentiality:** Contractor shall:

not make use of any HRSB Confidential Information for its own personal gain or for any purpose other than is required to provide the Services;

not disclose any HRSB Confidential Information to any person except employees, consultants, subcontractors and agents who have a need to know such information consistent with the provision of the Services, but only after such person has properly assumed obligations identical in principle to those in this Section and Contractor ensures that such person at all times complies with those obligations

employ diligent efforts and exercise reasonable care to hold all HRSB Confidential Information in the strictest confidence;

not use HRSB's name for any marketing or promotional purposes and not make any public announcements or disclosure in respect of this Agreement or Contractor's relationship with HRSB without first obtaining written consent from HRSB; and

be liable to HRSB and indemnify HRSB for any breach of this Section by Contractor or its employees, consultants, subcontractors or agents.

**Terms of Agreements:** Neither party shall disclose the terms of this Agreement or amounts paid under it to any person without the other party's written consent, except to a party's employees, professional advisors and insurers who have a need to know such information, but only where the party ensures that such persons are under obligations of confidentiality identical in principle to those in this Section. HRSB shall not disclose Contractor's information respecting pricing or any information supplied by Contractor that is clearly marked "Confidential" to any person except HRSB's employees, consultants, subcontractors and agents who have a need to know such information.

**"HRSB Confidential Information"** refers to any and all information, material and data disclosed to Contractor by HRSB, or obtained by Contractor in connection with providing the Services, directly or indirectly, orally, in any written form, or in any magnetically or electronically recorded form, or by drawings or inspection of parts or equipment, and including but not limited to: (i) information, knowledge or data of an intellectual, technical, scientific, commercial or industrial nature, or of a financial, cost, pricing, or marketing nature relating to the business operations of HRSB; or (ii) any information supplied by HRSB that is clearly marked "Confidential"; but shall not include information in the public domain or information that at the time of disclosure was already known to Contractor on a non-confidential basis.

**Ownership of Work Product:** All property and intellectual property rights in all reports, designs, drawings, studies, specifications, software, materials, inventions and other work product created, produced or arising in connection with the performance of the Services, whether completed or in progress, and regardless of who was involved therewith, shall be owned exclusively by HRSB and either delivered to HRSB or made available for inspection by HRSB. HRSB's ownership of and title to the foregoing shall arise automatically upon its creation and not be subject to the payment of the Contract Price to Contractor. To the extent Contractor has any title to the foregoing, Contractor shall take and cause to be taken all necessary steps (including a waiver of any moral rights) to transfer title thereto to HRSB.

**Survival:** The provisions of this Article shall survive the expiration or termination of this Agreement.

## MISCELLANEOUS PROVISIONS

**Notices:** Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand or by facsimile, or if sent by post, to have been delivered within FOUR (4) business days of the date of mailing, when addressed to the addresses in Appendix "C":

**Assignment:** This Agreement is not assignable by Contractor without the prior written consent of HRSB, which consent may be withheld arbitrarily. Any purported assignment by Contractor of any of its rights, duties, or obligations under this Agreement without HRSB's written consent, shall be voidable by HRSB at its option. Contractor shall not in any event be released from its duties and obligations under this Agreement. HRSB may assign this Agreement upon providing notice to without obtaining Contractor's consent.

**Binding Effect:** This Agreement shall be binding upon and enure to the benefit of each of HRSB and Contractor and their respective successors and permitted assigns.

**Interpretation:** In this Agreement, all references to 'dollars' or '\$' are to Canadian dollars unless stated otherwise. The insertion of headings is solely for convenience of reference and shall not affect the interpretation of any provision.

**Independent Contractor:** The parties agree that Contractor is an independent contractor, that nothing in this Agreement shall be construed as establishing or implying a relationship of master and servant between the parties, or any joint venture or partnership between the parties, and that nothing in this Agreement shall be deemed to constitute either of the parties as the agent of the other party or authorize either party to incur any expenses on behalf of the other party or to commit the other party in any way whatsoever. Contractor and its servants, agents or employees shall at no time be deemed to be servants, agents or employees of HRSB, or be deemed to be under the control or supervision of HRSB when carrying out the Services. Without the prior written consent of HRSB.

**No waiver:** No party shall be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right shall be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.

**Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. The parties hereby attorn to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia, without prejudice to the rights of HRSB to take proceedings in any other jurisdiction. The parties hereby waive any right to a trial by jury.

**Time of the Essence:** Time shall be of the essence in this Agreement.

**Set-Off:** HRSB shall be entitled at all times to set off any amount owing from Contractor to HRSB against any amount due or owing to Contractor with respect to this Agreement.

**Entire Agreement; Invoice Terms of No Effect:** This Agreement constitutes the entire agreement of the parties concerning its subject matter and no other representation, warranties or agreements, either oral or written, shall be binding upon HRSB or Contractor. This Agreement supercedes and invalidates all prior agreements, understandings, negotiations, representations and warranties, whether oral or written, with respect thereto. The terms of this Agreement shall supersede any terms attached to Contractor's invoice, which terms shall not be applicable to this Agreement and shall not be considered to be Contractor's exceptions to the provisions of this Agreement.

**Counterparts:** The parties may execute this Agreement by facsimile or other electronic means and in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts taken together shall constitute one instrument.

## APPENDIX "B"

### RISK MANAGEMENT AND SAFETY

#### A. INDEMNIFICATION AND INSURANCE

##### 1. **Indemnity and Waiver:**

Contractor shall be liable to HRSB for and shall indemnify and save harmless HRSB from and against any and all claims, suits, demands, awards, actions, proceedings, losses, judgments, costs, damages, settlements or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by HRSB that arise out of, result from, are based upon or are in any way connected with this Contract, including without limitation:

- (a) those resulting from any act or omission on the part of Contractor or its employees, agents and subcontractors;
- (b) those resulting from any action, suit or proceeding brought by any third party;
- (c) those brought in respect of personal injury (including injury resulting in death) or damage or destruction of tangible or intangible property, including HRSB's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of Contractor, its employees, agents or subcontractors to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction, whether identified in this Contract or applicable by-law;
- (f) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous or of any other nature or for any breach of any applicable environmental legislation;
- (g) those resulting from any labourers', materialmen's, or mechanics' liens arising from or relating to the performance of the Contract;
- (h) those brought for actual, alleged, direct or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right, including breach of obligations of confidentiality; and
- (i) any other claims, expenses, costs, and losses suffered, incurred or sustained by HRSB.

The foregoing liability, indemnification and hold harmless provisions shall apply to anything done or not done in connection with this Contract and by whomsoever made, regardless of whether it was caused by the negligence of Contractor or otherwise.

Contractor shall make no claim or demand against HRSB for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Contractor or any other person which arises out of, or is connected, with this Contract or anything done or not done as required hereunder, or any other errors or omissions of Contractor, and hereby waives as against HRSB all such claims and demands.

The foregoing indemnity and waiver given by Contractor shall not apply to the extent of HRSB's own negligence. The onus of establishing that HRSB was negligent shall be upon Contractor. HRSB shall not be deemed to have caused or contributed thereto merely by reason of its knowledge, approval or acceptance of the materials, drawings,



specifications, supplies, equipment, procedures or services of Contractor.

For the purposes of this Section, any reference to "HRSB" shall include HRSB, together with the employees, directors, officers, superintendents, trustees, representatives and agents of HRSB; and any reference to "Contractor" shall include Contractor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

## 2. Insurance:

Contractor shall, at its own expense, obtain and maintain during the term of this Contract, in a form and with an insurance company satisfactory to HRSB, policies of:

- (a) Commercial General Liability insurance with a limit of not less than Two Million Dollars (**\$5,000,000**) for any one loss or occurrence and in the aggregate with respect to bodily injury, personal injury and property damage, including loss of use thereof, which policy shall by its wording or by endorsement:
  - (i) include HRSB, its officers, directors, employees, agents and trustees as an additional insured with respect to the obligations assumed by Contractor under this Contract;
  - (ii) provide that, in relation to the interests of each additional insured, the Insurance shall not be invalidated by an action or inaction any other person other than the respective additional insured;
  - (iii) include a "cross liability" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
  - (iv) extend to cover blanket Contractual liability, including the insurable liabilities assumed by Contractor under this Contract;
  - (v) extend to cover products and completed operations; such products and completed operations coverage, whether by specific policy endorsement respecting the services or by renewal of any annual practice policy, shall be kept in force during the supply of services and for a further period of 24 months following completion of supply of the services;
  - (vi) extend to cover non-owned auto liability coverage; and
  - (vii) not exclude any existing property of HRSB, but shall treat same as "third party property".
- (b) Employer's Liability Coverage which shall not be less than \$5,000,000 for each employee where Workers' Compensation coverage does not exist or the profession/trade has been indicated to be exempted from Workers' Compensation coverage.
- (c) Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Contractor and used in connection with this Contract; and
- (d) Property "All Risks" insurance covering Contractor's owned property, including Contractor's equipment, where applicable, and property of others in the care, custody, or control of Contractor or for which the Contractor has assumed liability, all including while in transit or storage, on a replacement cost basis. With respect to any property of HRSB, such policy shall contain a loss payee

clause in favour of HRSB;  
(collectively, the "Insurance").

Contractor shall ensure that the above Insurance policies:

- (a) are endorsed to provide HRSB with not less than thirty (30) days written notice in advance of cancellation, change or amendments restricting coverage;
- (b) do not include a deductible that exceeds such maximum amount that a reasonably prudent business person would consider reasonable; and
- (c) take the form of an occurrence basis policy and not a claims-made policy.

Contractor shall, before any services are performed, provide HRSB with a copy of the certificates of insurance and, if requested by HRSB, the insurance policies evidencing all the coverage stipulated above, and HRSB may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the HRSB to terminate the contract or at the HRSB's option, to supply such insurance and charge the cost to Contractor. The HRSB may require Contractor to have the HRSB added as an insured party to the insurance policy and/or require Contractor to furnish a certified copy of the policy for such insurance.

Contractor shall not make or cause to be made any modification, or alteration to the Insurance, nor do or leave anything undone, which may invalidate the Insurance coverage. Contractor shall be responsible for any deductible and excluded loss under the Insurance.

Contractor shall cause all subcontractors performing services to obtain and maintain the Insurance policies required by this Section.

Contractor agrees that the insurance coverage required to be maintained by it under the provisions of this Contract shall in no manner limit or restrict its liabilities under this Contract. HRSB reserves the right to maintain the insurance in good standing at Contractor's expense and to require Contractor to obtain additional insurance where, in HRSB's reasonable opinion, the circumstances so warrant.

## **B. COMPLIANCE WITH LEGISLATION AND REGULATIONS**

### **1. Compliance**

Contractor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Contractor shall at its cost obtain all permits and licenses required by any governing authority in order to enable Contractor to provide its goods and services and otherwise perform its obligations under the Contract.

### **2. Labour Code**

Contractor shall comply with all applicable provisions of the *Labour Code* (Nova Scotia) and the *Employment Standards Act* (Nova Scotia) and all regulations and amendments thereto.

### **3. Workers' Compensation Legislation**

Contractor shall comply with the *Worker's Compensation Act* (Nova Scotia) and regulations and amendments thereto, and:

- (a) if any employees perform or assist in the performance of this Contract, the Contractor shall submit, at any time requested by the HRSB, a letter from the Workers' Compensation Board (Nova Scotia) stating that Contractor has an account in good standing with the Worker's Compensation Board;
- (b) the Contractor will make the necessary returns to the Workers' Compensation Board in accordance with government regulations and will pay all fees and contributions required in connection therewith. The cost of compensation will be included in the price payable under the Contract; and
- (c) the Contractor shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRSB under the Contract.

**4. Canada Safety Council and Associated Standards**

All electrical, electronic and gas-fired equipment must bear the required approval markings, being C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals must also be obtained. It shall be the responsibility of the Contractor to obtain all applicable approvals, at its own expense.

**5. Nova Scotia Occupational Health and Safety Legislation**

Contractor shall comply at all times with the Nova Scotia Occupational Health and Safety Act, Regulation and Code, and it's amendments thereto.

**C. SAFETY REQUIREMENTS**

**1. Safety Responsibility**

Contractor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRSB's operations. Contractor shall provide to its agents, employees and subcontractors, at its own expense, any and all safety gear required to protect against injuries during the performance of the services and shall ensure that its agents, employees and subcontractors are knowledgeable of and utilize safe practices in the provision of the services, such practices to be at least as stringent as those set out in HRSB's safety standards provided to Contractor from time to time.

**2. Project Site Protection and Safety**

The Contractor shall protect the HRSB's property, staff and students, the Contractor's staff and the public, from damage or injury by providing adequate precautions to make the work site a safe environment at all times. In addition to complying with any safety standards provided to the Contractor by HRSB, the Contractor shall:

- (a) provide all guards and fences and other safety equipment;
- (b) respond to reports of hazards by HRSB;
- (c) do the following when work generating vibration, noise or safety concerns (including without limitation jack hammering, shot blasting, sandblasting, concrete cutting and use of powder actuated fasteners) may affect HRSB property, staff, students or operations.
  - (i) coordinate with HRSB representatives;
  - (ii) schedule and coordinate hours of work with HRSB input; and

- (iii) stop operations generating vibration, noise or safety concerns when instructed by HRSB.
- (d) Contractor responsible to ensure all spaces directly beneath the roof work area are protected from potential damage of dust, debris or water infiltration or any other impact resulting from the roof replacement project. Such protection shall include installation of effective cover using minimum 4 mil plastic vapour barrier sheeting over all furniture, equipment, instruction aids, floors areas and any other items underneath the work space. Contractor must remove all sheeting upon completion of work and will be responsible for costs of restoration of damages caused by process of roof project or lack of adequate protection of property.

### 3. Hazardous Materials

The Contractor shall:

- (a) develop and implement a written "Hazardous Materials Information" document to ensure that all persons at the work site are made aware of the existence of any hazardous materials such as asbestos, lead-based products, and PCB's;

### D. CONTRACTOR EVALUATION

#### 1. Audit

The HRSB reserves the right to audit Contractors and their subcontractor's health and safety performances during the term of the Contract and upon its conclusion.

#### 2. Evaluation

The HRSB reserves the right to evaluate the performance of the Contractor and such evaluation will be based upon accident/injury data and adherence to this Schedule "C", the HRSB health and safety policies, applicable legislation, and periodic inspections and reports from HRSB employees. Information collected as part of such evaluations may be used for future reference.

### E. HRSB REMEDIES FOR CONTRACTOR NON-COMPLIANCE

#### 1. Emergency Work Stoppage

The HRSB has the authority to stop progress of the work whenever, in its opinion, such stoppage is desirable for any safety-related reason. The Contractor hereby agrees that no claim for loss of time or materials may be made with respect to such stoppage unless the claim for the time and materials and their value are certified in writing by the HRSB as allowable.

#### 2. Termination for Non-Compliance

HRSB may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the Contractor or any subcontractor of the Contractor, as constituting a material breach of this Contract. In addition, the HRSB reserves the right to stop the work of the Contractor in the event of Contractor's non-compliance with applicable legislation or good industry practice. Such work stoppages shall not postpone any agreed to completion dates and any additional cost

resulting from such work stoppages shall be borne by the Contractor. Work shall not resume until the Contractor rectifies the reason for non-compliance, to HRSB's satisfaction.

**3. Non-Exclusive Remedies**

Contractor acknowledges and agrees that the foregoing remedies available to HRSB are non-exclusive to, and may be exercised in conjunction with, any other rights or remedies available to HRSB, under the Contract, at law or in equity, in the event of threatened or actual breach of this Contract, including injunctive relief.

SAMPLE ONLY

APPENDIX "C"

DESCRIPTION OF SERVICES

- 1. Description of Services to be performed by Contractor, including any applicable standards of performance:

Description of Work:

As per Tender # drawings, specifications and scope of work

- 2. Municipal and Legal Description of the Lands:

Location of Work

- 3. Term: completion of work by ,

- 4. Invoicing: Services are to be paid for by HRSB:

- By scheduled progress payments (as agreed by both parties)
By single invoice upon project completion

- 5. Holdbacks: In compliance with "Section 13 - Holdbacks" of the Builder's Lien Act of Nova Scotia (incl. amendments), a holdback in the amount of ten percent (10%) of the contract may be held up to ninety (90) days after completion of the work, to the satisfaction of the Board.

- 6. HRSB Project Manager /Contractor Contact Information:

Table with Contractor and HRSB information fields. Includes a large 'SAMPLE ONLY' watermark.

Contractor's Initials HRSB's Initials

**Exhibit A**

**Invitation To Tender**

**PROJECT SPECIFICATIONS/DRAWINGS WERE INCLUDED IN TENDER DOCUMENT AND ARE CONSIDERED PART OF THIS CONTRACT EVEN THOUGH THEY ARE NOT ATTACHED TO THIS DOCUMENT**

**Exhibit B**

**Response to Invitation to Tender**

**A COPY OF THE SUCCESSFUL CONTRACTOR'S BID SUBMISSION IS ON FILE IN  
THE PURCHASING DEPARTMENT - TENDER #3437**



**APPENDIX "D"**

**UNDERTAKING TO COMPLY FORM  
AND CONTRACTOR SAFETY CHECKLIST**

**UNDERTAKING TO COMPLY**

**Name of Contractor:**

**(the "Contractor")**

**Description of Agreement:**

**Site Location:**

**(the "Agreement")**

7. The Contractor hereby undertakes to HRSB:  
to comply with all health, safety and environmental legislation in the performance of this Agreement; and  
to maintain a safe and healthy work environment during the performance of this Agreement.
8. The Contractor hereby agrees with HRSB:  
that compliance with all health, safety and environmental legislation is a condition of this Agreement and that non-compliance with the same may, in HRSB's discretion, lead to the termination of this Agreement; and  
to permit HRSB to audit the Contractor's health, safety and environmental records during the term of this Agreement and upon its conclusion and to cooperate fully with any such audit(s).
9. The Contractor understands that, at HRSB's discretion, any Contractor safety deficiencies will be addressed by HRSB in the following progressive steps:  
the problems will be identified to the Contractor (site supervisor);  
the Contractor's head office will be contacted about the problem, orally and later in writing;  
if required by law to report the problem to a Provincial and or Federal Ministry, HRSB will immediately do so;  
if not required by law to report the problem, and the problem remains unresolved, HRSB may report the problem; and  
the Agreement may, in HRSB's discretion, be suspended or terminated and/or payment withheld by HRSB.

- 10. The Contractor acknowledges and agrees with HRSB that, depending upon the nature and/or seriousness of the deficiency, HRSB reserves the right to bypass any or all of the steps described in Section 3.
- 11. **Prime Contractor Designation:** The Contractor and the HRSB hereby agree that the Contractor shall, pursuant to Section 8.4 of the Agreement shall be the Prime Contractor.

The undersigned hereby confirms that he/she has the authority to bind the Contractor:

**CONTRACTOR**

**HALIFAX REGIONAL  
SCHOOL BOARD**

\_\_\_\_\_  
*FULL COMPANY NAME*

\_\_\_\_\_  
*PRINT NAME*

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*

\_\_\_\_\_  
*POSITION*

\_\_\_\_\_  
*DATE*

\_\_\_\_\_  
*PRINT NAME*

\_\_\_\_\_  
*AUTHORIZED SIGNATURE*

\_\_\_\_\_  
*POSITION*

\_\_\_\_\_  
*DATE*

SAMPLE ONLY

**PRE-CONSTRUCTION MEETING**  
**CONTRACTOR SAFETY CHECKLIST PAGE 1**

|               |           |
|---------------|-----------|
| MEETING DATE: | TENDER #: |
|---------------|-----------|

|                |
|----------------|
| SITE LOCATION: |
|----------------|

|               |
|---------------|
| COMPANY NAME: |
|---------------|

|                             |
|-----------------------------|
| CONTRACTOR REPRESENTATIVE:: |
|-----------------------------|

|                       |
|-----------------------|
| HRSB REPRESENTATIVE:: |
|-----------------------|

|                     |                           |                          |
|---------------------|---------------------------|--------------------------|
| √ Means complied to | X Means not complied with | n/a means not applicable |
|---------------------|---------------------------|--------------------------|

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Notice of Project filed with Nova Scotia Infrastructure (if applicable) <input type="checkbox"/></p> <p>2. Review Board Safety Compliance Undertaking to Comply Form Signed <input type="checkbox"/></p> <p>Progressive Disciplinary Action Reviewed <input type="checkbox"/></p> <p>3. Contractor Health and Safety Policy <input type="checkbox"/></p> <p>Prime Contractor and Safety Management Certificate <input type="checkbox"/></p> <p>4. Health &amp; Safety Representatives/Joint Site Health &amp; Safety Committee <input type="checkbox"/></p> <p>Name and Phone _____</p> <p>5. Personal Protective Equipment:</p> <p>Hard Hats <input type="checkbox"/></p> <p>Footwear <input type="checkbox"/></p> <p>Safety Glasses <input type="checkbox"/></p> | <p>8.</p> <p>9.</p> <p>10.</p> <p>11.</p> | <p>Contractor Staff Training: Emergency Response <input type="checkbox"/></p> <p>WHMIS Training Verification <input type="checkbox"/></p> <p>O H &amp; S <input type="checkbox"/></p> <p>MSDS Received <input type="checkbox"/></p> <p>Scaffold <input type="checkbox"/></p> <p>Confined Space Code of Practice <input type="checkbox"/></p> <p>TDG Training Verification <input type="checkbox"/></p> <p>Working Alone <input type="checkbox"/></p> <p>Review Contractor Signage &amp; Barricades <input type="checkbox"/></p> <p>Written Work Site Hazard Assessment and Control Plan/Schedule Submitted <input type="checkbox"/></p> <p>Building Fire Plan <input type="checkbox"/></p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

SAMPLE ONLY

**CONTRACTOR SAFETY CHECKLIST – PAGE 2**

- |                                                                                 |                          |                                                             |                          |
|---------------------------------------------------------------------------------|--------------------------|-------------------------------------------------------------|--------------------------|
| Hearing                                                                         | <input type="checkbox"/> | 12. Accident Investigation/Notification/Reporting Procedure | <input type="checkbox"/> |
| Dust & Fumes                                                                    | <input type="checkbox"/> |                                                             |                          |
| Face Protection                                                                 | <input type="checkbox"/> |                                                             |                          |
| Others: _____                                                                   | <input type="checkbox"/> | 13. Contingency Plan for Control & Clean up of a Spill      | <input type="checkbox"/> |
| _____                                                                           | <input type="checkbox"/> |                                                             |                          |
| _____                                                                           | <input type="checkbox"/> | 14. Stone Cladding Replacement/Extinguishers                | <input type="checkbox"/> |
|                                                                                 |                          |                                                             |                          |
| 6. Equipment Certification                                                      |                          | 15. First Aid Kits on Site                                  | <input type="checkbox"/> |
| Trench Boxes                                                                    | <input type="checkbox"/> |                                                             |                          |
|                                                                                 |                          | 16. First Aiders on Staff                                   | <input type="checkbox"/> |
| Boom Cranes                                                                     | <input type="checkbox"/> | Names: _____                                                |                          |
| Scaffolds                                                                       | <input type="checkbox"/> |                                                             |                          |
| Others: _____                                                                   | <input type="checkbox"/> | 17. Fall Protection /Safety Harness                         | <input type="checkbox"/> |
| _____                                                                           | <input type="checkbox"/> |                                                             |                          |
| _____                                                                           | <input type="checkbox"/> | 18. Methane gas Detection in Sewer                          | <input type="checkbox"/> |
|                                                                                 |                          |                                                             |                          |
| 7. Provision of Hazardous Material Information to Contract                      | <input type="checkbox"/> | 19. Clean Up - Good Housekeeping                            | <input type="checkbox"/> |
| Confirmation of Employee Awareness of Hazardous Material                        | <input type="checkbox"/> |                                                             |                          |
| Asbestos                                                                        | <input type="checkbox"/> | 20. Weekly Safety Talks/Meetings                            | <input type="checkbox"/> |
| Lead                                                                            | <input type="checkbox"/> |                                                             |                          |
| PCB                                                                             |                          |                                                             |                          |
| Confirmation that Prime Contractor reviewed Asbestos Inventory at the work site | <input type="checkbox"/> | 21. Other Issues                                            | <input type="checkbox"/> |

SAMPLE ONLY





## APPENDIX E

### **Project Safety Plan Outline**

During the planning of each project, environmental and occupational health and safety issues will be assessed like any other key project component.

Prior to beginning a new project, tendering Contractors shall examine the work area to identify potentially hazardous site specific situations.

Once identified, these hazards should be prioritized on this Hazard Assessments/Project Safety Plan Outline and corrective *actions* noted to eliminate or control each hazard. The dates of when and names of the persons who are responsible for completing the *action* should also be assigned.

Copies of the completed Safety Plan Outline shall be submitted as part of the tender document submittal, sent to the HRSB Operations Services Regional Manager, made available on the job site and communicated to the workers.

---

---

Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Start date: \_\_\_\_\_

Project End date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Completed by: \_\_\_\_\_  
(Contractor's project manager)

Date: \_\_\_\_\_

Copy to: \_\_\_\_\_

**PLANNING:**

Does the Contractor's Occupational Health and Safety Program deal with the work activities associated with this project?    Yes                       No

Describe tasks to be undertaken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HAZARDS ASSESSMENT:**

Identify the hazards that could present themselves on this project (e.g. live electrical wires, over water, confined space, etc) and describe what steps will be taken to prevent an incident (e.g. cover up, de-energize, safe work practices, netting, etc). Prioritize from #1 as needing immediate action.

| #  | Hazard | Required Action | Completed by | Date |
|----|--------|-----------------|--------------|------|
| 1  |        |                 |              |      |
| 2  |        |                 |              |      |
| 3  |        |                 |              |      |
| 4  |        |                 |              |      |
| 5  |        |                 |              |      |
| 6  |        |                 |              |      |
| 7  |        |                 |              |      |
| 8  |        |                 |              |      |
| 9  |        |                 |              |      |
| 10 |        |                 |              |      |

**ENVIRONMENTAL ASSESSMENT:**

Identify the environmental issues that could present themselves on this project (e.g. oil spills, asbestos, etc.) and describe the action that will be taken to eliminate or reduce the risk of occurrence (e.g. mop kits, air sampling, etc.)

| # | Hazard | Required Action | Completed by | Date |
|---|--------|-----------------|--------------|------|
| 1 |        |                 |              |      |
| 2 |        |                 |              |      |
| 3 |        |                 |              |      |
| 4 |        |                 |              |      |
| 5 |        |                 |              |      |

**EMERGENCY RESPONSE:**

In the event of an incident, pre-plan the response and write up the procedures. Minimally, the following list should be completed and posted on site:

| Contact                 | Phone #  | Contact                 | Phone #        |
|-------------------------|----------|-------------------------|----------------|
| Fire                    | 911      | Poison Control          | 428-8161       |
| Ambulance               | 911      | Dangerous Goods         | 1-800-565-1633 |
| Doctor                  | 911      | Waste Disposal          |                |
| Police                  | 911      | Insurance               |                |
| HRSB Office             | 493-5110 | Min/Dept of Labour      | 1-800-952-2687 |
| Min./Dept.of Transport. |          | Min/Dept of Environment | 1-800-565-1633 |

- Identify and arrange source of first aid, ambulance and rescue.
- Accidents will be reported to: \_\_\_\_\_
- Accidents will be investigated by: \_\_\_\_\_
- Back-up call to: \_\_\_\_\_
- HRSB # emergency/after hours: day 493-5110 after 4:00 pm 442-2476



**SAFETY MEETINGS:**

On this project, given the nature of the work and the anticipated size of the work force, the following frequency will apply:

Site meetings \_\_\_\_\_

Site Audits \_\_\_\_\_

Follow up with HRSB Manager: \_\_\_\_\_

**SITE IMPLEMENTATION:**

- Health and Safety Rep & Safety Committee:  
Establish liaison between HRSB, Contractor, site administration  
First Aid, PPE, other safety items as required.
  
- Documentation:  
Applicable MSDS  
Safety program  
Applicable work procedures  
Permits  
First Aid Certification

**TRAINING:**

The following training/testing will be mandatory on site:

1) \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

\_\_\_\_\_

3) \_\_\_\_\_

\_\_\_\_\_

**TENTATIVE SCHEDULE OF WORK:**

- 1) Date Project Will Commence: \_\_\_\_\_
- 2) Number of Weeks to Complete Project: \_\_\_\_\_ weeks
- 3) Expected Completion Date: \_\_\_\_\_

***NOTE:***

***Within five (3) business days the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.***

## **APPENDIX F**

### ***CONTRACTOR'S CHECKLIST***

Enclose the following documents with your bid:

- Bid Security as required in Clause 1.3 (e)*** in the amount of 10% of the Contract Price (before HST).
- Contract Security for bids over \$100,000 as required in Clause 1.3 (f)***.
- Certificate of Insurance*** indicating a minimum of **\$5,000,000 Commercial General Liability Insurance** per occurrence and **Commercial Auto Liability Insurance** covering all owned, non-owned and hired vehicles for a minimum combined single limit of **\$2,000,000** per occurrence and **Builder's Risk Insurance** in the amount of the contract price.
- Tentative Work Schedule (Timelines)*** – Subsequently, within five (5) business days of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.
- Workers' Compensation Board Letter*** of Good Standing
- Certificate of Recognition from one of the seven safety audit companies that jointly sign with the WCB:***
  - East Coast Mobile Medical Inc.
  - HSE Integrated
  - Nova Scotia Construction Safety Association
  - Nova Scotia Trucking Safety Association
  - Occupational Health & Educational Services (2002) Inc.
  - Safety Services Nova Scotia
  - Stantec Inc.

This list can be found on WCB's website: [www.wcb.ns.ca](http://www.wcb.ns.ca).
- Completed HRSB Safety Plan***
- Applicable Warranty Information***



**Halifax Regional  
School Board**

## **Halifax West High School**

Halifax, Nova Scotia

# **STONE CLADDING REPLACEMENT**

## **SPECIFICATION**

**2015.05.12  
Comm. #149-12499-00**

**prepared by**

**ARCHITECTURE | 49**



**Specification Sections**

**Pgs**

Division 00 – Bid Documents

Division 01 - General Requirements

01 00 00 General Requirements 6

Division 02 - Existing Conditions

02 41 19 Selective Demolition 3

Division 04 - Masonry

04 05 00 Common Work Results for Masonry 5

04 05 12 Masonry Mortar and Grout 3

04 05 19 Masonry Anchorage and Reinforcing 3

04 05 23 Masonry Accessories 2

04 42 00 Exterior Stone Cladding 4

Division 07 - Thermal & Moisture Protection

07 21 29 Spray Insulation 10

07 92 00 Joint Sealants 7

**List of Drawings**

A1

A2

A3



## **1.0 SUMMARY OF WORK**

- .1 Description of the Work is to replace the Stone Cladding at the front entrance of the Halifax West School, which includes:
  - .1 Removal of existing stone cladding, ties and insulation, as indicated on drawings.
  - .2 Replacement of cladding; including stone, ties, and spray foam insulation as indicated.
  - .3 Existing air/vapour barrier to remain. Patch repair where required to maintain barrier seal.
  - .4 Removal and temporary storage and protection of school signage and reinstatement of signage once cladding is replaced.
  - .5 Removal and temporary storage and protection of flag pole, if required, for reinstatement once cladding is replaced.
- .2 Construct the work under a single Lump Sum Contract.
- .3 Contractor use of the premises will be to the designated area where the construction takes place.

## **2.0 WORK RESTRICTIONS**

- .1 Contractor is advised that the school may be occupied when work on this project takes place. Contractor to verify all areas of construction are securely fenced / partitioned to ensure that the health and safety of the students and staff are maintained during the construction period.
  - .2 Disruption of use of any exit is to be coordinated with school officials and a safety plan is to be put in place for alternate measures for exiting and safety.
  - .3 Contractor to ensure the least amount of noise disturbance during regular school hours.
  - .4 Where work involves breaking into or connecting to existing services such as mechanical and electrical; carry out work at times directed by HRSB, with minimum of disturbance to the daily operations. Provide five (5) days notice to the Owner prior to any interruption of existing services.
  - .5 Coordinate all sequencing of work with the Owner prior to the start-up of work.
  - .6 Hours of work in conformance with local authority having jurisdiction and to HRSB Instruction to Bidders.
-



- .7 Contractor to observe and maintain professional conduct around the construction site at all times.

### **3.0 SEQUENCE**

- .1 Intent is to limit the amount of disruption to the existing building and operation of same.
- .2 Contractor to provide a full sequencing plan and timeframe plan to the Owner prior to commencing construction.

### **4.0 HEALTH AND SAFETY FOR CONSTRUCTION SITES**

- .1 Refer to HRSB Standards.

### **5.0 PROJECT MANAGEMENT AND COORDINATION**

- .1 Establish an organization & start-up meeting; agenda to include the following:
  - .1 Schedule of work, progress billing
  - .2 Schedule of submission of shop drawings
  - .3 Establishment of long term delivery items
  - .4 Site security and site safety requirements
  - .5 Environmental air quality protection
  - .6 Proposed changes, procedures, and mark-up submittals
  - .7 Record drawings and/or maintenance manuals submittals
  - .8 Insurances and transcript of policies
- .2 Establish project meetings on a regular basis to ensure construction and budget schedule that was originally established is maintained.

### **6.0 SUBMITTALS**

- .1 Provide shop drawings indicating materials, methods of construction, attachment and erection diagram necessary for completion of the work.
  - .2 Provide any samples requested as per the documents.
  - .3 Prior to submission to the Consultant, ensure that the shop drawing has been reviewed to ensure all field dimensions and data have been included, and ensure that the Contractor stamps the drawing to verify review of same.
-

- .4 Provide four (4) copies of the shop drawing or product data sheet.

## **7.0 PAYMENT PROCEDURES**

- .1 Progress payment as per Owner Agreement.
- .2 Payment of holdback upon substantial performance of work.
  - .1 After issuance of certificate of Substantial Performance of Work:
    - .1 Submit an application for payment of holdback amount.
    - .2 Submit sworn statement, Statutory Declaration CCDC 9A-2001, which accounts for labour, subcontracts, products, construction machinery and equipment, and other indebtedness that may have been incurred in Substantial Performance of Work and for which the Owner might in any way be held responsible, have been paid in full, except for amounts properly retained as holdback or as identified amount in dispute.
    - .3 Submit Nova Scotia GST clearance certificate.
  - .2 After receipt of application for payment and sworn statement, the Owner will issue certificate of payment of holdback amount.

## **8.0 WASTE MANAGEMENT AND DISPOSAL**

- .1 Reuse, recycle and reduce the materials where possible.
- .2 Contractor to dispose of all waste materials in a designated land fill approved by the authority having jurisdiction.

## **9.0 QUALITY CONTROL**

- .1 Independent inspection testing agencies may be engaged by the Owner to ensure the materials and methods specified are being provided to the Owner; costs of such sources will be borne by the Owner. If defects are encountered and further testing is required, costs to be borne by the Contractor.

## **10.0 TEMPORARY CONSTRUCTION UTILITIES & CLOSURES**

- .1 Contractor to provide staging around the area of Work. Staging to have enclosure at ground level for security purposes.
    - .1 Ensure enclosure remains clear from entrance doors for safety of students, and does not hinder or reduce the exiting of the students in an emergency situation.
-

- .2 Provide an area for the Subcontractors for equipment, tools and material storage. Locate trailers and/or lockable waterproof sheds on site as per HRSB Project Manager's instructions.
- .3 Provide sanitary facilities in accordance with local authority having jurisdiction.

## **11.0 PROGRESSIVE CLEANLINESS & RESTORATION OF DAMAGE**

- .1 Maintain Work daily in tidy condition, free from accumulation of waste products and debris. Remove waste material and debris from site at end of each working day, and dispose of off-site. Ensure permits are obtained from authorities having jurisdiction for disposal of waste and debris.
- .2 Provide on-site containers for collection of waste materials and debris, and provide clearly marked separate bins for recycling.

## **12.0 CLOSE OUT PROCEDURES**

- .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 Washing exterior paved / concrete surfaces soiled by work of this contract.
    - .2 Removing of visible manufacturer's labels left on materials, components and equipment.
  - .2 Submittals:
    - .1 Submit with application for release of final payment:
      - .1 Final project record drawings including any shop drawings.
      - .2 Performance bonds which shall remain in effect for one year after takeover date.
      - .3 Completed Liability Insurance Policy extended for one year over date.
      - .4 Written guarantee covering all workmanship and materials used in the work.
      - .5 Certificate from Worker's Compensation Board.
      - .6 Maintenance Bonds as specified.
  - .3 Substantial performance and final inspection procedures.
    - .1 Provide:
      - .1 An inspection of the work, identify deficiencies and defects; repair as required. Notify the consultants in writing and request Substantial Performance Final Inspection.
-

- .2 Present at the Substantial Performance Inspection will be:
    - .1 The consultants and his sub-consultants that he requires and notifies.
    - .2 The Owner and his consultants upon notification by the design builder.
    - .3 The design builder and such sub-contractors that he considers are required.
  - .3 The Contractor will compile a Substantial Performance deficiency list at this inspection and issue it to the Owner and his consultants.
  - .4 Upon the Owner's completion of the deficiencies, the design builder shall submit an application for final payment and a certificate for payment issued by the consultant.
  
  - .4 Substantial performance:
    - .1 The owner will issue a Certificate of Substantial Performance when satisfied outstanding deficiencies noted during inspections prior to the Substantial Performance inspection have been corrected, and the work is substantially performed.
    - .2 The owner reserves the right to occupy and use portions of the building(s), whether partially or entirely completed, or whether completed on schedule or not, provided such occupancy does not interfere with the Design Builders continuing work. Partial occupancy or installation by the Owner of his equipment shall not imply acceptance of Substantial Performance, in whole or in part, nor shall it imply acknowledgement that terms of the agreement are fulfilled.
    - .3 The Certificate of Substantial Performance will be attached to the list of remaining deficiencies to be rectified before final acceptance.
    - .4 Make submissions specified in this section.
  
  - .5 Completion certificate:
    - .1 The owner will issue a Certificate of Performance when he is satisfied that outstanding deficiencies noted during inspections have been corrected and the work is complete.
    - 2 A list of remaining deficiencies to be rectified before final acceptance will be attached to the completion certificate.
    - .3 Make submissions specified in this section.
  
  - .6 Warranties:
    - .1 Establishment of warranties:
      - .1 Warranties shall commence on date of approval of the Substantial Performance Certificate.
    - .2 Warranty period:
      - .1 The Owner will notify the design builder of defects observed during warranty period and request him to remedy the defects in accordance with the contract documents.
-

- .2 Thirty days before the expiration of warranties, the Owner and the design builder will inspect the work as arranged by the design builder noting defects of products and workmanship.
- .3 The designer builder shall immediately remedy such noted defects.

END OF SECTION

---

The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable drawings and amendments are part of and are to be read in conjunction with this Section

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF THIS SECTION**

- .1 As summarized and described herein, but not restricted to the following:
  - .1 Removal of stone cladding including stone, ties, etc., as indicated.
  - .2 Removal of existing insulation behind cladding.
  - .3 Removal and storage, as required, of flag pole for later reinstatement.
  - .4 Removal and storage of signage (attached to stone cladding), for later reinstatement.

### **1.2 REFERENCES**

- .1 Canadian Federal Legislation
  - .1 Canadian Environmental Protection Act (CEPA), 1999.
  - .2 Canadian Environmental Assessment Act (CEAA), 2012.
  - .3 Motor Vehicle Safety Act (MVSA), latest update 2014.

### **1.3 AREAS TO BE PROTECTED DURING DEMOLITION**

- .1 Perform all work in accordance with Section 01 00 00 General Requirements.
  - .2 Existing entrance adjacent Work must remain intact and operational during the demolition process unless noted otherwise. Contractor to keep the area clear from debris and not interfere with entrance/exit to the building by students and staff.
  - .3 Do not dispose of waste of volatile materials such as, mineral spirits, oil, petroleum based lubricants, or toxic cleaning solutions into watercourses, storm or sanitary sewers. Verify that proper disposal procedures are maintained throughout the project.
  - .4 Do not pump water containing suspended materials into watercourses, storm or sanitary sewers or onto adjacent properties.
  - .5 Control disposal or runoff of water containing suspended materials or other harmful substances in accordance with local authorities.
-

## **PART 2 - PRODUCTS**

### **2.1 EQUIPMENT**

- .1 Equipment and heavy machinery used to meet or exceed all applicable emission requirements.
- .2 All saw-cutting equipment utilized in this project must be electric; no gas operated equipment.

## **PART 3 - EXECUTION**

### **3.1 PREPARATION**

- .1 Inspect site with Consultant and verify extent and location of items designated for removal, disposal, alternative disposal, recycling, salvage and items to remain.
- .2 Locate and protect utilities. Preserve active utilities traversing site in operating condition.
- .3 Notify and obtain approval of utility companies before starting demolition.

### **3.2 SAFETY CODE**

- .1 Do demolition work in accordance with Section 01 00 00 General Requirements.
- .2 Confined space requirements in accordance with Nova Scotia Occupational and Health Safety Act.

### **3.3 DEMOLITION - GENERAL**

- .1 At end of each day's work, leave work in safe and stable condition. Protect interiors of parts not to be demolished from exterior elements at all times.
- .2 Demolish stone wall in pieces suitable for disposal.
- .3 Remove and dispose of demolished materials except where noted otherwise and in accordance with authorities having jurisdiction.

### **3.4 SEQUENCES OF OPERATION**

- .1 Schedule demolition to create the least amount of disturbance to the operation of the school.
-

- .2 All materials deemed reusable are to be removed by this Section and stored on site for inspection by the consultants. Debris is to be immediately taken away. All access and firefighting lanes and parking areas must be kept clear at all times.
- .3 Temporary enclosures are to be erected to protect the public during the deconstruction stage. Refer to Section 01 00 00 General Requirements.
- .4 Remove existing stone cladding system:
  - .1 Remove stone cladding components as indicated, including all ties, wires, steel brackets, etc. Refer to drawings for extent.
  - .2 Remove existing insulation behind stone cladding.
  - .3 Existing air/vapour barrier to remain.
  - .4 Carefully remove school signage, and store and protect from damage, for reinstatement once stone cladding replacement work is complete.
  - .5 Carefully remove flag pole. Re-install once stone cladding replacement work is complete. Store and protect from damage.
- .5 Disposal of Material:
  - .1 Dispose of materials not designated for salvage or reuse off site at authorized facilities and in accordance with the requirements of the Nova Scotia Department of Environment and Labour.
  - .2 Do not stockpile debris on site, remove from site immediately.

### **3.5 RESTORATION**

- .1 Restore areas and existing works outside areas of demolition to match condition of adjacent, undisturbed areas.
- .2 Existing air/vapour barrier to remain. Patch repair air/vapour barrier as required to restore proper seal.

### **3.6 CLEANUP**

- .1 Upon completion of work, remove debris, trim surfaces and leave work site clean.
- .2 Use only cleaning solutions and procedures which are not harmful to health, are not injurious to plants, and do not endanger wildlife, adjacent water courses or ground water.

END OF SECTION

---





The Executed Agreement including General Conditions and supplementary conditions, Division 01, applicable drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to:
  - .1 Provide dimensioned/field stone for exterior wall to replace existing stone, as indicated.
    - .1 Also refer to Section 04 42 00 Exterior Stone Cladding.
  - .2 Provide mortar and grout, reinforcing and accessories for the above noted masonry systems.
    - .1 Also refer to Sections 04 05 12 Masonry Mortar and Grout, 04 05 19 Masonry Anchorage and Reinforcing, and 04 05 23 Masonry Accessories.

### **1.2 REFERENCES**

- .1 Canadian Standards Association (CSA):
  - .1 CAN/CSA A165 Series-14, Standards on Concrete Masonry Units
  - .2 CAN/CSA A179-14, Mortar and Grout for Unit Masonry.
  - .3 CAN/CSA A371-14, Masonry Construction for Buildings.
  - .4 CSA S478-95 (R2007), Guideline on Durability in Buildings.

### **1.3 SUBMITTALS**

- .1 Refer to submittal requirements in individual technical Masonry sections.

### **1.4 ENVIRONMENTAL REQUIREMENTS**

- .1 Cold Weather:
  - .1 Supplement Clause 5.15.2 of CSA A371 with following requirements:
    - .1 Maintain temperature of mortar between 5°C and 50°C until used.
    - .2 Prepare mortar by heating sand slowly and evenly. Do not use scorched sand in mortar.
    - .3 Prepare mortar with heated water to 70°C max. 20°C min.
    - .4 Do not wet masonry.
    - .5 When air temperature is below -4°C maintain air temperature above 0°C on both sides of walls during operation and for a period of 24 hours after. Erect wind-breaks to prevent differential freezing of walls.
    - .6 Temporary enclosure to be provided, if required in cold weather, during the installation and for a defined period as per the above standard after the Work is completed.

- .2 Hot Weather:
  - .1 Protect freshly laid masonry from drying too rapidly, by means of waterproof, non-staining coverings.

### **1.5 WASTE MANAGEMENT**

- .1 Separate and recycle waste materials in accordance with Section 01 00 00 General Requirements.

### **1.6 DELIVERY, STORAGE AND PROTECTION OF PRODUCT**

- .1 Deliver and store materials in compliance with Section 01 00 00 General Requirements.
- .2 Comply with manufacturer's recommendations for handling, storage and protection during installation.
- .3 Protect and store materials off the ground, away from physical damage and from becoming wet, soiled or covered with ice or snow before, during and after installation.
- .4 Label packages to include material name, production date and/or product code.
- .5 Maintain temperature of sand and water for use in mortar between 5°C and 50°C until used.
- .6 Keep masonry dry, using waterproof, non-staining coverings that extend over walls and down sides sufficient to protect walls from wind driven rain, until masonry Work is completed and protected by flashings or other permanent construction.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 Masonry materials, mortar, grout, reinforcing and accessories are specified in related Sections.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- .1 Prior to proceeding with installation of concrete masonry, Contractor to review the concrete floor slab and steel structure. Report any differences to the Consultant. Do not commence Work until any remedial Work is completed.
-

### **3.2 PREPARATION OF SITE**

- .1 Provide temporary bracing of masonry work during and after erection until permanent lateral support is in place.

### **3.3 INSTALLATION**

- .1 Do masonry work in accordance with CSA A371 except where specified otherwise.
  - .1 Site tolerances as noted in CSA A371.
- .2 Build masonry plumb, level, and true to line, with vertical joints in alignment.
- .3 Layout coursing and bond to achieve correct coursing heights, and continuity of bond above and below openings, with minimum of cutting.

### **3.4 CONSTRUCTION**

- .1 Exposed masonry:
    - .1 Remove and replace all stone in the area as indicated on the drawing.
  - .2 Jointing:
    - .1 Allow joints to set just enough to remove excess water, then tool with round jointer to provide smooth, joints true to line, compressed use, uniformly concave joints unless otherwise noted.
  - .3 Cutting:
    - .1 Cut out for electrical switches, outlet boxes, and other recessed or built-in objects.
    - .2 Make cuts straight, clean, and free from uneven edges.
  - .4 Building-In:
    - .1 Build in items including pressed steel frames required to be built in to masonry.
    - .2 Prevent displacement of built-in items during construction. Check plumb, location and alignment frequently, as work progresses.
    - .3 Brace door jambs to maintain plumb. Fill spaces between jambs and masonry with mortar.
  - .5 Provision for movement:
    - .1 Leave 6 mm space between top of non-load bearing walls and partitions and structural elements. Do not use wedges.
    - .2 Built masonry to tie in with stabilizers, with provision for vertical movement.
  - .6 Control joints:
    - .1 Provide continuous control joints as indicated.
    - .2 Incorporate vertical shrinkage control joints in walls of which concrete masonry units are a part.
-

- .3 Install control joints on line of door opening jambs from head to top of wall. Cut false joints in concrete and block lintels exposed to view, to line up with control joints.
- .4 Install control joints at junctions of walls and columns and wherever indicated on drawings, and otherwise in walls with no openings, at a maximum spacing of 30'-0" o.c. Carry joints full of height of walls.
- .5 Ensure complete vertical separation through walls incorporating control joints. Make control joint 1/2" wide, rake back 3/4" at junctures with concrete, and leave joints free and wide clear for caulking, as specified in Section 07 92 00 Joint Sealants.
  
- .7 Coursing:
  - .1 Provide common bond or stack bond coursing as indicated.
  
- .8 Masonry Flashing:
  - .1 Apply through wall flashing and damp proofing coursing membrane in accordance with CSA A371.
  - .2 Install flashing under exterior masonry bearing on foundation walls or slabs. Install flashing under weep hole courses. Secure to air vapour barrier at walls.
  - .3 Cavity wall applications to form a continuous flashing membrane. Carry flashing from front edge of masonry, under outer wythe, then up backing, not less than 8" (200 mm).
  - .4 At the end of each day's Work, seal the top edge of the membrane where it meets the substrate using liquid air seal mastic. Trowel apply a feathered edge to seal termination and shed water.
  - .5 Through wall flashing membrane to extend fully to the exterior face of the interior wythe or substrate face. At locations where flashing terminates or intersects wall openings including door frames, "end dam" flashing to protect openings and redirect water out.

### **3.5 WEEP HOLES AND CELL VENTS**

- .1 Install weeps in vertical joints immediately over flashing, in exterior wythes of cavity wall construction.
- .2 Maximum horizontal spacing of 24" o.c.
- .3 Set weep hole to drain at bed level and at third level.
- .4 Weep holes to be clear of mortar and free flowing.
- .5 Install cavity vents at top of each cavity space

### **3.6 COMPRESSIBLE JOINT FILLER**

- .1 Follow manufacturer's written instructions for installation.
-

**3.7 MORTAR CONTROL**

- .1 Install mortar dropping collection mesh to manufacturer's written instructions.

**3.8 PROTECTION**

- .1 Protect masonry and other work from marking and other damage. Protect completed work from mortar droppings. Use non-staining coverings.

**3.9 CLEANING**

- .1 Perform cleaning after installation to remove construction and accumulated environmental dirt.
- .2 Upon completion of installation, remove surplus materials, rubbish, tools and equipment barriers.

END OF SECTION

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The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable Drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to the following:
  - .1 Provide mortar and grout for stone masonry.
  - .2 This section to be read in conjunction with Section 04 05 00 Common Work Results for Masonry.

### **1.2 REFERENCES**

- .1 Canadian Standards Association (CSA)
  - .1 CSA A23.1-09/A23.2-09, Concrete Materials and Methods of Concrete Construction/Test Methods and Standard Practices for Concrete.
  - .2 CAN/CSA-A371-14, Masonry Construction for Buildings
  - .3 CSA A3000-13, Cementitious Materials Compendium

### **1.3 SUBMITTALS**

- .1 Product Data:
  - .1 Submit manufacturer's printed product literature, MSDS sheets, specifications and data sheets in accordance with Section 01 00 00 General Requirements.
  - .2 Include design mix, indicate whether the Proportion or Property Specification of CAN/CSA-A179 is to be used, required environmental conditions, and admixture limitations.
- .2 Reports:
  - .1 If requested submit reports on mortar indicating conformance of mortar to property requirements of CAN/CSA-A179, component mortar materials to requirements of CAN/CSA-A179 and test and evaluation reports to CAN/CSA-A179.
  - .2 If requested submit reports on grout indicating conformance of component grout materials to requirements of CAN/CSA-A179 and test and evaluation reports to CAN/CSA-A179.
- .3 Samples
  - .1 Submit one (1) sample of each grout, illustrating colour.

### **1.4 ENVIRONMENTAL REQUIREMENTS**

- .1 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of materials.
-



- .2 Cold and Hot Weather Requirements: Refer to CAN/CSA-A371, and Section 04 05 00 Common Work Results for Masonry.

### **1.5 DELIVERY, STORAGE AND PROTECTION OF PRODUCT**

- .1 Deliver and store materials in compliance with Section 01 00 00 General Requirements.
- .2 Comply with manufacturer's recommendations for handling, storage and protection during installation.
- .3 Protect and store materials off the ground, away from physical damage and from becoming wet, soiled or covered with ice or snow before, during and after installation.
- .4 Label packages to include material name, production date and/or product code.

### **1.6 QUALITY ASSURANCE/QUALITY CONTROL**

- .1 Applicator must be a company specializing in performance of work of this section with three (3) years experience at installation of mortar and grout.

### **1.7 WASTE MANAGEMENT**

- .1 Separate and recycle waste materials in accordance with Section 01 00 00 General Requirements.

### **1.8 TESTING OF PRODUCT**

- .1 Refer to Section 01 00 00 for Quality Control.
- .2 Test mortar and grout mix to CAN/CSA-A179.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 General:
    - .1 Cementitious Material: CAN/CSA-A179.
    - .2 Portland Cement: CAN/CSA-A3000.
    - .3 Water: Clean and potable.
    - .4 Mortar and Grout Aggregate: to CAN/CSA-A179, fine aggregate.
    - .5 Use same brands of materials and source of aggregate for entire project.
-

- .2 Mortar Mix:
  - .1 Mix mortar ingredients to CAN/CSA-A179 in quantities needed for immediate use, using only dry ingredients.
  - .2 Do not use antifreeze liquids, calcium chloride, frost inhibitors based on calcium chloride, salts or other substances used for lowering the freezing point or accelerating setting time.
  - .3 If moisture is lost by evaporation, re-temper with water in quantities and at intervals sufficient to restore workability as directed by the manufacturer.
  - .4 Use mortar within 1-1/2 hours after mixing at temperatures of 25°C or higher, or 2-1/2 hours at temperatures less than 25°C within period specified by mortar manufacturer.
  
- .3 Mortar Types: to CAN/CSA A179:
  - .1 Type S:
    - .1 For stone, loadbearing and below grade masonry walls
    - .2 Compressive Strength: 1800 psi
    - .3 Colour: Natural Grey at concealed locations; at exposed locations chosen by Consultant from full colour range.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION AND INSTALLATION**

- .1 Refer to Section 04 05 00 Common Work Results for Masonry.

END OF SECTION

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The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable Drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to the following:
  - .1 Provide masonry reinforcement and connectors for masonry.
  - .2 This section to be read in conjunction with Section 04 05 00 Common Work Results for Masonry.

### **1.2 REFERENCES**

- .1 Canadian Standards Association (CSA):
  - .1 CAN/CSA A370-14, Connectors for Masonry.
  - .2 CAN/CSA A371, Masonry Construction for Buildings.
  - .3 CSA S304.1-14, Design of Masonry Structures.
- .2 National Building Code of Canada (NBC) 2010.

### **1.3 SUBMITTALS**

- .1 Product Data:
  - .1 Submit manufacturer's printed product literature including installation instructions, MSDS sheets, specifications and data sheets in accordance with Section 01 00 00 General Requirements.
- .2 Samples
  - .1 Submit one (1) sample of all masonry reinforcing accessories, fasteners, etc. if requested.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 Masonry Anchors for stone veneer to concrete wall backup:
    - .1 Components:
      - .1 1½" wide x 3/16" thick Type 304 Stainless Steel strap with 2" vertical leg, horizontal leg length to suit wall cavity. Provide holes for fasteners and dowels.
      - .2 ¼" dia. x 4" long Type 304 Stainless Steel dowels, set into stones above and below strap anchor.
    - .2 Finish: All Stainless Steel components; Type 304 Stainless Steel to ASTM A666.
-

## **2.2 FASTENERS**

- .1 Connect anchors to backup concrete wall using 3/8" dia. torque controlled expansion anchors, minimum embedment of 2" into concrete.
- .2 Fasteners to be Type 304 Stainless Steel.

## **2.3 FABRICATION**

- .1 Masonry reinforcing and connectors to be done in accordance with CSA S304.1 and NBCC 2010.
- .2 Fabricate connectors in accordance with CAN/CSA A370.
- .3 Ship connectors, clearly identified in accordance with Drawings.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- .1 Prior to placing mortar, obtain Consultant's approval of placement of reinforcement and connectors.

### **3.2 GENERAL INSTALLATION**

- .1 Install masonry connectors in accordance with CSA A370, CSA A371 and CSA S304.1.
- .2 Prior to placing mortar, obtain Consultant's approval of placement of connectors.

### **3.3 INSTALLATION**

- .1 Lateral Support and Anchorage:
  - .1 Provide lateral support angles and anchorage in accordance with drawings and specifications in accordance with CSA A370, CSA A371 and CSA S304.1.
  - .2 Drill 3/8" dia. holes in stones. Aligned with hole in strap anchor.
  - .3 Provide sealant in holes drilled in stones.
  - .4 Set dowels through 3/8" dia. hole in strap anchor.
  - .5 Refer to detail on drawings.
  - .6 Anchors to be installed as follows:
    - .1 16" on center vertically.
    - .2 32" on center horizontally.
    - .3 12" on center horizontally at last row of anchors at top of wall.

- .7 Verify the top course of the wall is supported and tied to the structure.
- .8 Provide masonry anchorage ties to concrete wall in strict accordance with manufacturer's recommendations.
- .9 Coordinate erection of masonry assemblies with installation of lateral support and anchorage.

### **3.4 FIELD BENDING**

- .1 Do not field bend connectors except where indicated or authorized by Consultant.
- .2 When field bending is authorized, bend without heat, applying a slow and steady pressure.
- .3 Replace connectors which develop cracks or splits.

END OF SECTION

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The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable Drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to the following:
  - .1 Provide masonry accessories.
  - .2 This section to be read in conjunction with Section 04 05 00 Common Work Results for Masonry

### **1.2 REFERENCES**

- .1 American Society for Testing and Materials International (ASTM):
  - .1 ASTM D2240-05(R2010), Test Method for Rubber Property 8212; Durometer Hardness
  - .2 ASTM D1056-07, Flexible Cellular Materials 8212; Sponge or Expanded Rubber
- .2 Canadian Standards Association (CSA):
  - .1 CAN/CSA A371-14, Masonry Construction for Buildings.

### **1.3 SUBMITTALS**

- .1 Product Data:
  - .1 Submit manufacturer's printed product literature, including installation instructions, MSDS sheets, specifications and data sheets in accordance with Section 01 00 00 General Requirements.

### **1.4 DELIVERY, STORAGE AND PROTECTION OF PRODUCT**

- .1 Deliver and store materials in compliance with Section 01 00 00 General Requirements.
  - .2 Comply with manufacturer's recommendations for handling, storage and protection during installation.
  - .3 Protect and store materials off the ground, away from physical damage and from becoming wet, soiled or covered with ice or snow before, during and after installation.
  - .4 Label packages to include material name, production date and/or product code.
-



## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 Control Joint Filler:
  - .1 Continuous, conforming to ASTM D2287, durometer hardness of 85 when tested with ASTM D 2240, size and shape indicated.
  - .2 Approved manufacturer:
    - .1 Hohmann & Barnard, VS Series PVC control joint.
    - .2 Blok-Lok, VS Series Control Joint.
- .2 Weep Hole and Cell Vents:
  - .1 Purpose-made PVC
  - .2 Approved Manufacturer:
    - .1 Hohmann & Barnard, QV Quadro-Vent Cellvents
    - .2 Blok-Lok, Cellvent Weephole
- .3 Compressible Joint:
  - .1 Closed cell neoprene conforming to ASTM D1056, Grade 2A1.
  - .2 Approved Manufacturer:
    - .1 Hohmann & Barnard, NS Closed Cell Neoprene Sponge Soft Joint
- .4 Mortar Control Device:
  - .1 Approved Manufacturers:
    - .1 Mortor Break II by Advanced Building Products
    - .2 Mortar Trap Hohmann & Barnard
- .5 Masonry Through Wall Flashing:
  - .1 Self-adhering sheet membrane c/w a cross laminated polyethylene film:
    - .1 Thickness: 1 mm (40 mils) minimum
    - .2 Tensile strength (film): 800 psi, 5520 kPa min.
    - .3 Approved Manufacturers:
      - .1 Bakor Blueskin TWF
      - .2 Grace Membrane Systems: Perm-a-barrier wall flashing
      - .3 Hohmann & Barnard Flex Flash Flashing

## **PART 3 - EXECUTION**

### **3.1 INSTALLATION**

- .1 Refer to Section 04 05 00 Common Work Results for Masonry.

END OF SECTION

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The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable Drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to the following:
  - .1 Provide replacement exterior field/dimension stone wall.
  - .2 This section to be read in conjunction with Section 04 05 00 Common Work Results for Masonry.

### **1.2 REFERENCES**

- .1 American Society for Testing and Materials International (ASTM):
  - .1 ASTM C150/C150M-12, Standard Specification for Portland Cement.
  - .2 ASTM C207-06(2011), Standard Specification for Hydrated Lime for Masonry Purposes.
  - .3 ASTM C568/C568M-10 Standard Specification for Limestone Dimension Stone.
  - .4 ASTM C1242-12ae1, Standard Guide for Selection, Design and Installation of Dimension Stone Attachment Systems
- .2 Canadian Standards Association (CSA):
  - .1 CAN/CSA-A179-14, Mortar and Grout for Unit Masonry
  - .2 CAN/CSA-A370-14, Connectors for Masonry
  - .3 CAN/CSA-A371-14, Masonry Construction for Buildings
  - .4 CSA A3000-13, Cementitious Materials Compendium

### **1.3 SUBMITTALS**

- .1 Product Data:
  - .1 Submit manufacturer's printed product literature, including installation instructions and data sheets in accordance with Section 01 00 00 General Requirements.
- .2 Shop Drawings:
  - .1 Provide shop drawing establishing coursing widths, repetitive courses from 50mm to 200mm, c/w anchoring devices.
- .3 Samples:
  - .1 Submit one (1) sample each of field/dimension stone.

### **1.4 MOCK-UP**

- .1 Refer to Section 01 00 00 General Requirements for requirements of mock-up.
-

- .2 Locate where directed by Consultant.
- .3 Allow 48 hours for field review of mock-up by Consultant.
- .4 Contractor to proceed once the testing is complete and written approval has been received by the Consultant.
- .5 When accepted, mock-up will demonstrate minimum standard for this work. Approved mock-up may remain as part of the Work.
- .6 Provide one mock-up of exterior stone assembly wall.
  - .1 Size mock up to be 4' x 4' minimum.

## **1.5 WASTE MANAGEMENT**

- .1 Separate and recycle waste materials in accordance with Section 01 00 00 General Requirements.

## **1.6 DELIVERY, STORAGE AND PROTECTION OF PRODUCT**

- .1 Deliver and store materials in compliance with Section 01 00 00 General Requirements.

## **1.7 QUALITY ASSURANCE/QUALITY CONTROL**

- .1 Obtain stone from single quarry source with resources to provide materials of specified of consistent quality and similar colour range.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS**

- .1 Stone:
    - .1 Local "Bluestone", as per existing.
    - .2 Size: various stone sizes, as per existing.
    - .3 Finish: rock faced finish, as per existing.
    - .4 Manufacturers:
      - .1 Stone Depot
      - .2 Stone Gallery
  - .2 Refer to Section 04 05 19 for anchors and ties.
-

### **PART 3 - EXECUTION**

#### **3.1 INSTALLATION OF STONE**

- .1 Existing stone may be reused if clean and undamaged, and old mortar cut away to provide firm and solid bearing for new work.
  - .2 Clean stone by washing with water before laying.
  - .3 Lay rough stone in accordance with Section 04 05 00 - Common Work Results for Masonry as follows:
    - .1 Lay heavy stones and projecting stones after mortar in courses below has hardened sufficiently to support weight.
    - .2 Prop and anchor projecting stones until wall above is set.
    - .3 Coursing of stone as per manufacturer's standard with various coursing widths. Prior to establishing coursing widths, provide shop drawing to consultant.
    - .4 Grain of stone always to be laid horizontally.
    - .5 Stones to overlap at 90° at corners.
  - .4 Set large stones on water soaked softwood wedges to support stone in proper alignment until mortar has set. Remove wedges when dry, do not break off, grout holes with matching mortar.
  - .5 Use "S" type mortar.
  - .6 Remove mortar droppings and splashings from face of stone before mortar is set. Sponge stone free of mortar along joints as work progresses.
  - .7 Rake joints to depth of ½" after initial set has occurred to struck flush with stone surface finish.
  - .8 Use non staining grout.
  - .9 Use anchors and fasteners described in Section 04 05 19 Masonry Anchorage and Reinforcing.
  - .10 Stone Coursing:
    - .1 The Bluestone coursing, different sizes in heights as noted, with a bed depth of approximately 100 mm to 125 mm.
    - .2 Lay stone in an ashlar pattern.
    - .3 This material is sawn on the top and bottom. The face and back are split. The approximate lengths of the pieces vary from 150 mm to 600 mm. Dress all the face of the stone or a percentage of the face of the stone. Run a chisel around the outside face of the stone, giving the stone a slight belly.
-

**3.2 CLEANING**

- .1 After mortar has completely set brush stone work with stiff brush using mild alkaline abrasive cleaner that contains no caustic or harsh fillers.
- .2 Rinse with clear water to remove foreign matter.
- .3 Remove and clean any mortar residue or droppings.

END OF SECTION

The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable Drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to:
  - .1 Confirm compatibility and installation of air vapour barrier over substrate materials.
  - .2 Provide spray application of polyurethane foam insulation as thermal barrier as indicated.
    - .1 Areas of sprayed insulation include exterior envelope systems.
    - .2 Provide foamed-in-place insulation at junctions of dissimilar wall and roof materials to achieve a thermal and air barrier as indicated.

### **1.2 REFERENCES**

- .1 American Society for Testing and Materials International (ASTM):
    - .1 ASTM C518-10, Test Method for Steady State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus
    - .2 ASTM C1338-08, Test Method for Determining Fungi Resistance of Insulation Materials and Facings
    - .3 ASTM D1621-10, Standard Test Method for Compressive Properties of Rigid Cellular Plastics.
    - .4 ASTM D1622-08, Standard Test Method for Apparent Density of Rigid Cellular Plastics.
    - .5 ASTM D1623-09, Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics
    - .6 ASTM D2126-09 Test Method for Response of Rigid Cellular Plastics to Thermal and Humid Aging
    - .7 ASTM D2842-12, Test Method for Water Absorption of Rigid Cellular Plastics
    - .8 ASTM E96/E96M-12, Test Methods for Water Vapor Transmission of Materials
  - .2 Canadian Urethane Foam Contractors Association (CUFCA):
    - .1 Manual for Installers of Spray Polyurethane Foam Thermal Insulation. Quality Assurance Program, 2011.
  - .3 National Energy Conservation Association (NECA):
  - .4 Canadian Standards & Underwriters Laboratories of Canada (ULC):
    - .1 CAN/ULC S102-10, Surface Burning Characteristics of Building Materials and Assemblies.
    - .2 CAN/ULC S705.1-01, Standard for Thermal Insulation Spray Applied Rigid Polyurethane Foam, Medium Density, Material
-

- .3 CAN/ULC S705.2-05, Thermal Insulation Spray Applied Rigid Polyurethane Foam, Medium Density, - Application

### **1.3 SUBMITTALS**

- .1 Product Data:
  - .1 Submit manufacturer's printed product literature, MSDS sheets, specifications and data sheets in accordance with Section 01 00 00 General Requirements.
    - .1 Submit manufacturer's printed product literature, specifications and datasheet and include product characteristics, performance criteria finish and limitations.
    - .2 Manufacturer's Instructions: submit manufacturer's installation instructions and special handling criteria, installation sequence and cleaning procedures for spray applied insulation.
  - .2 Submit a laboratory report for adhesion compatibility of flashing membranes, coatings and substrates.
  - .3 Submit from the manufacturer a conformity certification to NBC 2010 of the polyurethane foam system.
  - .4 Manufacturer's Field Reports: submit manufacturer's reports and third party written reports within three (3) days review of site, verifying compliance of Work.

### **1.4 ENVIRONMENTAL REQUIREMENTS**

- .1 The product to not have any CFC or HCFC or any depletion substance affecting the Ozone layer.
- .2 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of materials.
- .3 Execute the work of this section when the temperature of the air and substrate are within the limits of the data sheet supplied by the manufacturer.
- .4 Apply the spray foam only when the relative humidity is lower than eighty percent (80%).
- .5 Contractor to ensure proper ventilation in areas where installed, interior or exterior, within a hoarding.

### **1.5 SAFETY REQUIREMENTS**

- .1 Apply insulation to manufacturer's written instructions including safe work environment requirements.
-

- .2 Protect workers as recommended by CAN/ULC S705.2 and manufacturer's recommendations.
- .3 Workers must wear gloves, respirators, dust masks, long sleeved clothing, eye protection and protective clothing when applying foam insulation.
- .4 Workers must not eat, drink or smoke while applying foam insulation.
- .5 Protect workers as recommended by standards and manufacturer's recommendations.

## **1.6 WASTE MANAGEMENT**

- .1 Separate and recycle waste materials. Refer to Section 01 00 00 General Requirements.

## **1.7 DESIGN CRITERIA**

- .1 Materials of this section to provide continuity of the vapour barrier and thermal insulation at the building enclosure in conjunction with thermal materials and membranes.

## **1.8 PERFORMANCE CRITERIA**

- .1 Applicators to conform to CUFCA Quality Assurance Program. Alternately, licensed applicators can conform to a Quality Assurance Program managed by the insulation manufacturer provided that program follows the requirements of CAN/ULC S705.1 and CAN/ULC S705.2 and meets the other quality assurance requirements of this specification.

## **1.9 DELIVERY, STORAGE AND PROTECTION OF PRODUCT**

- .1 Deliver and store materials in compliance with Section 01 00 00 General Requirements.
  - .2 Comply with manufacturer's recommendations for handling, storage and protection during installation.
  - .3 Protect insulation from physical damage and from becoming wet, soiled or covered with ice or snow before, during and after installation.
  - .4 Label insulation packages to include material name, production date and/or product code.
  - .5 Materials to be delivered in manufacturers' original sealed containers clearly labeled with manufacturer's name, product identification, safety information, net weight of contents and expiration date. The "use before" date to be included on the drum label.
  - .6 Material is to be stored in a safe manner and to temperature limits specified by the material manufacturer.
-



- .7 Empty containers have to be removed from site on a daily basis in accordance with CAN/ULC S705.2.
- .8 Protect adjacent surfaces, windows, equipment, and site areas from damage of over spray.
- .9 Provide temporary enclosures to prevent spray and noxious vapours from contaminating air beyond application area.

#### **1.10 QUALITY ASSURANCE/QUALITY CONTROL**

- .1 Certificates: product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
    - .1 Applicators performing work under this section must be trained and certified by CUFCA/NECA (National Energy Conservation Association).
  - .2 Qualifications:
    - .1 Installer: person specializing in sprayed insulation and thermal barrier installations with five (5) years documented experience approved by manufacturer
    - .2 Manufacturer: company with minimum five (5) years of experience in producing of material used for work required for this project, with sufficient production capacity to produce and deliver required units without causing delay in work.
  - .3 Contractor performing spray applied insulation work under this section must be licensed under the SPF Quality Assurance Program (QAP) used by CUFCA (Canadian Urethane Foam Contractors Association) or licensed under a Quality Assurance Program as described in 1.7.1 above. The contractor, under the QAP Licensing Agreement and as required by the CAN/ULC S705.2, is to purchase and install, for this project, only material that conforms to the requirements of CAN/ULC S705.1 Material Standard.
  - .4 Installers (Applicators) performing spray applied insulation work under this section must be Licensed under the SPF Quality Assurance Program. The installer to be trained by CUFCA/NECA (National Energy Conservation Association) or by BASF Canada, and certified by PSDI (Professional Skills Development Institute Inc.) or by the manufacturer's Quality Assurance Program in accordance with the training requirements outlined in the CAN/ULC S705.2-05 Installation Standard. Applicators to have their photo-identification certification cards in their possession and available on the project site, for inspection upon request.
  - .5 The Licensed Installer to conduct the on-site testing as required by the CAN/ULC S705.2 Installation Standard. The Licensed Installer to complete the Daily Work Report as required by the CAN/ULC S705.2 Installation Standard. The Licensed Contractor to forward to the owner copies of the Daily Work Record upon request. The Licensed Contractor to submit copies of the Daily Work Records or a monthly summary sheet to the CUFCA office or the BASF Canada office, on a monthly basis, as required by the SPF Quality Assurance Program.
-

- .6 Manufacturer's obligations:
  - .1 The manufacturer to play an active role in the application of their product during the period of this contract
  - .2 The manufacturer to be represented at all relevant meetings by a qualified technical representative, trained, with a minimum of five (5) years' experience.
  - .3 The technical representative to be approved by the Consultant.
  - .4 The project to be subdivided into "Sectors of Work"
  - .5 A minimum of two (2) inspections from the Manufacturer's representative must be made prior to and during application of this work for proper application.
  - .6 After each visit provide a written report to the General Contractor and Consultant within five (5) working days.
  - .7 Reports will become part of Closeout Submittals Section 01 78 00.
- .7 A pre-installation meeting to be held prior to the commencement of spray operations, to facilitate isolation of the immediate spray area and non-interference with other trades. Coordinate meeting through the General Contractor.
- .8 At the beginning and during the work, leave access on the job site to Technical representatives for technical support and assistance.

#### **1.11 THIRD PARTY INSPECTIONS**

- .1 The third party site inspection to verify conformance with the manufacturer's instructions, the standard CAN/ULC S705.2 Installation Standard and this section of the project specification.
  - .2 If the inspection reveals defects, the Licensed Contractor to immediately rectify such defects at his costs.
  - .3 Allow for two (2) inspections done by the third party inspectors. One inspection is to be performed when work is approximately one third to one half complete and the second inspection is to be performed when the work is substantially complete.
  - .4 Costs of inspections to be borne by this section.
  - .5 Conduct site tests of sprayed work as required by the CUFCA Quality Assurance Program.
  - .6 Perform pull tests on outer surface of applied sheet membrane air/vapour barrier material for adequate adhesion of the membrane to the substrate and cohesion of the membrane itself using equipment design for this purpose. Adhesion/cohesion must be 15 psi minimum. Perform tests over entire field area at an average rate of 2 per every 10 SF (3m<sup>2</sup>) as work progresses. Document test results in the Daily Work Record.
    - .1 Consultant must approve adhesion/cohesion test before Contractor can continue installation. Contractor to repeat work until adhesion/cohesion test is accepted by Consultant.
-

## **1.12 SEQUENCING AND PHASING**

- .1 Coordinate spray applied insulation and thermal barrier work with the work of all sections referencing this work.
- .2 All foam insulation closure and substrates to be completed and secure before the work of this section commences.
- .3 Prepare oily surfaces (including metal) with primer; follow manufacturer's recommendations and CAN/ULC S705.2 standard.

## **1.13 EXTENDED WARRANTY**

- .1 Warranty work of this section against defects and deficiencies for a period of two (2) years from date of work completion.
- .2 Provide a CWC warranty certificate in conformity to CUFCA Quality Assurance Program.
- .3 Provide manufacturer's warranty for the field-applied product against defects and deficiencies for a period of two (2) years from date of Substantial Performance.
- .4 Warranty is to include coverage of installed membrane air/vapour barrier and spray applied insulation which fails to achieve air tight and watertight seal, exhibits loss of adhesion or delamination of the insulation from the membrane.
- .5 Promptly rectify, at the contractor's expense, defects or deficiencies that become apparent during the warranty period.
- .6 All work to be covered by the third party warranty Quality Assurance Program.

## **PART 2 - PRODUCTS**

### **2.1 MATERIALS GENERAL**

- .1 Provide Spray Applied Polyurethane Foam Insulation system in accordance with CAN/ULC S705.2, Material Specification and those specific objectives performances.
  - .2 Provide a copy of an Evaluation Report (such as the CCMC Evaluation Report) or copies of the test reports from SCC (Standards Council of Canada) accredited testing laboratory, for each physical property, indicating that the product meets or exceeds specifications. A copy of either the evaluation report or the test reports to be circulated to the Consultant and kept on file with the Contractor.
-

## **2.2 SPRAYED INSULATION**

- .1 Standard of Acceptance based on Polar Foam 7300 Soya by Demilec, closed cell, medium density, spray applied rigid polyurethane foam insulation and air barrier.
  - .1 Exterior Thermal Resistance: ASTM C518, R 6.1/inch, RSI 1.17/25mm.
  - .2 Long Term Thermal Resistance: ASTM C518, R 6.1/inch, RSI 1.17/25mm (after 180 days).
  - .3 Dimensional Stability: ASTM D2126.
  - .4 Compressive Strength: ASTM D1621, 195 KPa min.
  - .5 Tensile Strength: ASTM D1623, 335 KPa
  - .6 Closed cell polyurethane foam: 2lb/ft<sup>3</sup>
  - .7 Water Absorption: ASTM D2842. Max 0.8%
  - .8 Water Vapour Permeance: ASTM E96. Max 37 ng/Pa.s.m<sup>2</sup>
  - .9 Fungi Resistance: ASTM C1338. No fungal growth.
  - .10 Air Barrier: CCMC/NRC Section 07 27 00 – Air Barriers (25mm core only) 0.00004 L/S/m<sup>2</sup>
  - .11 Flame Spread Index: CAN/ULC S102, FSC-1=32, FSC 2=200
  - .12 Smoke Development Index: CAN/ULC S102, 0.396 SDI
  - .13 Acceptable Alternate Manufacturers and Products:
    - .1 BASF Wall Tite Eco V.2 CT
    - .2 Icynene MD-C-200

## **2.3 PRIMERS**

- .1 Provide primer as per manufacturer's recommendations and CAN/ULC S705.2 for surfaces conditions.
  - .1 For oily steel surface (like Z-Bar, steel deck roof) use LSC 517 Contact Cement from Lepage, colour: red
  - .2 In accordance with the spray polyurethane and/or vapour barrier membrane manufacturers' recommendations for surface conditions. The type of primer and the installation of the primer to follow the requirements of the manufacturer for the surface conditions.

## **2.4 EQUIPMENT**

- .1 Equipment to be as recommended in CAN/ULC S705.2 and approved by foam manufacturer for type of application.
- .2 Equipment settings are to be recorded on the Daily Work Record as required by the CAN/ULC S705.2 Installation Standard.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- .1 Verify that surfaces and conditions are suitable to accept work as outlined in this section.
-

- .2 According to the prescriptions of the standard CAN/ULC S705.2 verify that:
  - .1 Surfaces to be covered with spray foam should be free of an excess of moisture, frost, oil, rust, and other foreign material able to have a negative effect on the adhesion of the product.
  - .2 Substrate materials are completely cured and ready to receive spray insulation.
- .3 Verify work within construction spaces or crevices is complete prior to insulation application.
- .4 Verify that surfaces are clean, dry and free of matter that may inhibit insulation.

### **3.2 PREPARATION OF SUBSTRATE**

- .1 Prime Z-bars and steel roof deck / floor decking to CAN/ULC S705.2 art: A 1.7.
- .2 Respect the moisture content of the different building materials.
- .3 Report in writing, defects in surfaces or conditions that may adversely affect the performance of products installed under this section to the consultant before commencement of work.
- .4 Commencement of work outlined in this section to be deemed as acceptance of existing work and conditions.
- .5 Apply primer in accordance with manufacturer's written instructions.
- .6 Surface Preparation:
  - .1 Surfaces to receive spray applied insulation to be clean, dry and properly fastened for proper adhesion of the polyurethane foam to membrane.
    - .1 Apply spray foam insulation to concrete with 10% moisture or less; use moisture meter to confirm. If excess salt precipitation is present, clean concrete with muriatic acid.
  - .2 Work by other trades that may penetrate through the foam insulation to be in place and complete prior to spraying.
  - .3 Surface preparation and primers required to conform to the manufacturer's instructions.
  - .4 Apply a bonding agent to areas to receive the thermal barrier application.

### **3.3 INTERFACE WITH OTHER SYSTEMS**

- .1 Use mechanical fastener to secure self-adhesive membranes around openings (galvanized steel angle or gypsum corner bead). Fixed at 2'-0"O/C.
-

### **3.4 INSTALLATION**

- .1 Spray application of polyurethane foam to be performed in accordance with CAN/ULC S705.2 Standard for Thermal Insulation Spray Applied Rigid Polyurethane Foam, Medium Density, and Installer's Responsibilities.
- .2 Apply only when surface and environmental conditions are within limits prescribed by the material manufacturer. Refer to manufacturer's technical data sheets.
- .3 Apply in consecutive passes (min. 15 mm, max. 50 mm) to obtain the thickness as indicated on drawings.
- .4 Do not spray closer than 75 mm of chimneys, recess spotlight or other source of heat.
- .5 Cladding joints at connection ends to be free of overspray. Remove overspray at connectors in preparation for cladding installation.

### **3.5 PROTECTION DURING WORK**

- .1 Mask and cover adjacent areas to protect from over spray.
- .2 Any required foam stop or back-up materials are to be in place to prevent over-spray and to achieve complete seal.
- .3 Seal off existing ventilation equipment. Install temporary ducting and fans to exhaust fumes. Provide for make-up air. Allow 24 hrs. No work in interior area that has just been sprayed for material off gassing. Min 0.3 changes of air per hour.
- .4 Erect barriers, isolate area and post warning signs to advise non-protected personnel to avoid the spray area.

### **3.6 PROTECTION AFTER WORK COMPLETED**

- .1 Do not permit subsequent construction work to disturb applied insulation.
  - .2 Make good any disturbed/damaged spray insulation before cladding is installed.
  - .3 The spray polyurethane foam to be protected from ultraviolet light as per manufacturer's requirements.
-

**3.7 CLEANING**

- .1 Proceed in accordance with section 01 00 00 General Requirements.
- .2 On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION

The Executed Agreement including General Conditions and Supplementary Conditions, Division 01, applicable drawings and amendments are part of and are to be read in conjunction with this Section.

## **PART 1 - GENERAL**

### **1.1 SUMMARY OF SECTION**

- .1 As summarized and described, but not restricted to the following:
  - .1 Provide sealant as required in locations as noted in other sections.

### **1.2 REFERENCES**

- .1 American Society for Testing and Materials International (ASTM):
  - .1 ASTM C834-14, Standard Specification for Latex Sealants
  - .2 ASTM C920-14a, Elastomeric Joint Sealants
  - .3 ASTM C1248-08(2012), Test Method for Staining of Porous Substrate by Joint Sealants
  - .4 ASTM C1311-14, Solvent Release Sealants
  - .5 ASTM C1330-02 (2013) - Cylindrical Sealant Backing for Use with Cold Liquid Applied Sealants
  - .6 ASTM C1401-09a - Guide for Structural Sealant Glazing.
  - .7 ASTM D2369-10e1, Test Method for Volatile Content of Coatings
  - .8 ASTM E84-14, Test Method for Surface Burning characteristics of Building Materials
  - .9 ASTM E90-09, Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
- .2 Department of Justice Canada (Jus):
  - .1 Canadian Environmental Protection Act, 1999 (2012) (CEPA)
- .3 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS)
- .4 Transport Canada (TC)
  - .1 Transportation of Dangerous Goods Act, 1992 (TDGA).

### **1.3 SUBMITTALS**

- .1 Product Data:
    - .1 Submit manufacturer's printed product literature, including installation instructions, MSDS sheets, specifications and data sheets in accordance with Section 01 00 00 General Requirements.
  - .2 Manufacturer's product information to describe:
    - .1 Caulking compound.
    - .2 Primers.
-



.3 Sealing compound, each type, including compatibility when different sealants are in contact with each other.

.3 Shop Drawings: Indicate sealant joints and dimensions, materials, structural bite, glue line thickness, joint profile, and support framing. Structural sealant design data must be stamped by a Structural Engineer and reviewed and approved by Sealant manufacturer.

#### **1.4 ENVIRONMENTAL REQUIREMENTS**

.1 Conform to manufacturer's recommended temperatures, relative humidity, and substrate moisture content for application and curing of sealants including special conditions governing use.

.2 VOC Limit: < 250 g/l (2.08 lb/gal) when tested in accordance with USEPA Method 24 and ASTM D2369.

.3 Arrange for ventilation system to be operated on maximum outdoor air and exhaust during installation of caulking and sealants.

.4 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage and disposal of materials.

#### **1.5 WASTE MANAGEMENT**

.1 Place materials defined as hazardous or toxic in designated containers.

.2 Handle and dispose of hazardous materials in accordance with the Canadian Environmental Protection Act (CEPA), Transportation of Dangerous Goods Act (TDGA), and Federal and Regional regulations.

.3 Divert unused joint sealing material from landfill to official approved hazardous material collections site.

.4 Separate and recycle waste materials in accordance with Section 01 00 00 General Requirements.

#### **1.6 DELIVERY, STORAGE AND PROTECTION OF PRODUCT**

.1 Deliver and store materials in compliance with Section 01 00 00 General Requirements.

.2 Comply with manufacturer's recommendations for handling, storage and protection during installation.

.3 Deliver and store materials in original wrappings and containers with manufacturer's seals and labels, intact. Protect from freezing, moisture, water and contact with ground or floor.

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## **1.7 QUALITY ASSURANCE/QUALITY CONTROL**

- .1 Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three (3) years documented experience.
- .2 Applicator Qualifications: Company specializing in performing the work of this section with minimum three (3) years documented experience and approved by the manufacturer.

## **1.8 TESTING OF PRODUCT**

- .1 Perform adhesion tests to manufacturer's written instructions and ASTM C1401. Adhesion pull tests: the number of adhesion pull tests is to be determined by the manufacturer's weather seal warranty. Adhesion pull tests are to be conducted by or in the presence of the manufacturer's representative. The manufacturer is to supply the architect / owner with the results of the adhesion pull tests. The sealant installer is responsible for repairing areas where adhesion pull tests are conducted.
- .2 Remove sealants failing adhesion test, clean substrates, reinstall sealants and perform retesting.
- .3 Maintain test log and submit report to consultant indicating tests, locations, dates, results, and remedial actions.
- .4 Stain test for caulking at Natural Stone: Provide stain testing as per ASTM C1248 before work is undertaken. Review results with Consultant on site. Manufacturer is to provide non-staining warranty from the sealant manufacturer.

## **1.9 EXTENDED WARRANTY**

- .1 Provide an extended warranty of five (5) years beyond substantial completion in the name of the Owner.
- .2 Include coverage for installed sealants and accessories which fail to achieve air tight seal and water tight seal, exhibit loss of adhesion or cohesion, or do not cure.

## **PART 2 - PRODUCTS**

### **2.1 EXTERIOR SEALANTS**

- .1 Silicone Sealant at concrete, masonry, brick or metal panel:
    - .1 100% Silicone sealant to ASTM C920, Type S, Grade NS Class 50; colour selected by Consultant from standard range.
    - .2 Standard of Acceptance based on Dow Corning ® Contractors Concrete Sealant (CCS) or acceptable alternate.
-

- .3 Approved alternates:
  - .1 Tremco Sealant and Waterproofing
  - .2 Sika Canada Inc.
  
- .2 Polyurethane, multi-component sealant; general purpose exterior sealant, Class B Type 2.
  - .1 Polyurethane, multi-component, chemical curing sealant; colour selected by Consultant from full colour range.
  - .2 Standard of Acceptance based on Dymeric® 240 by Tremco or accepted alternate.
  - .3 Approved alternates:
    - .1 Sika, Sikaflex 2c NS E2 mix.
    - .2 MasterSeal NP2 by BASF Building Systems
  
- .3 Pick Resistant Exterior Sealants:
  - .1 Single component, pick resistant sealant with  $\pm 25\%$  joint movement capability to ASTM C920.
  - .2 For use with concrete, stone and metal; colour chosen by consultant from standard range.
  - .3 Standard of Acceptance based on Sonolastic Ultra by BASF Building Systems.
  - .4 Approved alternates:
    - .1 Tremco Sealants and Waterproofing  
Sika Canada Inc.
    - .2 Dow Corning ®

## 2.2 ACCESSORIES

- .1 Primer: Type recommended by the sealant manufacturer and compatible with joint forming materials. NOTE: It must be assumed that all surfaces are to be primed.
  
- .2 Joint Cleaner: Non-corrosive and non-staining type recommended by sealant manufacturer and compatible with joint forming materials.
  
- .3 Non-gassing Polyolefin Backer Rod: designed for use with cold-applied joint sealants.
  - .1 Comply with ASTM C1330.
  - .2 Size required for joint design to allow for 25% compression.
  
- .4 Closed-Cell Polyethylene or Open Cell Polyurethane, Backer Rod: backer rod designed for use with cold-applied joint sealants for on-grade or below-grade applications.
  - .1 Comply with ASTM C1330.
  - .2 Size required for joint design to allow for 25% compression.
  
- .5 Joint Filler: closed-cell polyethylene joint filler designed for use in cold joints, construction joints, or isolation joints wider than 1/4 inch (6 mm).
  - .1 Size required for joint design.
  
- .6 Bond Breaker: Pressure-sensitive tape recommended by sealant manufacturer to suit application.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- .1 Joint-Width Conditions:
  - .1 Do not proceed with installation of joint sealants where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
    - .1 Width to depth ratio to not exceed 2 to 1 ratio.
- .2 Joint Substrate Conditions:
  - .1 Do not proceed with installation of joint sealants until contaminants capable of interfering with adhesion are removed from joint substrates.

### **3.2 PREPARATION OF SUBSTRATE**

- .1 Clean bonding joint surfaces of harmful matter substances including dust, rust, oil grease, and other matter which may impair Work.
  - .1 Joint surfaces must be clean, dry and frost-free (Water soluble solvents help dry the substrate)
  - .2 Use Two Cloth Cleaning Method (with xylene, MEK, IPA) at joints to be cleaned.
- .2 Do not apply sealants to joint surfaces treated with sealer, curing compound, water repellent, or other coatings unless tests have been performed on compatibility of materials. Remove coatings as required.
- .3 Prepare surfaces in accordance with manufacturer's directions.
- .4 Complete Removal of Failed Sealant is required
- .5 Abrade/Grind old sealant off surfaces to be caulked for restoration projects.
- .6 Primer: as recommended by manufacturer.
  - .1 Prime only surface needing primer
  - .2 Do not misapply on adjacent surfaces
  - .3 Allow primer to dry (5 min to 1 hour)
  - .4 Priming is not a substitute for cleaning
- .7 Mixing: mix materials in strict accordance with sealant manufacturer's instructions.

### **3.3 INTERFACE WITH OTHER SYSTEMS**

- .1 Prepare substrates and apply silicone sealant to manufacturer's written instructions.
  - .2 Provide continuous acoustic sealant to support acoustic ratings required.
-

### **3.4 INSTALLATION**

- .1 Curing sealant:
  - .1 Cure sealants in accordance with sealant manufacturer's instructions.
  - .2 Do not cover up sealants until proper curing has taken place.
  
- .2 Sealant Application:
  - .1 Apply sealant in accordance with manufacturer's written instructions.
  - .2 Mask edges of joint where irregular surface or sensitive joint border exists to provide neat joint.
  - .3 Apply sealant in continuous beads.
  - .4 Apply sealant using gun with proper size nozzle.
  - .5 Use sufficient pressure to fill voids and joints solid.
  - .6 Form surface of sealant with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities.
  - .7 Tool exposed surfaces before skinning begins to give slightly concave shape.
  - .8 Remove excess compound promptly as work progresses and upon completion.
  - .9 Install backer material sized 25% larger than the joint.
  - .10 Install joint filler to achieve correct joint depth and shape, with approximately 30% compression.
  - .11 Apply bond breaker tape where required to manufacturer's instructions.
  - .12 Maintain 1/4" contact to each joint surface.
  - .13 Avoid three sided adhesion. Use backer rod or bond breaker tape.
  - .14 At perpendicular surfaces provide 1/4" minimum contact. Use bond breaker tape or backer if different materials
  - .15 Fillet Joints: for perpendicular surfaces, use 1/4" minimum contact, Use bond breaker tape or backer if caulking to different materials
  - .16 Pull sealant bead to provide full sealant coverage in joints.
  - .17 Tool immediately after installation. Wet tool not recommended.

### **3.5 PROTECTION DURING WORK**

- .1 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.

### **3.6 PROTECTION AFTER WORK COMPLETED**

- .1 Protect work from contamination or staining from work of other trades.
- .2 Protect sealants until cured.

### **3.7 SCHEDULE**

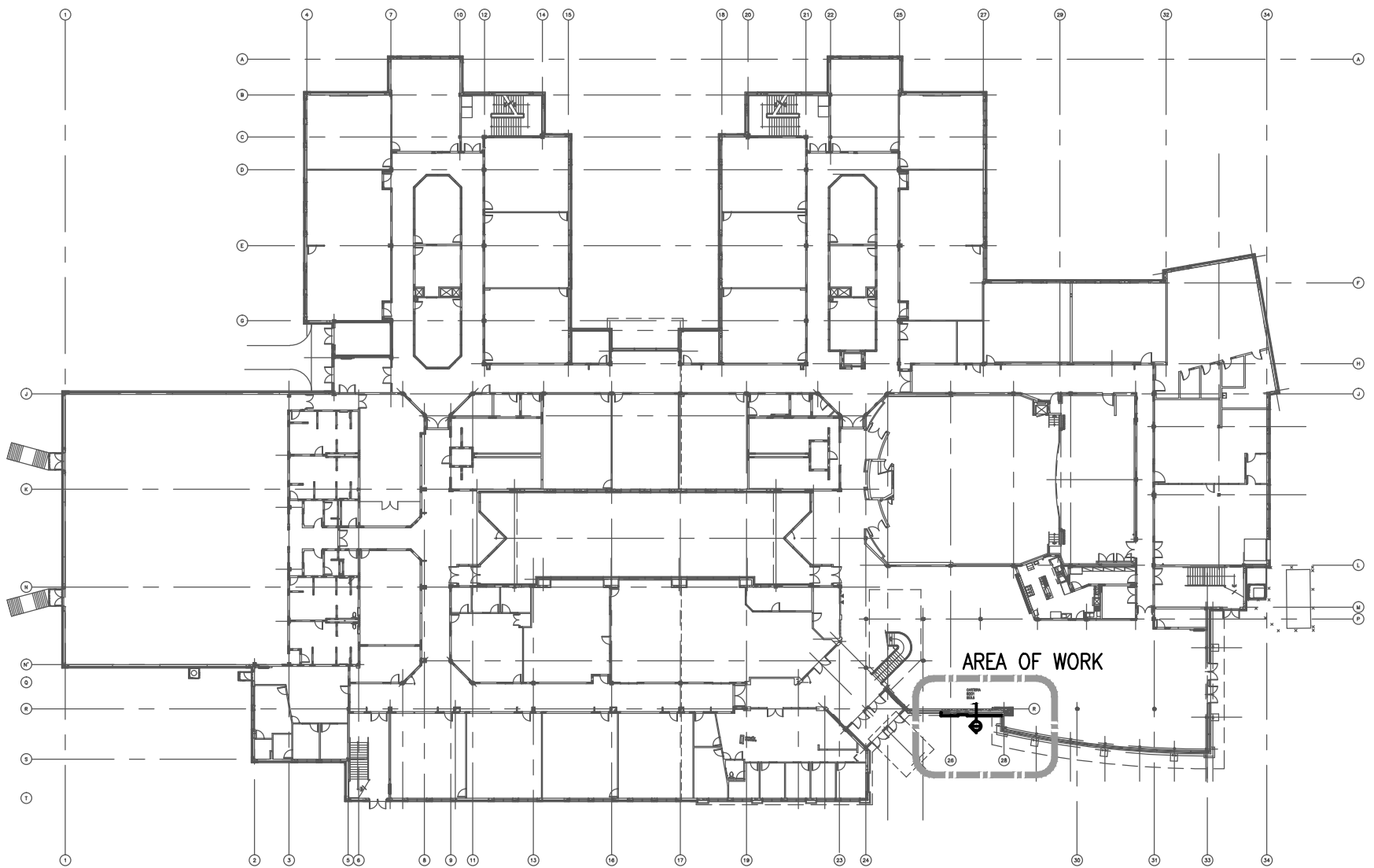
- .1 Sealant specified as related work noted in other sections in the specification and as indicated on the drawings.
-

**3.8 CLEANING**

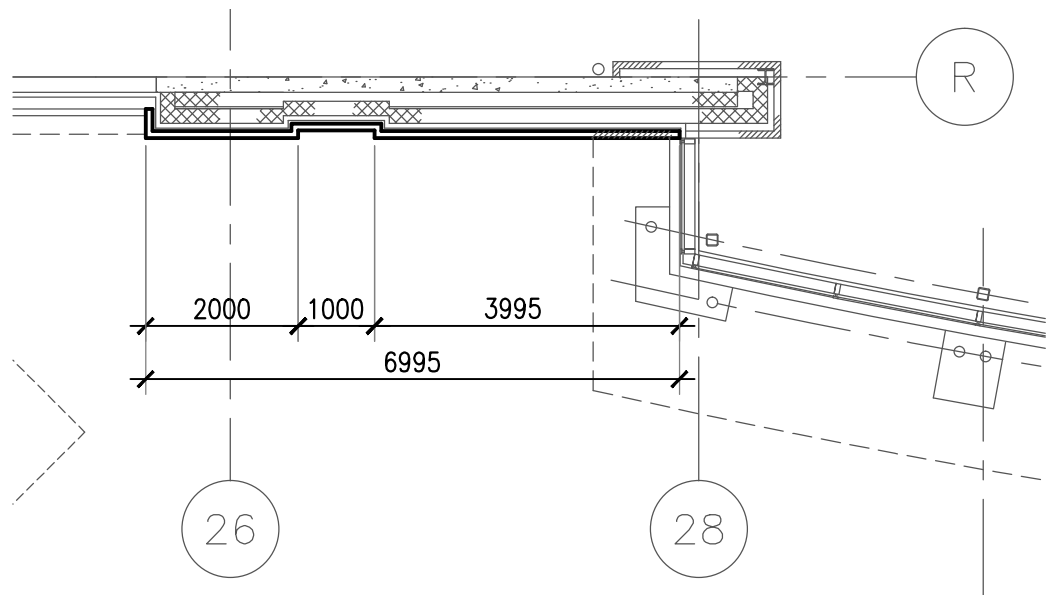
- .1 Clean adjacent surfaces immediately and leave Work neat and clean.
- .2 Remove excess and droppings, using recommended cleaners as work progresses.
- .3 Remove masking tape after initial set of sealant.

END OF SECTION





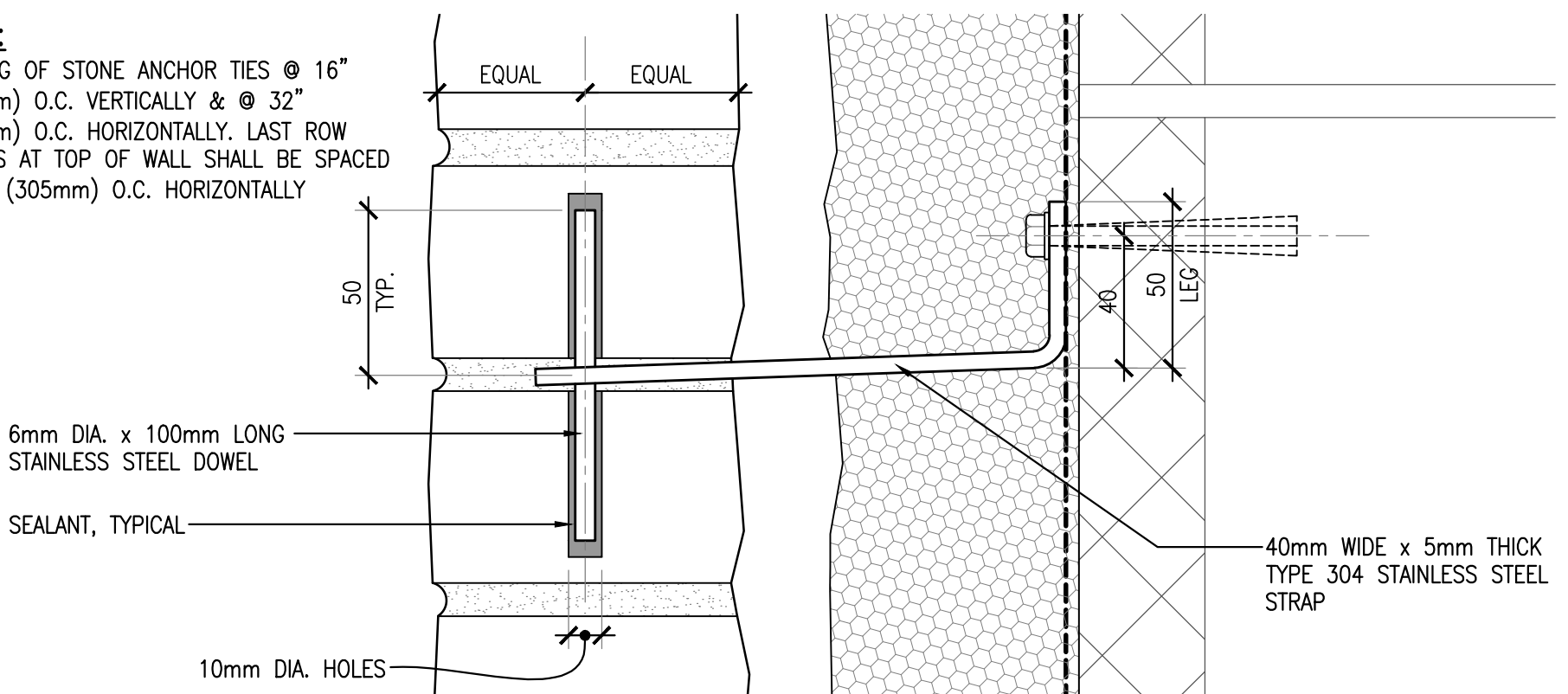
**KEY PLAN**  
N.T.S.



**PARTIAL FLOOR PLAN**  
1 : 100

**NOTE:**

SPACING OF STONE ANCHOR TIES @ 16" (405mm) O.C. VERTICALLY & @ 32" (813mm) O.C. HORIZONTALLY. LAST ROW OF TIES AT TOP OF WALL SHALL BE SPACED @ 12" (305mm) O.C. HORIZONTALLY



1 : 2

**1**  
**A1** NEW STONE ANCHOR TIE DETAIL

**ARCHITECTURE 49**

1640 Market Street, Halifax, Nova Scotia, Canada, B3J 2C8  
T: 902.429.5490 F: 902.429.2632  
www.architecture49.com

TITLE  
NEW STONE ANCHOR TIE DETAIL  
PROJECT  
HALIFAX WEST HIGH SCHOOL  
STONE CLADDING REPLACEMENT

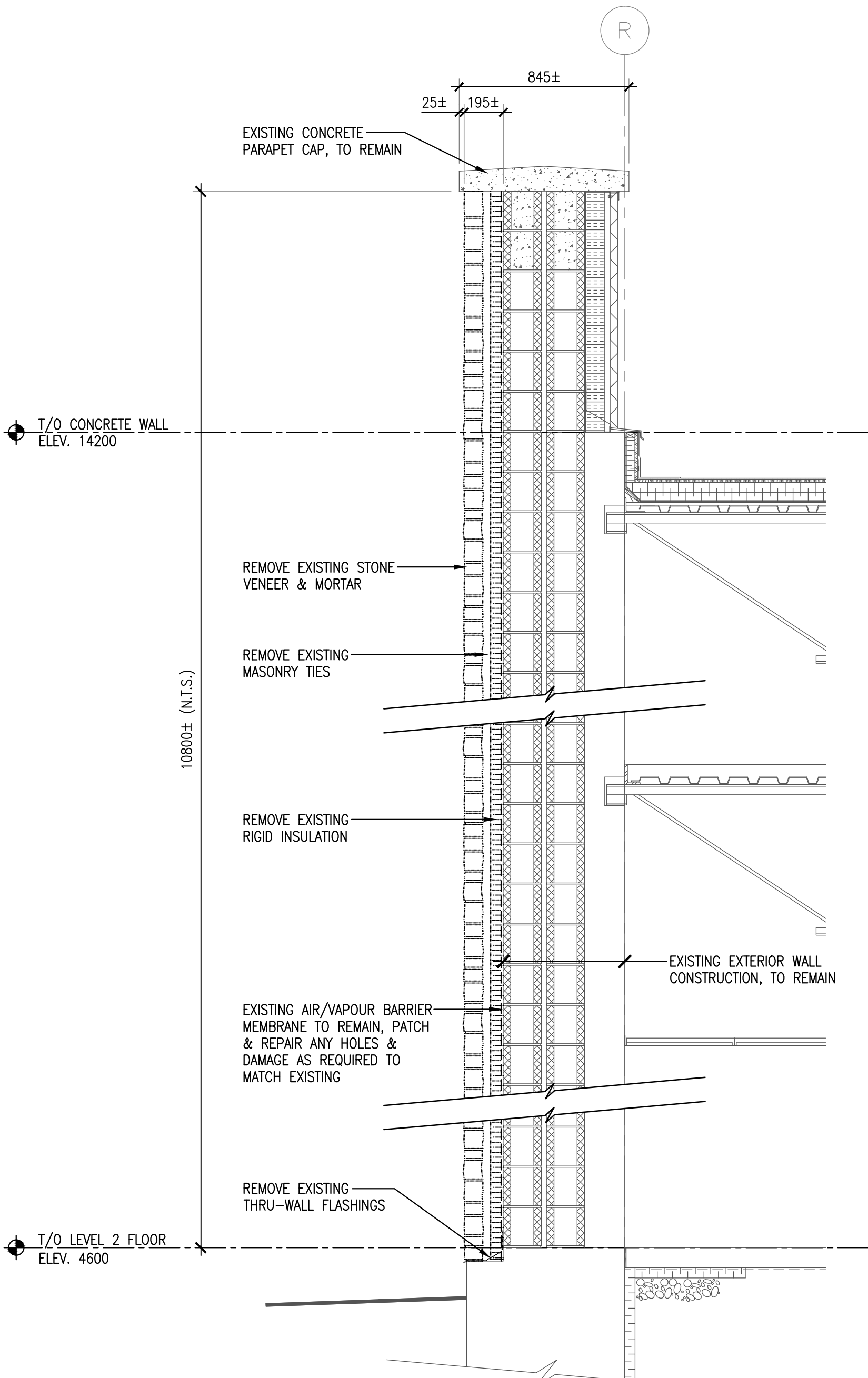
Location: Halifax, Nova Scotia  
Project No: 149-12499-00

|                    |                   |
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| DRN<br>J.D.        | APPR<br>S.H.      |
| DATE<br>May12,2015 | SCALE<br>AS NOTED |
| DWG.NO.            |                   |

**A1**







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A2

WALL SECTION - EXISTING & DEMOLITION

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TITLE

WALL SECTION - EXISTING & DEMOLITION

PROJECT

HALIFAX WEST HIGH SCHOOL  
STONE CLADDING REPLACEMENT

Location: Halifax, Nova Scotia  
Project No: 149-12499-00

DRN  
J.D.

APPR  
S.H.

DATE

May12,2015

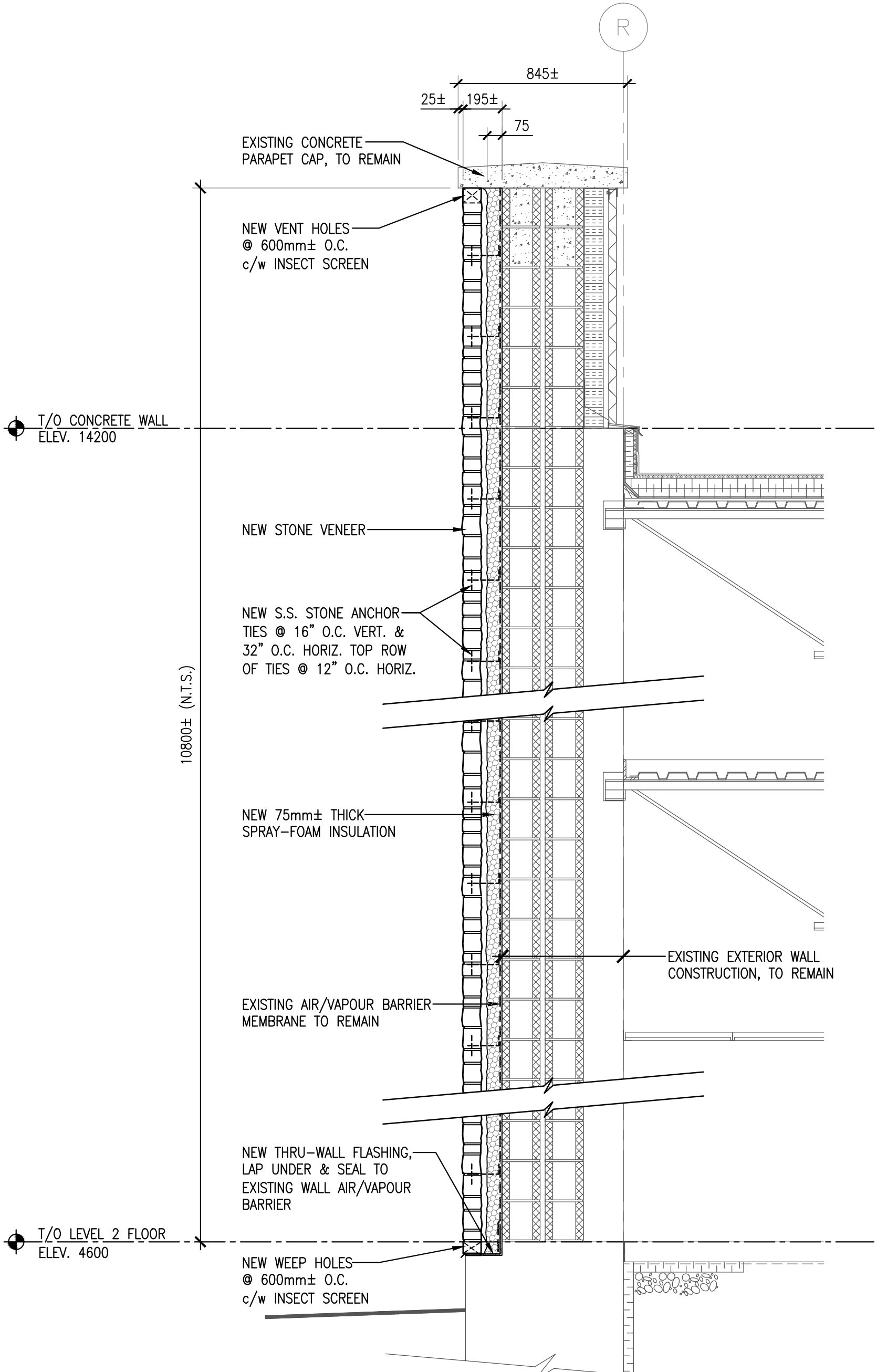
SCALE

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DWG.NO.

A2





10800± (N.T.S.)

T/O CONCRETE WALL  
ELEV. 14200

T/O LEVEL 2 FLOOR  
ELEV. 4600

1 : 20

1  
A3

NEW WALL SECTION

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TITLE  
NEW WALL SECTION

PROJECT  
HALIFAX WEST HIGH SCHOOL Location: Halifax, Nova Scotia  
STONE CLADDING REPLACEMENT Project No: 149-12499-00

|                    |                 |
|--------------------|-----------------|
| DRN<br>J.D.        | APPR<br>S.H.    |
| DATE<br>May12,2015 | SCALE<br>1 : 20 |
| DWG.NO.            |                 |

**A3**

