



Halifax
Regional Centre for Education

RFP #4243

Roof Replacement Herring Cove Junior High

RFP Closing Date: Friday June 21st, 2024
RFP Closing Time: 2:00 PM (ATL)
Submission Email: hrcetenders@hrce.ca

Ready-for-Takeover Date: Friday - November 29, 2024

HRCE Procurement Contact:
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Email: nrideout@hrce.ca

Operations Contact:
Gary Mannette, Project Manager
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School Location:
Herring Cove Junior High,
7 Landcaster Dr.,
Herring Cove, NS B3V 1H9

Mandatory Site Meeting for Bidders:
Monday June 10th, 2024, at 9:00am
Please meet at School Entrance

RFP submissions are to be submitted by email to: hrcetenders@hrce.ca

RFP documents are available for download from the HRCE's Website:
<https://www.hrce.ca/about-hrce/financial-services/tenders/tender-listing>

In the light of COVID-19 and future pandemics, all vendors are required to follow the guidelines set in place by Nova Scotia Health Authority. Potential risks such as restricted accessibility to schools and buildings of the Halifax Regional Centre for Education (HRCE), inability to complete work on a timely manner due to social distancing, disabled supply chains which will result in delivery delays of raw materials and finished goods, labour shortages and additional storage costs should be clearly communicated with the HRCE Personnel on a timely manner to ensure an amicable solution can be agreed between the HRCE and the vendor/contractor. The HRCE will not be liable for any direct or indirect loss incurred due to a pandemic.

The Terms and Conditions of the RFP Package, including but not limited to the Contract Type and Supplementary Conditions have been modified.

It is the Proponent's Responsibility to review all sections of the RFP prior to submitting a Proposal/Bid.

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SPECIFICATIONS 176 pages

00 PROCUREMENT AND CONTRACTING REQUIREMENTS

02 41 16 Demolition 5

06 WOODS, PLASTICS, AND COMPOSITES

06 10 00 Rough Carpentry 3

07 THERMAL AND MOISTURE PROTECTION

07 55 00 Modified Bitumen Roofing & Flashing 11

07 90 00 Sealants 3

DRAWING LIST 5 pages

A000 COVER SHEET
A100 EXISTING / DEMOLITION ROOF PLAN
A101 ROOF PLAN
A102 DETAILS

END OF DOCUMENT1 Page

SECTION 00 00 15 - DESCRIPTION OF WORK & LIST OF DRAWINGS

1. General

- 1.1 The work of this contract includes the provision of all materials, labour and equipment necessary to complete the **Roof Replacement at Herring Cove Junior High**, to remove the existing Roof and materials in areas as noted on the drawings and specifications prepared by **SP Dumaresq Architect Ltd.**
- 1.2 It is the intent of the Halifax Regional Centre for Education (HRCE) to have all work completed, to the point of Ready-for-Takeover, prior to **November 29, 2024**. It is expected that a timely award of this contract will enable the Contractor to facilitate shop drawing review and ordering of materials to allow commencement of work immediately after contract execution.
- 1.3 The whole of the work shall agree in all particulars with the levels, measurements and details contained in the drawings accompanying this specification and with such other drawings or information as may from time to time be supplied by the HRCE or may be supplied by the Contractor and reviewed by the HRCE.
- 1.4 In relation to the hours of work: Work for the HRCE is to be completed during hours when the schools are unoccupied, unless otherwise authorized in writing by the Project Manager (Operations Contact person) or designate. Hours of work shall comply with the local ordinances and bylaws for each site. (Refer Section 00 41 13, Section 3.7)

2. Drawings

- A000 COVER SHEET
- A100 EXISTING / DEMOLITION ROOF PLAN
- A101 ROOF PLAN
- A102 DETAILS

END OF SECTION

SECTION 00 05 00 - LIST OF CONSULTANTS

Owner: Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Nancy Rideout, Purchasing Manager
Office: (902) 464-2000 ext 2222
nrideout@hrce.ca

Consultant: SP Dumaresq Architect Ltd.
6389 Coburg Rd.
Halifax, NS B3H2A5

Jonathan Carmichael
Cell: (902) 719-4682
jon@spda.ca

END OF SECTION

SECTION 00 21 13 – INFORMATION FOR PROPONENTS

Invitation:

1. Proposal Call

- 1.1. The Halifax Regional Centre for Education (HRCE) will receive offers in the form of a two-file proposal from proponents which is signed and electronically received on or before the date and time specified on the cover sheet of this document. The email address to submit submissions and amendments is hrcetenders@hrce.ca. Both files should be submitted in Adobe (.pdf) format. If the electronic submission is larger than 20MB, proponents have the option of sharing files from google drive to hrcetenders@gnspe.ca. If you encounter difficulties kindly contact the HRCE Procurement team for further clarification.
- 1.2. Proposals received after the closing time will not be considered. The HRCE deems the submission date and time to be the email received date and time. Please ensure to allow sufficient time for your submission to be received by the HRCE before the 2pm close. Please consider that large files may require more time.
- 1.3. Proponents are to submit completed Request for Proposal (RFP) documents by email.

The technical submission electronic file should be named:

“Technical Submission_4243_Proponent Name”.

The second file (Price Submission) should be named:

“Price Submission_4243_Proponent Name”.

There must be no reference to the bid price within the technical submission.

Proponents can refer to item 11 in this section for more detailed submission instructions.

- 1.4. Proposals will be opened at the time indicated on the cover sheet of this document. Public openings are no longer held for any Tenders or RFPs relating to goods, services or construction for the HRCE. **The technical submission will be the only file opened during the RFP closing.** All proposal submissions are subject to evaluation after opening and before award of contract. The successful proponent and award amount will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after award.

- 1.5. Amendments to the submitted offer will be permitted if received by email prior to bid closing and if endorsed by the same party or parties who signed and executed the offer.

If the amendment relates to the technical submission, the electronic file should be named

“Technical Submission Amendment_4243_Proponent Name”.

If the amendment relates to the price submission, the file should be named:

“Price Submission Amendment_4243_Proponent Name”.

The price amendment file submission should be the signed Price Amendment Form (Section 00 41 73) and shall not disclose either the original or revised total price.

- 1.6. Bid submissions **will not** be accepted by fax, mail, courier or hand delivery.

2. Intent

- 2.1. The intent of this Request for Proposals (RFP) is to obtain an offer to perform all work associated with **RFP #4243, Roof Replacement at Herring Cove Junior High** for a Stipulated Price Contract in accordance with the Contract Documents.
- 2.2. The HRCE will use the CCDC-2, 2020 for this work. A copy of the Standard Construction Contract CCDC 2 – 2020 is available upon request and will form part of the contract documents.
- 2.3. The HRCE Supplementary General Conditions for the CCDC-2, 2020, applicable to this work is available for review under Section 0073 00 of the RFP document.
- 2.4. Ready-for-Takeover (RFT) of the project is to be achieved on or before **November 29, 2024**, provided the contract is awarded within fifteen (15) business days after the RFP closing.
- 2.4.1. If the contract is not awarded within fifteen (15) business days of closing, the Ready-for-Takeover Date will be extended by one (1) business day, for every business day that passes, until the contract has been awarded.
- 2.4.2. Receipt of the award letter by the successful contractor does not constitute approval to begin work on site.
- 2.5. The HRCE does not guarantee the award of all areas, phases or any portion thereof.
- 2.6. The HRCE reserves the right to award individual areas or phases to one contractor or between multiple contractors.
- 2.7. The HRCE reserves the right to reduce the scope of work if the stipulated bid amount exceeds the budget for the relevant project.

3. Scope of work

- 3.1. Refer to Section 00 00 15 – Description of Work and List of Drawings and Section 01 11 00 Summary of Work.

4. Availability

- 4.1. RFP documents are available for download on the HRCE website:
<https://www.hrce.ca/about-hrce/financial-services/tenders/tender-listing>
- 4.2. RFP documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- 4.3. The HRCE is not responsible for accuracy of documents obtained from any other source.

5. Examination

- 5.1. RFP documents are provided to the Construction Association of Nova Scotia (CANS).
- 5.2. Upon receipt of RFP documents, proponents are to verify that documents are complete.
- 5.3. Bidders are responsible to retrieve all RFP documents from the HRCE website and fully review the RFP requirements prior to the preparation of a bid submission.

6. Clarification and Addenda

- 6.1. Proponents must notify the Purchasing Manager, by email at nrideout@hrce.ca no less than **five (5)** working days before the RFP Closing regarding any questions, omissions, errors or ambiguities found in the documents. If HRCE considers that correction, explanation or interpretation is necessary, an addendum will be posted on the HRCE website.
- 6.2. Addenda will be issued no less than three (3) business days before the RFP closing date and will form part of the Contract Documents.
- 6.3. All RFP information must be confirmed by written addenda. The HRCE and its representatives shall not be bound by or be liable for any representation or information provided verbally. Information obtained by any other source is not official and will not bind the HRCE.
- 6.4. Proponents are to complete Price Submission Form (section 00 41 13) acknowledging each addendum that was issued.
- 6.5. Where the HRCE publishes an Addendum modifying the terms of the posting documents, or changing the Project or Contract Documents in any manner, the HRCE shall not be liable for any expense, cost, loss, or any form of damage or damages incurred or suffered; whether directly or indirectly, by any Supplier or any other person in connection with or in any way relating to or resulting from the publication of an Addendum, regardless of whether the publication occurs prior to or after a Supplier has submitted their bid submission.
- 6.6. All Addenda issued by HRCE shall become part of the Contract Documents, unless specifically excluded from the Contract Documents in writing. Addenda shall be allowed for in determining the total contract price.

7. Product/System Options

- 7.1.** Alternatives to specified products and systems will only be considered during the bidding period in the manner prescribed below.
- 7.1.1.** Where the RFP documents stipulate a particular product, alternatives may be considered by the Consultant up to five (5) working days before the RFP closing date and time. Bidders must forward their written requests by email to nrideout@hrce.ca. Requests will be forward to the appropriate person(s) for review.
- 7.2.** The submission must provide sufficient information to enable the Consultant to determine acceptability of such products. Request for an alternate product/system must be accompanied with:
- 7.2.1.** information about how the request affects other work in order to accommodate each alternate;
- 7.2.2.** the dollar amount of additions to or reductions from the Price Submission, including revisions to other work.
- 7.2.3.** A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of alternates shall not be considered.
- 7.3.** When a request to substitute a product is made and pursuant to consultation with the Consultant, HRCE may approve or disapprove the substitution. The bidder making the request will be notified of the HRCE's decision and if the alternate is approved, the HRCE will issue an addendum.
- 7.4.** Alternates must be submitted in the above manner; otherwise, they will not be accepted.

8. Mandatory Bidders' Site Meeting (Site Assessment)

- 8.1.** Bidders will be deemed to have familiarized themselves with the existing project site, working conditions 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 will be accepted as a basis for any claims for extra compensation or an extension of time.
- 8.1.1.** A mandatory bidders' site meeting has been scheduled as per the information on the cover sheet of this document. All bidders are required to attend. Representatives of HRCE and the Consultant will be in attendance.
- 8.1.2.** Bidders must register their presence with the HRCE stating the name of the contractor they represent. Failure to attend and register will lead to non-acceptance of the proposal by HRCE. HRCE recommends that interested bidders ensure that their proposed subcontractors attend the mandatory site meeting.

9. Bidders Registration

- 9.1.** The successful contractor and sub-contractors must comply with the Nova Scotia Corporations Registration Act and/or Partnerships and Business Name Registration Act, or equivalent, before a contract is awarded.

10. Qualifications (Subcontractors/Other Tradespersons/Individuals)

- 10.1.** Bidders are fully responsible to the HRCE for the acts/omissions of subcontractors and of persons directly or indirectly employed or retained by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the HRCE. Subcontracting the contract shall not relieve the Bidder from any contractual obligations.
- 10.2.** Bidders must provide subcontractors with a copy of the RFP documents making subcontractors aware that the HRCE is not responsible for any payments to subcontractors, and that all actions, directions or claims are solely between the bidder and the subcontractor.
- 10.3.** The Contract, or any portion thereof, shall not be assigned nor sub-contracted without the prior written approval of HRCE, which approval may be withheld in the HRCE's sole discretion. When sub-contracting, successful bidder(s) must be prepared, if requested, to provide copies of billings from subcontractors.
- 10.4.** Successful bidder(s) shall only use additional subcontractors during the course of the contract with the prior written approval of the HRCE.
- 10.5.** The successful bidder(s) shall not re-assign the role of Project Manager to another individual other than the proposed Project Manager as indicated in the technical submission, without prior written approval from the HRCE.
- 10.6.** The successful bidder(s) shall at all times enforce strict discipline and good order among their employees and subcontractors and shall avoid any unfit person or any person not skilled in the work assigned to the employee.
- 10.7.** HRCE reserves the right to reject a proposed sub-contractor for a reasonable cause.
- 10.8.** Refer to GC 3.6 of CCDC-2020.

11. PROPOSAL SUBMISSION

11.1. RFP Proposal Package - A complete proposal package is comprised of the elements below:

11.2. Technical Submission and Price Submission - General

- 11.2.1.** Each proposal shall include a signed technical submission file and a signed price submission file, clearly labelled as previously instructed in Section 00 21 13, item 1.3.
- 11.2.2.** Both the Technical Submission files, and the separate Price Submission file, shall be submitted simultaneously.
- 11.2.3.** The Technical Submission file contents must not contain any reference to the bid price being offered for this project.
- 11.2.4.** The email subject line or body must identify the name of the proponent/company and the RFP name and number.
- 11.2.5.** Proponents shall be solely responsible for the delivery of their proposals in the manner and time prescribed.

11.3. Technical Submission Contents

11.3.1. Technical submissions shall be submitted in a legible format, not to exceed 20 pages. Submissions will be on the proponent’s letterhead and shall contain an authorized signature. Proposals shall be submitted in English, and shall be specifically prepared to meet the requirements of this project.

Total RFP Scoring:

Phase A – Technical Score	30 Points
Phase B – Pricing Score	70 Points
Phase C - Total RFP Score	100 Points

The technical submission response shall be organized into four sections:

Section I.	Project Experience and References
Section II.	Team Composition
Section III.	Management of Project Specific Risk
Section IV.	Schedule of Work

I. PROJECT EXPERIENCE AND REFERENCES.

The proponent is required to provide a detailed summary of their company's experience within the past sixty (60) months, by describing three (3) Roof Replacement projects for an educational/commercial institution.

These projects should be within a 100 km radius of the Halifax Regional Municipality. These projects should be similar in nature, complexity and value to the requirements specified in this RFP (see Section 00 00 15).

If a proponent has completed projects for the HRCE, they are required to include the two most recent HRCE projects in this section (regardless of the date completed). It is the bidder's responsibility to source HRCE project information requested in this section.

Please note if the proponent fails to include relevant HRCE projects, this will negatively impact their technical score. **If a proponent has not completed prior work (at any time) for the HRCE, then they may select projects of their choosing within the other stipulated parameters.**

> For each of the three projects listed, the proponent is asked to provide:

- 1) the company name,
- 2) a brief description of the project,
- 3) the name of the project manager,
- 4) the dollar value of the project.
- 5) A reference contact name and title for this project, and
- 6) their email and phone number.

For HRCE projects, please provide the HRCE Project Manager's name; prior consent is not required.

Please ensure that non-HRCE references are aware they will be contacted, and that prior consent to be a reference was obtained.

RFP Scoring for this section:

SECTION I. PROJECT EXPERIENCE, BASED ON REFERENCE FEEDBACK		
Project 1	Project met budget and schedule.	2.00
	Good quality work and product.	1.00
	Well managed project and good communications.	2.00
Total Points Available for this Project		5.00
Project 2	Project met budget and schedule.	2.00
	Good quality work and product.	1.00
	Well managed project and good communications.	2.00
Total Points Available for this Project		5.00
Project 3	Project met budget and schedule.	2.00
	Good quality work and product.	1.00
	Well managed project and good communications.	2.00
Total Points Available for this Project		5.00
Total Points Available for Section I.		15.00

II. TEAM COMPOSITION.

The proponent is required to identify the key personnel who will be assigned to this project, these key personnel must remain with the project until completion. Please provide each employee’s name, title/role, and years of related experience.

Proponents are required to provide a detailed resume for the proposed Project Manager outlining professional qualifications and years of experience.

Please indicate the percentage of their time that will be committed to this project.

An ***example*** of a time commitment for this project could be:

Commitment	Key Personnel
100%	Foreman
50%	Site Supervisor
20%	Project Manager

RFP Scoring for this section is:

SECTION II. TEAM COMPOSITION	Score
Does the Project Manager have a minimum of 3 years of relevant experience?	2.00
Was a listing of key team members provided?	1.00
Was the percentage of commitment indicated and adequate?	2.00
Total Points Available for Section II.	5.00

III. MANAGEMENT OF PROJECT SPECIFIC RISK

Proponents shall identify a minimum of three (3) risks associated with this specific project. Risks that their company could be faced with related to the scope of work for this project. Proponents shall state the risk, risk mitigation strategy, responsible parties, and the impact to schedule or budget.

An example of a Project Specific Risk could be:

Risk Register Example			
Risk	Mitigation	Responsibility	Impact
Specified materials have long lead times.	1. Expedite delivery if available. 2. Source alternative equivalent materials that are readily available.	Contractor. Client and Consultant approval required.	Expedited delivery or alternative materials may increase cost and impact budget. Without mitigation the schedule will be impacted.

Standard safety risks covered by Safe Work Practices are not to be referenced here. The HRCE is looking for assurances that risks identified through the mandatory site meeting are identified and will be mitigated, and that potential delays or other risks are disclosed in the proposal.

RFP Scoring for this section is:

SECTION III. MANAGEMENT OF RISKS ASSOCIATED WITH THIS SPECIFIC PROJECT	Score
Did the proponent detail the 3 Project Specific Risks with mitigation strategies?	3.00
Are risk management responsibilities clearly identified and assigned?	1.00
Were appropriate risk impacts provided for the 3 stated risks?	1.00
Total Points Available for Section III.	5.00

IV. SCHEDULE OF WORK

Please provide a Gantt Chart that includes an appropriate amount of detail around the planning and scheduling needs for this project. The Gantt Chart should contain all the key activities and align with the work schedule. A successfully prepared Gantt Chart provides a clear visual representation of how the project and required tasks will be completed.

If the Ready for Takeover Date cannot be met, please communicate this to procurement as an RFI well before RFP close.

The HRCE expects to award this work within 15 days of close. Please ensure that the proposed schedule of work aligns with that timeframe.

RFP Scoring for this section is:

SECTION IV. SCHEDULE OF WORK	Score
Does the Gantt Chart include all required components? Is the schedule reasonable?	2.00
Does the schedule indicate project completion <i>before</i> the Ready for Takeover date? <i>If the Ready for Takeover date cannot be met, please submit a RFI prior to RFP close.</i>	3.00
Total Points Available for Section IV.	5.00

11.4. Price Submission Contents

11.4.1 The Price Submission is to be submitted on the forms provided by the HRCE (Section 00 41 13 – Price Submission Form). These forms are to be completed in full, with an authorized signature and corporate seal as applicable. The completed form shall be without interlineations, alterations or erasures.

Proponents are advised that the HRCE may request original documents be sent to the HRCE office for further review. Price submissions sent by fax, mail or hand delivered will not be accepted.

11.4.2 The pricing details are to be clearly indicated. The total contract price in both numbers (dollars and cents) and written words must be entered. Should there be a discrepancy between the two, the written words shall prevail.

11.4.1. The executed pricing offer is to be submitted on the forms **together with a scanned copy of the required bid security** by email.

11.4.2. Improperly completed information, and/or irregularities in the bid security, may be cause to declare the submission non-compliant.

The omission of bid security from the bid submission will result in the submission being deemed as non-compliant (Refer Section 14.1.10).

11.5. Proposal Evaluation

11.5.1. Evaluation Process – Compliant proposals will be evaluated, first during Phase A, and those meeting the minimum qualifying score under Phase A will then be evaluated in Phase B, with a final score determined in Phase C.

Phase A – Technical Score	30 Points
Phase B – Pricing Score	70 Points
Phase C - Total RFP Score	100 Points

11.5.2. Proposals that do not meet the minimum qualifying score for Phase A will not be given further consideration.

11.5.3. Proposals will be evaluated and scored by an evaluation team comprised of a minimum of three (3) representatives of the HRCE. The degree to which a proposal meets the proposal requirements will be determined at the sole discretion of the HRCE evaluation team.

11.5.4. Phase A – Technical Submission – The Technical Submission for compliant proposals will be evaluated using the evaluation criteria set out in the table below. Scores will be recorded for each criterion (rounded to two (2) decimal points) and a total qualifying score will be determined.

Refer 11.3.1	Phase A - Evaluation Criteria Technical Submission	Score
Section I.	Project Experience and References	15.00
Section II.	Team Composition	5.00
Section III.	Management of Project Specific Risks	5.00
Section IV.	Schedule of Work	5.00
Total Phase A - Potential total score - Technical Submission		30.00
Minimum score needed to pass technical		15.00

A minimum qualifying score of 15.00 points is required in Phase A for the proposal to be given further consideration.

All technical submissions that have met the minimum qualifying score will proceed to Phase B - Price Submission.

Technical submissions that score below the minimum qualifying score will not proceed further in the RFP evaluation process.

11.5.5. Phase B - Price Submission - Price Submission files for proponents whose Technical Submission have received fifteen (15.00) points or greater will be opened.

The Price Submission will have a weight of seventy (70.00) points.

Price submissions will be evaluated, and a Phase B score will be assigned to each proponent by using a proximity to lowest price method. In this method, proponents will be awarded points based on how close their total price submitted compares with the lowest cost of all total submissions.

Price Submissions will be Evaluated based on the Proponent’s Lump Sum Price.

For example:

Formula: Price Score = % value of score x (Low bid ÷ Your bid)

Example for calculation: Bid Pricing Received

Company P	Company Q	Company R	Company S	Company T
\$115,000	\$135,000	\$185,000	\$165,000	\$180,000

Calculation of Pricing Score for Company S:

Phase B Score = 70 points x (\$115,000 ÷ \$165,000) = 48.79 points

The Total Score (Phase C) will be calculated by adding together Phase A + Phase B scores.

11.5.6. The proponent who has the highest **TOTAL SCORE** (Phase C calculation), will be deemed to be the successful proponent, subject to other provisions herein, including Section 16.5.

Phase A – Technical Score	30 Points
Phase B – Pricing Score	70 Points
Phase C - Total RFP Score	100 Points

12. Conditions of the RFP Process

12.1. Proponents shall take full cognizance of content of all Contract Documents in preparation of their proposal. Section 00 41 13 – Price Submission Form, Subsection 5.0 references a complete list of Contract Documents.

13. Amendment or Withdrawal of Proposals

- 13.1.** Proposal packages may be **withdrawn** from the RFP process in writing by email notification sent to the submission email address, prior to date and time of closing.
- 13.2.** As previously stated in Section 00 21 13, item 1.6 - Amendments to the submitted offer will be permitted if received by email prior to the RFP closing time and if endorsed by the same party or parties who signed and executed the offer. If the amendment relates to the technical submission, it must be labeled "Technical Submission Amendment" along with the RFP number of the project and the company name. If the amendment relates to the price submission, it must be labeled "Price Submission Amendment" along with the RFP number of the project and the company name. The price amendment file must include the signed "Price Amendment Form" (Section 00 41 73).
- 13.3.** A single page Price Amendment Form is provided immediately following the Price Submission Forms (Section 00 41 73).
 - 13.3.1.1.** The Price Amendment Form provided is the standard master form for submission of any price amendments for this project.
 - 13.3.1.2.** The Price Amendment Form must be copied and completed, as directed, for any price amendments submitted.
- 13.4.** Price amendments shall not disclose either original or revised total price.

14. Proposal Ineligibility (Reason for Rejection)

- 14.1.** HRCE may reject a proposal which has been received prior to the closing time where:
 - 14.1.1.** The two file (electronic) system (Technical Submission and Price Submission) is not followed.
 - 14.1.2.** The price submission is not submitted on the required forms (Section 00 41 13) included herein.
 - 14.1.3.** The proposal is submitted by facsimile or regular mail or hand delivery.
 - 14.1.4.** There are omissions of information that the HRCE in its sole discretion deems to be significant.
 - 14.1.5.** The technical submission or price submission form is not signed as required.
 - 14.1.6.** The proposal has conditions attached which are not authorized by the invitation to bid.
 - 14.1.7.** The proposal fails to meet one or more standards specified in the invitation to bid.
 - 14.1.8.** All addenda have not been acknowledged.
 - 14.1.9.** Any other defect which, in the opinion of the HRCE brings the meaning of the proposal into question.

14.1.10. The required bid security is not provided within the Price Submission file.

14.1.11. Proponent failed to attend bidders' mandatory site meeting.

14.1.12. Proponent failed to list relevant HRCE project(s) in their Technical submission.

15. Communications Affecting Bids

15.1. Transmissions, including, but not limited to facsimile transmission:

15.1.1. The technical submission or price submission forms submitted by mail, fax or courier will not be accepted.

16. Right to Accept or Reject any Proposal

16.1. The HRCE reserves the right to reject any proposal in its sole and absolute discretion for any reason whatsoever and the HRCE will not necessarily accept the lowest bid.

16.2. The HRCE specifically reserves the right to reject all proposals if none are considered to be satisfactory in the HRCE's sole and absolute discretion and, in that event, at its option, to call for additional proposals.

16.3. Without limiting the generality of any other provision herein, the HRCE reserves the right to accept or reject any proposal in accordance with item #14 above (Proposal Ineligibility).

16.4. Notwithstanding the above, the HRCE shall be entitled, in its sole and absolute discretion, to waive any irregularity, informality or non-conformance with these instructions in any proposal received by the HRCE. The HRCE reserves the right to reject any or all proposals, or to accept any proposal, or portion thereof, deemed in its best interest.

16.5. In the event that more than one proponent achieves an identical final total score within two decimal places in Phase C, the HRCE will flip a coin to determine the successful contractor.

16.6. No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the HRCE or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.

17. Right to Cancel Competition/No Award

17.1. Issuing a RFP/RFT implies no obligation on HRCE to accept any submission, or a portion of any submission. The lowest or any RFP/RFT submission will not necessarily be accepted.

17.2. Without limiting the generality of the foregoing, an RFP/RFT may be cancelled in whole or in part by HRCE in its sole discretion, whether before or after the time for RFP/RFT submissions has closed, when:

17.2.1. The RFP/RFT submission price exceeds the funds allocated for the purchase;

17.2.2. There has been a material change in the procurement requirements after the RFP/RFT has been issued;

- 17.2.3.** Information has been received by HRCE after issuance of the RFP/RFT that HRCE believes has materially altered the procurement or the need of HRCE for the procurement; or
 - 17.2.4.** There was insufficient competition in order to provide the level of service, quality of goods or pricing required.
 - 17.3.** If no compliant RFP/RFT submission is received in response to an RFP/RFT, the HRCE reserves the right to enter into negotiations with one or more suppliers in order to complete the procurement or to reject all Bids and re-issue the RFP/RFT on new or modified RFP/RFT Documents.
 - 17.4.** HRCE will be the sole judge of whether there is sufficient justification to cancel any RFP/RFT.
 - 17.5.** No action or liability will lie or reside against HRCE in its exercise of its rights under this section

18. Construction Contract Guidelines

- 18.1.** The printed policies of the Nova Scotia Construction Guidelines dated May 18, 2006 (or latest revisions) are applicable to these RFP documents.

19. Submission and Security Forms – Signatures

- 19.1.** All Price Submission forms, bid security forms and performance assurance forms **must** bear the Bidder's original signature and name HRCE as the insured.

20. Bid Security

- 20.1.** Proponents must submit within the sealed Price Submission file, one of the following: bid security in the form of a certified cheque, Irrevocable Letter of Credit, or Bid Bond on CCDC Form 220, in the amount of ten percent (10%) of the Bid Price made payable to or naming HRCE (as obligee). This bid security **must** accompany the Price Submission as an electronic file. HRCE will request an original hard copy from the successful proponent as required.
- 20.2.** Where bid bond is provided as bid security:
 - 20.2.1.** The bond must be provided on the standard CCDC Bid Bond Form (latest version) in the amount of not less than ten percent (10%) of the Bid Price.
 - 20.2.2.** The bond must be 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 HRCE.
 - 20.2.3.** The cost of providing the Bid Bond must be included in the Bid Price.
 - 20.2.4.** A legible scanned copy of the bid bond or an electronic bid bond shall be submitted with the bid via email. If requested by the HRCE, the vendor will provide the original bid bond without delay.

- 20.3.** Where a certified cheque or a bank draft is provided as bid security:
- 20.3.1.** The certified cheque or bank draft must be endorsed in the name of HRCE, for a sum not less than ten percent (10%) of the amount of the Bid Price.
 - 20.3.2.** The cost of providing the certified cheque or bank draft must be included in the Bid Price.
- 20.4.** Where the Irrevocable Standby Letter of Credit is used as bid security:
- 20.4.1.** The letter must be endorsed in the name of HRCE, for a sum not less than ten percent (10%) of the Bid Price
 - 20.4.2.** 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).
 - 20.4.3.** The cost of providing the letter must be included in the Bid Price.
 - 20.4.4.** **A legible scanned copy of the bid bond or an electronic bid bond can be submitted with the bid via email. If requested by the HRCE, the vendor is required to provide the original bid bond without delay.**
- 20.5.** Return of Bid Security:
- 20.5.1.** The bid security of the unsuccessful proponents will be returned to them after the contract has been signed, or previous to such time, at the discretion of HRCE.
 - 20.5.2.** If no contract is awarded, all bid security will be returned.

21. Contract Security (Performance Assurance) – Required for contracts valued over \$100,000

- 21.1.** The performance assurance forms must bear the bidder's original signature and name HRCE as the insured.
- 21.2.** The successful contractor shall maintain performance assurance in force for a period of not less than twelve (12) months after Ready-for-Takeover is achieved.
- 21.3.** Performance Assurance must be endorsed as specified for bid security.
- 21.4.** Should it become apparent that the final cost of the project will exceed the total amount payable by more than 20%, the bidder shall arrange to have their bonds reissued based on the projected final cost.
- 21.5.** Section 00 72 13 – General Conditions GC11.2 and Section 00 73 00 – Supplementary General Conditions for form of Contract Security. Proponents should reference the project documents for the amount of Contract Security and the alternate type of Contract Security if applicable.
- 21.6.** Performance Assurance must be submitted as one of the following:
 - 21.6.1.** Where a Bid Bond was used as bid security:

documentation throughout the duration of the contract that the Irrevocable Standby Letter of Credit remains in full effect at all times as specified.

21.6.3.3. 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.

21.6.3.4. The Irrevocable Standby Letter of Credit is to be in effect for a period of not less than twelve (12) months after the Ready-for-Takeover is achieved.

22. Insurance

22.1. Proponents shall refer to project documents for the amount of insurance, the duration of coverage and alternate type of insurance; if applicable.

Section 00 72 13 -General Conditions of Contract,
Section GC 11.1 – Insurance, and
Section 00 73 00 – Supplementary General Conditions for form of Insurance.

22.2. The contractor shall carry such insurance as is required to protect the contractor, any sub-contractor, the HRCE, their agents and employees from all claims which may arise from the operations under this contract. The amounts of such insurance shall not be less than 22.3 below.

22.3. The General Contractor shall secure and maintain, at its expense, during the term of the insurance:

22.3.1. Wrap-Up Liability insurance must insure the general contractor(s) and all sub-contractors on this project:

22.3.1.1. including but not limited to, products liability and completed operations, contractual liability, owners and contractors' liability, attached machinery extension endorsement, and independent contractor, for a combined single limit of no less than \$5,000,000 (five million dollars) per occurrence.

22.3.1.2. Wrap-Up Liability insurance is to include 24 months (2 years) of completed operations.

- 22.3.2.** Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single coverage of \$2,000,000 (two million dollars) per occurrence.
- 22.3.3.** Builders Risk: All risks in the amount of the contract Stipulated Bid Price. Insurance requirements as stipulated in the CCDC 2-2020.
- 22.3.4.** Workers' Compensation to meet statutory requirements and/or Employers Liability, with limits of not less than \$2,000,000 (two million dollars).
- 22.3.5.** Contractors Pollution Liability Insurance limits of not less than \$2,000,000 (two million dollars) per occurrence
- 22.4.** Primary Insurance: The Contractor agrees that the insurance as required shall be primary and non-contributory.
- 22.5.** No Limitation: The Contractor is responsible for determining whether the minimum insurance coverage amounts contained in this RFP are adequate to protect its interests. These minimum coverage amounts do not constitute limitations upon Supplier's Liability.
- 22.6.** Endorsements – For the policies in item 22.3 above, there shall contain an endorsement naming the Halifax Regional Centre for Education and its affiliates as Additional Insured, and eliminating and removing any exclusion of liability for:
- 22.6.1.** injury, including bodily injury and death to an employee of the insured or of the Halifax Regional Centre for Education, or
- 22.6.2.** any obligation of the insured to indemnify, hold harmless, defend, or otherwise make contribution to the Halifax Regional Centre for Education because of damage arising out of injury, including bodily injury and death, to an employee of Halifax Regional Centre for Education.
- 22.7.** The Contractor shall provide a certificate of insurance evidencing the above prior to work being performed. The HRCE also requires a complete copy of the Builder's Risk and Wrap-Up Liability policies, in addition to the Certificate of Liability Insurance.
- 22.8.** Furthermore, HRCE must receive, in writing, at least thirty (30) days' notice of cancellation or modification of the above insurances. All insurance policies or certification documents shall specify coverage being applicable to this contract. The

Contractor shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policy or policies of insurance.

- 22.9.** Insurance documents (certificate and policies) shall be provided to the Purchasing Department within the timeframe indicated on the award letter. These documents are required before a purchase order will be issued. Work is not authorized and shall not commence until receipt of the purchase order.

23. Proof of Competency of Proponent

- 23.1.** Any bidder may be required to furnish evidence satisfactory to the owner that he and his proposed sub-contractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.

23.1.1. The successful contractor must be a member in good standing with CRCA, RCANS or NBRCA; and Nova Scotia Construction Safety Association or approved recognized association or program.

23.2. Proposal Signing

23.2.1. The Technical Submission and the Price Submission form must be signed and under seal (as applicable) by a duly authorized signing officer(s) in their normal signatures.

23.3. Contract Time

23.3.1. The bidder, in submitting an offer, agrees to achieve Ready-for-Takeover of the work by the date indicated in the contract documents.

24. Offer Acceptance / Rejection

24.1. Duration of offer

24.1.1. Proposals shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the RFP closing date.

24.2. Award/Selection/Acceptance of Offer

24.2.1. In the evaluation of a proposal, HRCE will consider, but not be limited to, the following criteria:

24.2.1.1. Compliance with proposal requirements

24.2.1.2. Proposal Evaluation Criteria as stated in Section 11.5

24.2.2. The Owner's evaluation of any and all proposals will be final

- 24.3.** After acceptance by HRCE, the successful bidder shall be notified in writing of acceptance of the bid by way of an award letter.

25. Agreement

- 25.1. After acceptance, the HRCE and the successful proponent will enter into a CCDC-2, standard form of contract for the execution of the work.
- 25.2. A purchase order will be issued to the successful bidder once the contract has been signed and executed.

26. Post Award Submissions

- 26.1. Upon receipt of the award letter, the successful contractor will provide the following documents within five (05) business days:
 - 26.1.1. A current Certificate of Recognition or Letter of Good Standing - The Contractor will supply a Certificate of Recognition issued jointly by the Workers' Compensation Board of Nova Scotia and an occupational health and safety organization approved by the Workers' Compensation Board of Nova Scotia (such as the Nova Scotia Construction Safety Association). These approved organizations are currently listed on the Workers' Compensation Board of Nova Scotia website (www.wcb.ns.ca). The contractor shall remain in good standing for the duration of the contract.

The Contractor shall supply the following:

- 26.1.1.1. Worker's Compensation Coverage – The Contractor shall supply a clearance letter from the Worker's Compensation Board of Nova Scotia, indicating the Contractor is assessed and in good standing;
 - 26.1.1.2. Certificates of good standing with CRCA (Canadian Roofing Contractors Association) and RCANS (Roofing Contractors Association of Nova Scotia);
 - 26.1.1.3. All required contract security and insurance documentation;
 - 26.1.1.4. A completed Schedule of Values (see Section 01 37 00);
 - 26.1.1.5. A completed Safety Plan; and,
 - 26.1.1.6. A detailed listing of subcontractors to be used.
- 26.1.2. In the event that any such certification during the term of the contract expires, the obligation remains with the Contractor to provide the updated required certificates.
 - 26.1.2.1. The Contractor and subcontractors (if applicable) shall remain in good standing for the duration of the contract.

27. Taxes

- 27.1. The General Conditions of the Contract state that the Contractor is to pay all Harmonized Sales Tax (HST).

- 27.2. The HRCE is not exempt from HST. As a result, the aggregate amount of the bid for contracts is subject to HST; however, **prices submitted shall not include HST.**
- 27.3. The HST payable by the HRCE will be added as a separate item during the processing of progress payments and therefore **HST will not appear as a cost in the aggregate amount of the bid amount.**
- 27.4. Proponents are advised that they may be eligible to claim an Input Tax Credit (ITC) for a portion of the HST paid in relation to the contract requirement of the Government of Canada.
- 27.5. Proponents are to note that prices indicated on the Price Submission Form and the amendments to the Price Submission Form shall not include Provincial Sales Taxes, the Federal Goods and Services Tax or the Harmonized Sales Tax.
- 27.6. Refer to CCDC-2 (Section 00 72 13) and Supplementary General Conditions (Section 00 73 00).

28. Proponent Debriefing

- 28.1. HRCE will, if requested by a proponent within fifteen (15) days of notice of RFP award, arrange a debriefing for the purpose of informing the bidder why their proposal was not selected. At least two (2) HRCE staff shall attend the de-briefing.

The purpose of the de-briefing will be to discuss the proponent's scoring, answer questions and identify any weak areas in the proponent's submission in order for the proponent to improve future bid submissions. HRCE will not divulge details contained in any proponent's proposal with other proponents or overall ranking.

29. Purchase Orders

- 29.1. The purchase order will be issued by the HRCE Purchasing Department once the CCDC-2 Contract Documents have been fully executed by all parties.

30. Invoices

- 30.1. The purchase order number and HST number shall be noted on any/all invoices related to all work performed under this contract.
- 30.2. Applications for progress payments should be submitted to HRCE's consultant and cc'd to operations-invoices@hrce.ca as well as HRCE's Project Manager (Operations Contact) identified on the RFP cover page.

SECTION 00 41 13 – PRICE SUBMISSION FORM

1. Salutation:

To: HALIFAX REGIONAL CENTRE FOR EDUCATION
33 SPECTACLE LAKE DRIVE, DARTMOUTH, NS B3B 1X7
ATTN: NANCY RIDEOUT, PURCHASING MANAGER

For: #4243 Roof Replacement – Herring Cove Junior High

Organization Name:	
Street Address:	
Email Address:	
Telephone:	
Authorized Signing Authority:	
Position Title:	

2. Proponent Declares:

- 2.1. That this submission was made without collusion or fraud.
- 2.2. That the proposed work was carefully examined.
- 2.3. That the Proponent is familiar with local conditions.
- 2.4. That Contract Documents and Addenda were carefully examined.
- 2.5. That all the above were taken into consideration in preparation of this RFP.

3. Proponent Agrees:

- 3.1. To provide all necessary equipment, tools, labour, incidentals and other means of construction to do all the work and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Contract and agrees to accept, therefore, as payment in full the Lump Sum Price stated in Subsection 6 hereunder.
- 3.2. The have carefully examined the site of the work described herein; have become familiar with local conditions and the character and the extent of the work; have carefully examined every

part of the proposed Contract and thoroughly understand its stipulations, requirements and provisions.

- 3.3. The have determined the quality and quantity of materials required; have investigated the location and determined the source of supply of the materials required; have investigated labour conditions; and have arranged for the continuous prosecution of the work herein described.
- 3.4. To be bound by the award of the Contract and if awarded the Contract on this bid price, to execute the required contract within ten (10) days after notice of award.
- 3.5. They have noted that the Harmonized Sales Tax is excluded from the "Contract Price".
- 3.6. The Contractor's employees shall always report to the main office of a school, indicate who they are, and state their purpose on site prior to starting any work in the school.
- 3.7. ***To the hours of work, defined as: Work for the HRCE is to be completed during hours when schools are unoccupied, unless otherwise authorized in writing by the Project Manager (Operations Contact person) or designate. Hours of work shall comply with local ordinances and bylaws for each site.***
 - 3.7.1. No work shall be conducted on weekends or statutory holidays without specific written approval from the Operations Manager or designate.
 - 3.7.2. In the event that work is requested by HRCE during hours when schools are occupied, the work will be limited to work that is not disruptive to the school. There shall be no mechanical removals, no drilling, screwing or torch work during occupied hours without prior written approval from HRCE.

4. Owner Agrees

- 4.1. To examine this proposal and in consideration, therefore, the proponent hereby agrees not to revoke this bid:
 - 4.1.1. until some other proponent has entered into the Contract with the HRCE for the performance of the work and the supply of the materials specified in the notice inviting proposals; or in the Information to Proponents, or
 - 4.1.2. until ninety (90) days after the time fixed in the Information to Proponents for receiving bids has expired, or
 - 4.1.3. Whichever first occurs; provided, however, that the Proponent may revoke this proposal at any time before the time fixed as indicated in the section 00 21 13, item 13.1.

5. Contract Documents include:

The HRCE will use the CCDC-2, 2020 for this work. A copy of the Standard Construction Contract CCDC 2 – 2020 is available upon request and will form part of the Contract Documents.

The HRCE Supplementary General Conditions for the CCDC-2, 2020 application to this Work is available for review under Section 0073 00 of the RFP document.

- 5.1.1.** Cover Page
- 5.1.2.** Table of Contents – Section 00 00 10
- 5.1.3.** Description of Work & List of Drawings – Section 00 00 15
- 5.1.4.** List of Consultants – Section 00 05 00
- 5.1.5.** Information for Proponents – Section 00 21 13
- 5.1.6.** Price Submission Form – Section 00 41 13
- 5.1.7.** Price Amendment Form (if applicable) – Section 00 41 73
- 5.1.8.** Agreement Between Owner and Contractor (CCDC 2) – Section 00 52 00
- 5.1.9.** Definitions (CCDC 2) – Section 00 52 13
- 5.1.10.** General Conditions of the Stipulated Contract Price (CCDC 2) – Section 00 72 13
- 5.1.11.** Supplementary General Conditions – Section 00 73 00
- 5.1.12.** Specifications of Work (all applicable sections)
- 5.1.13.** Drawing(s) – as applicable
- 5.1.14.** Addenda issued by HRCE
- 5.1.15.** Post Bid Addenda issued by the HRCE, where applicable.
- 5.1.16.** Executed Contract

6. Price Submission - Contract Price:

- 6.1.** The undersigned Proponent, having carefully read and examined the aforementioned Contract Documents prepared by the Consultant, for the Halifax Regional Centre for Education, hereby accepts the same as part and parcel of the Contract herein referred to, and having carefully examined the locality and site of works and having full knowledge of the work required and of the materials to be furnished and used, does hereby propose and offer to enter into a contract to perform and complete, the whole of the said works and provide all necessary labour, plant, tools, materials and equipment and pay all applicable taxes, as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents and to do all therein called for on the terms and conditions and under the provisions therein set forth for the following:

6.2 LUMP SUM PRICE

#4243 Roof Replacement – Herring Cove Junior High

_____ /100 Dollars (\$_____)
(HST Excluded)

Contract Price to be completed in written form on the lines provided above, with cents expressed as numerical fraction of a dollar. Contract price to be completed in numerical form on the line bounded by parenthesis above, with cents expressed as a decimal of a dollar.

Price Submissions will be Evaluated based on the Proponent's Lump Sum Price.

WHERE THERE IS A CONFLICT, WRITTEN WORD WILL GOVERN.

Award will be subject to Budget Availability.

The HRCE reserves the Right to:

Award to one or more contractors who bid.

Accept bids on any or all sections of this work.

Reduce the Scope of Work if the Bid amount Exceeds the Available Budget.

6.3 INDIVIDUAL PRICE – EACH ROOF SECTION

6.3.1. Not Applicable.

7. Completion Date:

7.1. The proponent agrees to achieve Ready-for-Takeover on or before the following date:

7.1.1.1. **November 29, 2024**

7.1.1.2. The undersigned Proponent agrees, if awarded the Contract, to achieve the Ready-for-Takeover Date providing the contract is awarded within fifteen (15) business days of RFP closing time.

8. Addenda Acknowledgement

We have received and noted the following addenda:

Addendum #	Dated	# of Pages
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature * The undersigned Proponent declares that this bid is made without connection to any other person(s) submitting pricing for the same work and is in all respects fair and without collusion or fraud.

RFP #4243 Roof Replacement – Herring Cove Junior High

SIGNATURE:

SIGNED AND DELIVERED
in the presence of:

Witness

CONTRACTOR

Company name

Signature of Signing Officer

Name and Title (printed)

Date

9. Acknowledgement of Student Safety

The Halifax Regional Centre for Education (HRCE) 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 HRCE 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. Failure to comply with this requirement may result in immediate contract termination.

The HRCE reserves the right to demand, at any time, during the full term of the project a Criminal Record Check and/or a Child Abuse Registry Check, on any personnel authorized by the Contractor to be on HRCE work/school sites.

By signing below, you are confirming that you understand and will abide by this mandatory HRCE requirement.

Witness

Company name

Signature of Signing Officer

Name and Title (printed)

Date

END OF SECTION 00 41 13

SECTION 00 41 73 - PRICE AMENDMENT FORM
#4243 Roof Replacement
Herring Cove Junior High

Note: to be completed and forwarded for each Price amendment prior to RFP closing time and date as detailed on the cover sheet of the RFP document and any applicable addenda.

Lump Sum Price Amendment – Section 00 41 13 Price Submission form, Article 6.1. Contract Price

Increase Price by		Decrease Price By	
Amount (excluding HST)	\$	Amount (excluding HST)	\$

It is the Proponent's responsibility to ensure the table above is legible.

Submitted by:

Company Name (please print as it appears on original RFP file)

Authorized Proponent's Name (please print as it appears on Price Submission Form)

Authorized Proponent's Signature

Date

END OF SECTION 00 41 73

SECTION 00 52 00 - AGREEMENT BETWEEN OWNER AND CONTRACTOR
CCDC 2 – 2020

(A copy of Section 00 52 00, Standard Construction Contract CCDC 2 – 2020 (5 pages) is available upon request, otherwise, will form part of the contract sets to the successful bidder)

END OF SECTION 00 52 00

SECTION 00 52 13 - DEFINITIONS
CCDC 2 - 2020

(A copy of section 00 52 13, Standard Construction Contract CCDC 2 – 2020 (2 pages) is available upon request, otherwise, will form part of the contract sets to the successful bidder)

END OF SECTION 00 52 13

SECTION 00 72 13 - GENERAL CONDITIONS
OF THE STIPULATED PRICE CONTRACT
CCDC 2 - 2020

(A copy of section 00 72 13, Standard Construction Contract CCDC 2 – 2020 (22 pages) is available upon request, otherwise, will form part of the contract sets to the successful bidder)

END OF SECTION 00 72 13

SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS CCDC2 – 2020

The Canadian Standard Construction Document for Stipulated Price Contract (CCDC 2, 2020 version), Definitions and General Conditions governing same, shall be used by the project. The following Supplementary General Conditions (the “**Supplementary Conditions**”) are intended to Supplement or Amend the General Conditions, and where conflicts occur, the Supplementary Conditions shall take precedence.

Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is Deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the Deleted item will be retained, unused.

2 ARTICLE A-5 PAYMENT

Change 5.2.1 to delete the letter “s” from the word “rates”.

Change 5.2.1(1) to read: "1% per annum above the prime rate."

Delete 5.2.1(2) in its entirety.

Delete 5.2.2. in its entirety.

DEFINITIONS

Add the following defined term to the Definitions:

Submittals

Submittals are documents or items required by the Contract Documents to be provided by the Contractor, such as:

1. Shop Drawings, samples, models, mock-ups to include details or characteristics, before the portion of the Work that they represent can be incorporated into the Work; and
2. As-built drawings and manuals to provide instructions to the operation and maintenance of the Work.

3 GC 1.1 CONTRACT DOCUMENTS

Add to the end of subparagraph 1.1.6.2:

1.1.6.2 Except where the Consultant shall be indemnified as a third- party beneficiary as provided in subparagraphs 9.2.7.4, 9.5.3.4 and in 13.1.1.3.

Add subparagraph 1.1.4.1:

1.1.4.1 Notwithstanding GC 1.1.4, should one or more conflict exist between Contract Documents and any work is done without consulting the Consultant for correction, Additional information, or a finding, the Contractor shall assume full and sole responsibility for any Additional costs incurred related to the conflict(s).

4 GC 2.4 DEFECTIVE WORK

Add new subparagraphs 2.4.1.1 and 2.4.1.2:

2.4.1.1 The Contractor shall rectify, in a manner acceptable to the Owner and the Consultant, all defective work and deficiencies throughout the Work, whether or not they are specifically identified by the Consultant.

2.4.1.2 The Contractor shall prioritize the correction of any defective work which, in the sole discretion of the Owner, adversely affects the day to day operation of the Owner.

5 PART 3 EXECUTION OF THE WORK

6 GC 3.1 CONTROL OF THE WORK

Add new paragraphs 3.1.3 and 3.1.4:

3.1.3 Prior to commencing individual procurement, fabrication, and construction activities, the Contractor shall verify, at the Place of the Work, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the Work and shall further carefully compare such field measurements and conditions with the requirements of the Contract Documents. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the Contractor shall immediately notify the Consultant before proceeding with any part of the affected work.

3.1.4 The Contractor shall make all reasonable efforts to ensure that the Work is carried out in a continuous manner. The Contractor shall not knowingly permit Construction Equipment and/or Products to be stored at the Place of Work when they are not being used in connection with or implemented into the Work, except in accordance with paragraph 3.7.7.1.

7 GC 3.6 SUBCONTRACTORS AND SUPPLIERS

Add the following paragraph 3.6.7:

3.6.7 A copy of the agreement between Contractor and any subcontractor(s) shall be provided to the Owner and the Consultant, if so requested.

8 GC 3.7 LABOUR AND PRODUCTS

Add the following paragraph 3.7.4:

3.7.4 The Contractor is responsible for the safe on-site storage of Products and their protection (including Products supplied by the Owner and other contractors to be installed under the Contract) in such ways as to avoid dangerous conditions or contamination to the Products or other persons or property and in locations at the Place of the Work to the satisfaction of the Owner and the Consultant. The Owner shall provide all relevant information on the Products to be supplied by the Owner.

Add the following paragraph 3.7.5:

3.7.5 The Contractor shall confine Construction Equipment, Temporary Work, storage of Products, waste products and debris, and operations of employees and Subcontractors to limits indicated by laws, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the Place of the Work.

Add the following paragraph 3.7.6:

3.7.6 The Contractor shall maintain the Work in a safe and tidy condition and free from accumulation of waste products and debris.

Add the following paragraphs 3.7.7.1 and 3.7.7.2:

3.7.7 .1 The Contractor shall not permit Products or Construction Equipment to be stored at the Place of Work unless:

(i) the Products and/or Construction Equipment are used within fourteen (14) days of their arrival at the Place of Work; or

(ii) the Owner provides written permission for Products and/or Construction Equipment to be stored at the Place of Work, in which case the Contractor shall comply with the written instructions provided by the Owner in that regard, and said permission may be withdrawn by the Owner upon five (5) business days' notice, in which case the Contractor will be solely responsible for any costs, losses, or damages the Contractor incurs in connection the withdrawal of said permission;

.2 Notwithstanding any other provision of the Contract Documents, and subject only to the provisions of any Payment Legislation, the Owner shall not be liable to pay any amount greater than 25% of the actual cost of any Products and/or costs associated with Construction Equipment that is/are stored at the Place of Work and not used within 14 days of their arrival at the Place of Work. The Owner shall only become liable to pay for the remainder of said Products and/or costs of said Construction Equipment after those Products and/or Construction Equipment are actually used at the Place of Work and is/are invoiced in accordance with the terms of the Contract Documents.

Add the following paragraphs 3.7.8.1., 3.7.8.2, 3.7.8.3, and 3.7.8.4:

3.7.8 The Contactor shall:

.1 furnish competent and adequate labour and staff, who shall be in attendance at the Place of Work at all times, as necessary, for the proper administration, co-ordination, supervision, and superintendence of the Work;

.2 organize the procurement of all Products and Construction Equipment so that labour and staff will be available at the requisite times to complete the Work in accordance with GC 3.4 Construction Schedule;

.3 keep an adequate force of skilled workers at the Place of Work, as necessary, to complete the Work in accordance with all requirements of the Contract Documents and in accordance with GC 3.4 Construction Schedule; and

.4 provide the Owner, Project Manager, and Consultant, with the names, work addresses, and telephone numbers of the appointed representative of the Contract and other responsible field persons who may be contacted during non-working hours.

9 GC 3.8 SHOP DRAWINGS AND OTHER SUBMITTALS

Add the words “AND OTHER SUBMITTALS” to the Title after SHOP DRAWINGS in GC 3.8.

Add “and Submittals” after each instance of the words “Shop Drawings” in paragraphs 3.8.1, 3.8.2, 3.8.3, 3.8.3.2, 3.8.5, 3.8.6, and 3.8.7.

Add the following paragraph 3.8.1.1:

3.8.1.1 Prior to the first application for payment, the Contractor and the Consultant shall jointly prepare a schedule of the dates for submission and return of Shop Drawings and any Submittals.

Add the following subparagraph 3.8.4.1:

3.8.4.1 The following paragraph shall apply to each Shop Drawing and Submittal reviewed in connection with the project. The Consultant’s review conducted pursuant to GC 3.8.3 shall not imply that the Consultant has approved the detailed design inherent in the Shop Drawings or Submittals, responsibility for which shall remain with the Contractor submitting same. The Contractor is responsible for information that pertains solely to fabrication processes or to techniques of construction and installation, and for coordination of the work of all sub trades.

Delete the following words in paragraph 3.8.7:

3.8.7 “with reasonable promptness so as to cause no delay in the performance of the Work” and replace those words with: “within ten (10) working days or such longer period as may be reasonably required”.

Add new GC 3.9 as follows:

10 GC 3.9 CONTRACTOR RESPONSIBILITY FOR WATER TIGHTNESS

GC 3.9 The Drawings and Specifications are not intended to depict each and every condition or detail of construction. As the knowledgeable party in the field, the contractor is in the best position to verify that all construction is completed in a manner which will provide a watertight structure.

The contractor has the sole responsibility for ensuring the watertight integrity of the structure.

Add new GC 3.10 as follows:

11 GC 3.10 PERFORMANCE BY CONTRACTOR

GC 3.10 In performing the Work and all its services and obligations under the Contract, the Contractor shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The Contractor acknowledges and agrees that throughout the Contract, the Contractor's obligations, duties and responsibilities shall be interpreted in accordance with this standard. The Contractor shall exercise the same standard of due care and diligence in respect of any products, personnel, or procedures which it may recommend to the Owner.

The Contractor further represents, covenants and warrants to the Owner that:

1. The personnel it assigns to the Project are appropriately experienced;
2. It has sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the Owner's approval, in the event of death, incapacity, removal or resignation.

12 GC 4.1 CASH ALLOWANCES

Delete paragraph 4.1.7 in its entirety and substitute:

4.1.7 At the commencement of the Work, the Contractor shall prepare for the review and acceptance of the Owner and the Consultant a schedule indicating the times, within the construction schedule referred to in GC 3.4, at which items called for under cash allowances and items that are specified to be purchased by the Owner and installed or hooked up by the Contractor are required to be at the Place of the Work to avoid delaying the progress of the Work.

Add new paragraph 4.1.8:

4.1.8 The *Owner* reserves the right to call, or to have the Contractor call, for competitive bids for portions of the Work, to be paid for from cash allowances.

13 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete section GC 5.1 in its entirety.

14 GC 5.2 APPLICATION FOR PROGRESS PAYMENT

Add to paragraph 5.2.1, “, the Project Manager,” after the word “Owner”.

Add the following at the end of paragraph 5.2.2:

5.2.2 Such applications shall be accompanied by one or more of the following documents: a Statutory Declaration, Waiver of Lien, or receipt, stating that the holdback monies claimed have been paid to the particular party or parties so named or referred to therein. The form of the Statutory Declaration, Waiver of Lien, or receipt shall meet the approval of the Consultant.

Add the following paragraph 5.2.9:

5.2.9 The reference to payment for Products delivered to the Place of the Work in Article 5.2.8 shall not be construed as covering day-to-day financing of the Project. Products delivered to the Place of the Work shall be construed to mean major items of equipment or quantities of items that are essential for the expedient conduct of the Work.

Add the following paragraph 5.2.10:

5.2.10 The Contractor shall submit all applications for payment and invoices (with supporting documents as required by the Contract Documents) to the Owner via the following email address: operations-invoices@hrce.ca.

15 GC 5.3 PAYMENT

Supplement paragraph 5.3.1 by adding the following:

5.3.1 A holdback percentage of ten (10) percent (%) shall apply to progress payments. The sworn statement by the Contractor for release of holdback monies shall be in the form of a Statutory Declaration meeting the approval of the Consultant. Amounts as certified by the Consultant to rectify deficiency items, or incomplete portions of individual work items, may be retained by the Owner after Substantial Performance has been obtained, pending Total Performance of the work or other authorization for release by the Consultant.

Amend subparagraph 5.3.1.2 as follows:

5.3.1.2 Delete "28" and replace with "30."

16 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

Add the following paragraph 5.4.7:

5.4.7. Before the Contractor submits his application for Substantial Performance of the Work, all Operations and Maintenance Manual materials shall be submitted in accordance with the Contract Documents. The Certificate of Substantial Performance will not be issued until this requirement is met.

Add the following subparagraph 5.4.8:

5.4.8 After the issuance of a certificate of Substantial Performance of the Work by the Consultant, the Contractor shall promptly submit to the Consultant and the Owner (i) a Certificate from a barrister stating that there are no Builders' Liens filed relating to the Work and (ii) a Clearance Letter from the Workers' Compensation Board.

17 GC 5.5 FINAL PAYMENT

Add the following subparagraphs 5.5.1.1, 5.5.1.2, 5.5.1.3, and 5.5.1.4:

5.5.1.1 The Contractor's application for final payment is considered to be valid only when all of the following have been performed:

1. Work has been completed and inspected for compliance with Contract Documents, and the Consultant is satisfied that all the requirements of the Contract have been fulfilled by the Contractor.
2. Defects have been corrected, deficiencies have been completed, and the Place of Work is (i) free of waste products and debris, and (ii) clean and suitable for use or occupancy by the Owner.
3. Equipment and systems have been tested, adjusted and balanced and are fully operational, and written reports as outlined in the Contract Documents have been provided to the Consultant.
4. Certificates required by Utility companies, manufacturer's representative and inspectors have been submitted.
5. Spare parts, maintenance materials, warranties and bonds have been provided.

5.5.1.2 If Work is deemed incomplete by the Consultant, the Contractor shall complete outstanding items and request re-inspection.

5.5.1.3 If, within sixty (60) days after the issuance by the Consultant of the Certificate of Substantial Performance, the Contractor has not corrected all the deficiencies, the Owner will retain sufficient money to cover the cost of completing said deficiencies, as determined by the Consultant, in

addition to holding monies retained in accordance with the Contract Documents and subject to the provisions of the Builders' Lien legislation of Nova Scotia.

5.5.1.4 Neither the final certificate nor the payment thereunder, nor any provision in the Contract Documents shall relieve the Contractor from responsibility for faulty material or workmanship which shall appear within a period of one (1) year from the date when Ready-For-Takeover has been attained and the Contractor shall promptly remedy any defects due thereto and pay for any damage to other Work resulting therefrom which shall appear within such period of one year. The Owner shall give notice of observed defects reasonably promptly. This article shall not be deemed to restrict any liability of the Contractor arising out of any law in force in the Province of Nova Scotia.

18 GC 6.2 CHANGE ORDER

Add the following paragraphs 6.2.3, 6.2.4, 6.2.5, 6.2.5, 6.2.6, 6.2.7, and 6.2.8:

- 6.2.3 All contemplated changes in the work shall be issued by the Consultant on a "Contemplated Change Order" form.
- 6.2.4 For lump sum pricing, the Contractor shall, upon receipt of the Contemplated Change Order, submit to the Consultant for approval within seven (7) days, a quotation for changes in the work. The Contractor acknowledges that failure to do so will result in foreseeable delay to the approval and payment of changes in the Work and foreseeable Additional costs to the Owner.
- 6.2.5 Quotation for changes shall be priced in sufficient detail (GC 6.6 applies).
- 6.2.6 Consultant shall, within five (5) working days, notify the Contractor whether estimates are accepted by Owner or further information is required. Acceptance of the Owner shall be indicated in writing, and a signed copy of the Contemplated Change Order form shall be returned to the Contractor.
- 6.2.7 The Contractor shall take reasonable measures to stop Work or minimize the Work in areas affected by or related to the contemplated change(s).
- 6.2.8 For each change in the Work, the Contract Price shall be increased by the net cost of that change in the Work, plus the following mark-ups for all overhead and profits:
- a. a 10% mark-up on the direct cost of the net change in the Work for change work performed by the Contractor's own forces; and
 - b. a 5% mark-up on the change work performed by Subcontractors.

Credits for reduced or Deleted portions of the Work shall be the actual cost of that Work, without Addition or subtraction of any amount by the Contractor for overhead and profit, and shall be included in the actual cost of the net change.

19 GC 6.3 CHANGE DIRECTIVE

Delete paragraph 6.3.6.3 of GC 6.3 and replace with:

6.3.6.3. The Contractor's percentage fee referred to in paragraphs 6.3.6.1 and 6.3.6.2 shall be calculated and determined applying the following percentage mark-ups for overhead and profit:

- a. a 10% mark-up on the direct cost of the net change in the Work for change work performed by the Contractor's own forces; and
- b. a 5% mark-up on the change work performed by Subcontractors.

Add to GC 6.3 the following paragraphs 6.3.14 and 6.3.15:

6.3.14 If unit prices are set out in the Contract or subsequently agreed upon, then the unit process alone shall govern in relation to determining the cost of any item for a Change Directive.

6.3.15 Payment of the cost of performing work attributable to a Change Directive shall be made only if and to the extent that the Contractor has taken all reasonable steps to mitigate and minimize the impact of the change and the resulting cost.

20 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

Add new paragraph 6.4.5:

6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the Place of the Work and applied to that investigation the degree of care and skill described in paragraph 3.10, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the Contractor prior to submission of bid, and the sufficiency and completeness of the information provided by the Owner. The Contractor is not entitled to compensation or to an extension of the Contract Time for anything which could reasonably have been ascertained by the Contractor by such careful investigation undertaken prior to the submission of the bid.

21 GC 6.5 DELAYS

Delete the period at the end of paragraph 6.5.1 and substitute the following words:

6.5.1 “, but excluding any consequential, indirect or special damages.”

Add new paragraph 6.5.6:

6.5.6 If the Contractor is delayed in the performance of the Work by any act or omission of the Contractor or anyone employed or engaged by the Contractor directly or indirectly, or by any cause within the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Consultant may decide in consultation with the Contractor. The Owner shall be reimbursed by the

Contractor for all reasonable costs incurred by the Owner as the result of such delay, including all services required by the Owner from the Consultant as a result of such delay by the Contractor and, in particular, the cost of the Consultant's services during the period between the Ready-for-Takeover date stated in Article A-1 herein (subject to any adjustment in accordance with the Contract Documents) and any later, actual date Ready-for-Takeover is attained by the Contractor.

Add new paragraph 6.5.7:

6.5.7 The Consultant shall not, except by written notice to the Contractor, stop or delay any part of the Work pending decisions or proposed changes.

22 GC6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

Add the following to the end of paragraph 6.6.1, deleting the "." after the word "Consultant":

"in no case more than 10 Working Days from the event or series of events giving rise to the claim".

Amend paragraph 6.6.5 as follows:

6.6.5 Add the words "as noted in paragraph 6.6.3" after the words "of the claim" and add the words "and the consultant", at the end.

Add the following paragraph 6.6.7:

6.6.7 If the Contractor claims for an increase in the Contract Price pursuant to this GC 6.6, the amount of any such claim shall be limited to the amount determined in accordance with the methods of quantification set out in paragraphs 6.3.6, 6.3.7, and 6.3.14 of GC 6.3, and the Contractor shall promptly submit a detailed breakdown of all labour, materials, overhead, and profits claimed, including those of Subcontractors. Contemporaneous records are required to support a claim for an increase in the Contract Price, and the Owner retains the right to verify all submitted records through an independent audit. The Owner is not liable for costs not so substantiated. Any mark-up for overhead and profit on the claimed amount under this GC 6.6 shall be limited to the amounts provided for under GC 6.3.6.3, as Amended by these Supplementary Conditions.

23 GC 8.3 NEGOTIATION, MEDIATION, AND ARBITRATION

Add the following paragraphs 8.3.9, 8.3.10, 8.3.11, 8.3.12, 8.3.13, 8.3.14, and 8.3.15:

8.3.9 Within five (5) days of receiving a Notice in Writing requesting arbitration, the party receiving the notice shall give the Consultant a written notice containing:

- a. a copy of the Notice in Writing requesting arbitration;
- b. a copy of supplementary conditions 8.2.9 to 8.2.14 of this contract, and;

- c. a concise description of any claims or issues which the Contractor or the Owner, as the case may be, wishes to raise in relation to the Consultant arising out of the issues in dispute in the arbitration.

8.3.10 The Owner and the Contractor agree that the Consultant may elect, within ten (10) days of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the Consultant:

- a. has a vested or contingent financial interest in the outcome of the arbitration;
- b. gives the notice of its election to the Owner and the Contractor before the arbitrator is appointed;
- c. agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and;
- d. agrees to be bound by the arbitral award made in the arbitration.

8.3.11 If an election is made under paragraph 8.3.10, the Consultant may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the Consultant has elected under paragraph 8.3.10 to become a full party may:

- a. on application of the Owner or the Contractor, determine whether the Consultant has satisfied the requirements of paragraph 8.3.10, and;
- b. make any procedural order considered necessary to facilitate the Addition of the Consultant as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply mutatis mutandis to written notice to be given by the Consultant to any sub-consultant.

8.3.14 In the event of notice of arbitration given by the Consultant to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10, and is deemed to be bound by the arbitration proceeding.

8.3.15 An application for arbitration shall be accompanied by security in the amount of \$1,000 to apply to the cost of arbitration. Any claims of excess costs must be submitted in writing to the Consultant within two weeks of completion or alleged completion of the work. No claims shall be accepted after this date and, also, no claims shall be accepted for disputed work unless the Consultant has been notified as specified.

24 GC 9.1 PROTECTION OF WORK AND PROPERTY

Delete subparagraph 9.1.1.1 in its entirety and substitute the following new paragraph 9.1.1.1:

9.1.1.1 errors or omissions in the Contract Documents which the Contractor could not have discovered applying the standard of care described in paragraph 3.10.

Delete paragraph 9.1.2 in its entirety and substitute the following new paragraph 9.1.2:

9.1.2 Before commencing any Work, the Contractor shall determine the locations of all underground utilities and structures indicated in the Contract Documents, or that are discoverable by applying to an Inspection of the Place of the Work exercising the degree of care and skill described in paragraph 3.10.

25 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

Add in paragraph 9.2.6 after the word “responsible”, the following new words:

9.2.6 Or whether any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirements, or which threatens human health and safety or the environment, or material damage to the property of the Owner and others,

Add in subparagraph 9.2.7.4:

9.2.7.4 “and the Consultant” after “Contractor”:

Add in paragraph 9.2.8 after the word “responsible”, the following new words:

9.2.8 or that any toxic or hazardous substances or materials already at the Place of the Work (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the Contractor or anyone for whom the Contractor is responsible in a manner which does not comply with legal and regulatory requirement, or which threatens, human health and safety or the environment, or material damage to the property of the Owner or others,

26 GC 9.4 Construction Safety

Add to the end of paragraph 9.4.1:

The Contractor shall be responsible for and ensure the safety of not only the workers, Subcontractors, tradespeople, and Suppliers, and their equipment, but also of all other persons who enter the Place of Work whether during working hours or not, and for that purpose shall erect

such hoardings and signs and shall employ such safety measures as may be necessary to ensure the safety of such persons.

Delete paragraph 9.4.5 and replace with:

The Contractor shall be responsible for the cost to comply with any public health order(s) affecting the performance of the Work issued pursuant to the Health Protection act (Nova Scotia) or pursuant to any similar legislation, whether Federal or Provincial.

27 GC 9.5 MOULD

Add in subparagraph 9.5.3.4:

9.5.3.4 “and the Consultant” after “Contractor”

28 GC 10.1 TAXES AND DUTIES

Add the following paragraph 10.1.3:

10.1.3 The Contractor shall indicate on each application for payment as a separate amount, the appropriate Harmonized Sales Tax the Owner is legally obliged to pay. This amount will be paid to the Contractor in Addition to the amount certified for payment under the Contract. The Contractor’s HST registration number must appear on all invoices.

29 GC 10.2 LAWS, NOTICES, PERMITS AND FEES

Delete from the first line of paragraph 10.2.5 the word, “The” and substitute the words:

10.2.5 “Subject to paragraph 3.10, the”

30 GC 10.4 WORKERS' COMPENSATION

Add the following paragraphs 10.4.2, 10.4.3, 10.4.4, and 10.4.5:

10.4.2 The contractor is referred to regulations, as applicable, under the Worker's Compensation Act of Nova Scotia.

10.4.3 The Contractor’s registration with the Worker’s Compensation Board shall be continuous during the contract. Should registrations be scheduled to expire during the contract period, the Contractor shall submit a copy of its registration renewal one month prior to the expiration of the current certificate.

10.4.4 The Contractor shall furnish evidence of coverage under the Worker’s Compensation Act of Nova Scotia and a clearance Certificate providing proof of registration with the Worker’s Compensation Board prior to commencement of the Work. (A photocopy of the Contractors registration

certificate is acceptable proof). On-going proof of good standing with the Worker's Compensation Board during the term of the contract is required.

10.4.5 The Contractor shall also maintain a Certificate of Recognition (COR) from a safety audit company recognized by the Workers' Compensation Board, such as the Nova Scotia Construction Safety Association, for the duration of the Contract. The Contractor shall provide a copy of its COR to the Owner and Consultant prior to commencement of the Work and shall provide a copy of its COR to the Owner or Consultant upon request.

GC 11.1 INSURANCE

Delete sentences and replace with the following in subparagraph 11.1.1.1:

11.1.1.1 **Delete:** "General liability insurance shall be maintained from the commencement of the Work until one year from the date of Ready-for-Takeover. Liability coverage shall be provided for completed operations hazards from the date of Ready-for-Takeover on an ongoing basis for a period of 6 years following Ready-for-Takeover" **and replace with:** "General Liability Insurance or Wrap- Up Liability Insurance, (as detailed in the Information to Tenders section under "Insurance Requirements"), shall be maintained from the commencement of the Work until final completion and acceptance of the Work including the making good of faulty work or materials, except that coverage of completed operations liability shall in any event be maintained for twelve (12) months from date of Ready-for-Takeover".

Add the following subparagraphs 11.1.1.1.1, 11.1.1.1.2, and 11.1.1.2.1:

11.1.1.1.1 The general liability insurance to be maintained by the Contractor shall include Commercial General Liability Insurance covering Premises and Operations Liability, elevators, broad form property damage, broad form automobile, owners and contractors protective, blanket contractual, personal injury, completed operations liability contingent employers liability, cross liability clause, non-owned automobile liability, and a 30 day notice of cancellation clause.

11.1.1.1.2 All liability insurance policies shall be written in such terms as will fully protect the Contractor and The Halifax Regional Centre for Education as an Additional named insured.

11.1.1.2.1 Liability coverage of not less than ten million dollars (\$10,000,000) is required with regard to operations of owned and non-owned automobiles.

Delete subparagraph 11.1.1.4 in its entirety and insert the following subparagraphs:

11.1.1.4 Broad Form (All Risks) Builders Risk Coverage - Prior to the commencement of any Work the Contractor shall maintain and pay for Broad Form (All Risks) Builders Risk Coverage in the joint names of The HRCE and the Contractor totaling not less than one hundred percent (100%) of the total value of the Work to be done and materials delivered on the site

(contract value), so that any loss under such policies of insurance will be payable to The HRCE and the Contractor as their respective interests appear. The Builders Risk Insurance shall include all materials related to the Work while in transit or at other locations.

- 11.1.1.4.1 Should a loss be sustained under the Builders Risk Coverage, the Contractor shall act on behalf of The HRCE and Contractor for the purpose of adjusting the amount of such loss with the insurance companies. As soon as such adjustment has been satisfactorily completed, the Contractor shall proceed to repair the damage and complete the Work and shall be entitled to receive from The HRCE in Addition to any sum due under the Contract, the amount at which The HRCE interest has been appraised in the adjustment made with the insurance companies as referred to above, said amount to be paid to the Contractor as the Work of restoration proceeds. Any loss or damage which may occur shall not affect the rights and obligations of either party under the Contract except as aforesaid and except that the Contractor shall be entitled to a reasonable extension of time for the performance of the Work, as The HRCE may decide.
- 11.1.1.4.2 Upon Ready-for-Takeover being attained, the Contractor's obligation to maintain Builder Risk Insurance shall cease and The HRCE shall assume full responsibility for insuring the whole of the Work against loss or damage.
- 11.1.1.4.3 "Broad form" property insurance in the joint names of the *Contractor*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The Broad form" property insurance shall be provided from the date of commencement of the Work until the earliest of:
- 11.1.4.3.1 Ten (10) Calendar days after Ready-for-Takeover;
- 11.1.4.3.2 on the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square meter in area, or parking purposes, or for the installation, testing and commissioning or equipment forming part of the *Work*; and
- 11.1.4.3.3 when left unattended for more than thirty (30) consecutive calendar days or when construction activity has ceased for more than thirty (30) consecutive calendar days.

Paragraph 11.1.2 is supplemented as follows:

- 11.1.2 In addition, within seven (7) working days after notification of award or in any event prior to payment of the first progress claim, the Contractor shall submit certified true copies of each insurance policy to the Owner's Contract Authority. Such copies shall be exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. Prior to the commencement of any work, the Contractor shall file with the Owner a certified copy of each insurance policy and certificate required.

Delete 11.1.5 in its entirety and replace with the following:

11.1.5 Insurance contracts shall be procured from and the premiums paid to a resident agent of an insurance Company licensed to underwrite insurance in the Province of Nova Scotia.

Add the following paragraph 11.1.9:

11.1.9 All of the insurance policies shall contain a clause stating that no change in terms and conditions or cancellation may at any time be made without the full knowledge and consent of the Owner.

31 GC 11.2 CONTRACT SECURITY

Add the following paragraphs 11.2.1, 11.2.2, and subparagraph 11.2.2.1:

11.2.1 The Contractor shall, prior to commencement of the *Work* or within the specified time, provide to the *Owner* and the *Consultant* the *Contract* security specified in the *Contract Documents*.

11.2.2 If the *Contract Documents* require surety bonds to be provided, such bonds shall be issued by a duly licensed surety company authorized to transact the business of suretyship in the province or territory of the *Place of the Work* and shall be maintained in good standing until the fulfillment of the *Contract*. The form of such bonds shall be in accordance with the latest edition of the CCDC approved bond forms, or in such other form as specified by the Owner.

11.2.2.1 "Bonds shall be procured from a Nova Scotia resident agent of an insurance company licensed to do business in Nova Scotia and shall be maintained in good standing and held by the Owner until one (1) year after Ready-for-Takeover.

Add the following paragraph 11.2.3:

11.2.3 If a Certified Cheque is held as contract security it shall be in an amount equal to ten (10) percent (%) of the Contract Price. The Contract shall supplement the Certified Cheque as necessary to maintain the amount equal to ten (10) percent (%) of the total amount payable (Contract Price plus HST).

- .1 The Certified Cheque will be deposited at the chartered bank holding The HRCE deposits.
- .2 The HRCE will return the cheque amount to the Contractor upon satisfactory completion of the contract and duration as specified in the Tender documents.
- .3 Should Contractor default, total amount payable under the Certified Cheque will be the face value of the cheque plus all accrued interest.
- .4 Payment for completion of work, due to failure of performance of the Contractor, shall include all reasonable obligations under the Contract, including architectural and engineering costs arising because of the default of the Contractor.

- .5 Payment for labour and materials shall be limited to those who have a direct contract with the Contractor for the provision of labour and/or material (which includes equipment rental).

32 GC 12.3 WARRANTY

In paragraph 12.3.2, delete from the first line the word, "The" and substitute the words:

12.3.2 "Subject to paragraph 3.10, the..."

Add the following paragraph 12.3.7:

12.3.7 Warranty repairs or replacements which arise during warranty period which affect the operation of the system shall be attended to immediately upon notification from the Consultant.

33 GC 13.3 INDEMNIFICATION

Add the following paragraph 13.1.1.3:

13.1.1.3 The Contractor shall indemnify and hold harmless the Consultant, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceeding by third parties that arise out of, or are attributable to, the Contractor's performance of the Contract, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the Contractor or anyone for whose acts the Contractor may be liable, and made in writing within a period of six (6) years from t Ready-for-Takeover, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the Place of the Work.

END OF SECTION 00 73 00

SECTION 01 11 00 - HRCE SUMMARY OF WORK

1. Project Location & General Scope

- 1.1. Herring Cove Junior High, 7 Lancaster Dr., Herring Cove, NS B3V 1H9.
- 1.2. Scope: Refer to Section 00 00 15 for scope and schedule information.

2. Contract Documents

- 2.1. Work will be performed under CCDC-2 contract.

3. General Conditions

- 3.1. Halifax Regional Centre for Education and CCDC-2 form an integral part of this Project Manual, a copy of which is bound herein.

4. Project Manual

- 4.1. Sections of the Project Manual are numbered in conformance with the Master List of Section Titles and Numbers, CSC Document 004E, published jointly by Construction Specifications Canada and The Construction Specifications Institute (USA). Sections are arranged in their standard format.
- 4.2. Sections are written as units of the Work which have been assigned numbers in conformance with the CSC/CSI system. They are arranged in sequence for this Manual. Gaps in the order of numerical sequence do not indicate that a section has been inadvertently omitted from this Manual, but, rather that a Section is not required for completion of the Work.
- 4.3. Wherever the project location building name occurs in the Contract Documents it shall be taken to mean all work included in the Contract.
- 4.4. Wherever in the Contract Documents the words "approval", "approved", "direction", "directed", "selection", "selected", "request", "requested", "report", and similar words are used, such approvals, directions, selections, requests and reports shall be given by the HRCE unless specifically stated otherwise.
- 4.5. Wherever in the Contract Documents the word "provide" is used in any form, it shall mean that the Work concerned shall include both supply and installation of the products required for completion of that part of the Work.
- 4.6. Wherever in this Project Manual it is specified that Work is to proceed or to meet approval, direction, selection or request of jurisdictional authorities or others, such approval, direction, selection or request shall be in writing.

5. Errors & Omissions

- 5.1.** If errors or omissions are observed in the Contract Documents, immediately notify the HRCE Procurement Contact in writing of all such errors or omissions. In the event no such notice is given, the Contractor will be held responsible for the results of any such error or omission and the cost of rectifying the same.

6. Division 1

- 6.1.** The provisions of all Sections of **Division 1** shall apply to each Section of this Specification.

7. Wage Rates

- 7.1.** Pay all employees engaged on the Work a wage not less than the minimum wage per hour as set out by the Province of Nova Scotia. For overtime work beyond 48 hours in any one week, pay no employee at a rate of less than one and one-half times the minimum wage per hour noted above. Provide for these wage rates in tendered contract amount.

8. Work Performed Under Separate Contracts

- 8.1.** Work not to be included in the Contract, as noted "NIC" on the Drawings, shall be governed by Article 37, Separate Contracts, of General Conditions of Contract.
- 8.2.** Furniture installation will be carried out by others.
- 8.3.** Computer installation will be carried out by others.

9. Project Schedule

- 9.1. Refer to Section 00 00 15 Description of Work.**
- 9.2.** Existing services (mechanical & electrical) will need to be maintained through the renovations.
- 9.3.** During construction, all life safety systems as well as mechanical and electrical systems must be in active, usable condition to permit the school to operate or alternate methods used to ensure the safe operation of the school as directed by HRCE project representative.
- 9.4.** As construction progresses revise the schedule to compensate for any delays or unforeseen activities so as to maintain the contract completion date. Each schedule submission is to be complete with a statement indicating the changes made, the reason they were changed and confirmation that the project completion date will not change. The above schedule information is to be submitted monthly or more often if necessary.

10. Site Progress Records

- 10.1.** Maintain at site a permanent written record of progress of Work. Make the record available at all times with copies provided when requested. Include in record each day:
 - 10.1.1.** Commencement and completion dates of the Work of each trade in each area of Project.
 - 10.1.2.** Attendance of Contractor's and Subcontractor's Work forces at Project and a record of the work they perform.
 - 10.1.3.** Visits to site by representatives of the Owner, Engineer, jurisdictional authorities, Contractor, Subcontractors, and suppliers.
- 10.2.** Maintain a progress chart in approved format. Show on chart proposed Work schedule and progress of Work by Contractor and Subcontractor.

11. Examination

- 11.1.** Site:
 - 11.1.1.** Examine site, and ensure that site conditions have been examined, that all are fully informed on all particulars which affect Work thereon and at the place of construction, and in order that construction proceeds competently and expeditiously.
 - 11.1.2.** Ensure by examination that all physical features, and working restrictions and limitations which exist are known.
- 11.2.** Previously Completed Work:
 - 11.2.1.** Verify dimensions of existing Work in place before construction of Work to be incorporated with it.
 - 11.2.2.** Verify that previously executed Work and surfaces are satisfactory for construction, and that performance of subsequent Work will not be adversely affected.
 - 11.2.3.** Commencement of Work will constitute acceptance of site conditions and previously executed Work as satisfactory.
 - 11.2.4.** Report to Engineer defects in prior Work which will affect quality of subsequent Work, or construction schedule.
- 11.3.** Construction Measurements:
 - 11.3.1.** Before commencing installation of Work, verify that its layout is accurate in accordance with intent of Drawings, and that locations, elevations, and clearances to adjacent infrastructure are maintained.
 - 11.3.2.** If Work is installed in wrong location, rectify it before other Work concerned proceeds.

12. PROTECTION OF WORK, PROPERTY & PERSONS

- 12.1.** Include in Work necessary methods, materials, and construction to ensure that no damage or harm to Work, materials, property and persons results from the Work of this Contract. Temporary facilities relating to protection are specified in Section 01 52 00.
- 12.2.** Protect, and if damaged make good, adjacent private and public property.
- 12.3.** Keep surfaces, on which finish materials will be applied, free from grease, oil, and other contamination which would be detrimental in any way to the application of finish materials.
- 12.4.** Protect finished surfaces of completed Work from damage by restriction of access or by use of physical means suitable to the material and surface location. Establish with each Subcontractor the suitability of such protection in each case.
- 12.5.** Protect existing underground infrastructure, mechanical, electrical, telephone and similar services from damage. If necessary, relocate active services to ensure that they function continuously in safety and without risk of damage.
- 12.6.** Cap off and remove unused utility services encountered during Work after approval is given by the utilities concerned or jurisdictional authorities, whichever may apply. Relocation, removal, protection and capping of existing utility services shall be performed only by the applicable utility and of other services by licensed mechanics.
- 12.7.** To prevent soiling or damage to finish flooring where pedestrian traffic occurs after the flooring has been installed, install and maintain 6 mil. polyethylene membrane or reinforced kraft paper temporary protection, secured in place and with joints sealed by reinforced pressure sensitive tape.
- 12.8.** Install plywood panels of minimum ¼" thickness over completed finish flooring materials, on which further construction Work is performed by other trades or delivery of products is made, or both. Seal joints between panels with reinforced pressure sensitive tape.
- 12.9.** Prevent spread of dust beyond the construction zone by wetting, or by other approved means, as it accumulates.
- 12.10.** The outside work area shall be appropriately demarked and/or surrounded by rigid chain link panels or fencing (at the cost of the contractor) to prevent unauthorized entry to the work area. Any area of roof having work completed is to be covered below with this fencing approximately 10' from the edge of the building. It is to be maintained at all times throughout the project. All waste disposal bins are to be fenced in using the same type of fencing as indicated above during working hours. After working hours, all waste disposal bins shall be located a minimum of 25 feet from any structure. Any windows where the debris chute is located are to be covered. All entrances below the roof area are to have covered scaffolding erected to ensure a safe travel path to a distance of ten feet from edge of building. All workers shall contain their activity to the work site area. Access to the school shall only be allowed as

planned in coordination with HRCE Operations and the school administration.

- 12.11.** All security on site shall be coordinated through HRCE using an HRCE preferred vendor.
- 12.12.** The contractor is responsible for the cost of security for all project materials.
- 12.13.** If access to the project site is required inside the building, HRCE will provide security personnel at its own cost.
- 12.14.** 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 HRCE controlled garbage and/or recycling containers.
- 12.15.** 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 no closer than twenty five (25) feet from any structure.
- 12.16.** 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.
- 12.17.** Where applicable, a hot work permit will be required to be completed and approved by HRCE 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 HRCE 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.
- 12.18.** A school washroom will be designated for use where appropriate. However, protection of the surfaces as indicated above must be maintained. It should also be noted that access to the building during summer months will be limited for security reasons. Contractor is responsible to provide temporary portable washroom facilities for general use of contractor staff.
- 12.19.** Access to Interior of School - All interior access is to be scheduled with the PM. This will allow for notice to the school admin., custodial and possible scheduling of a security guard for after hour access.
- 12.20.** Adhesives / Torch Work - All adhesive use and torch work must be completed after school hours. Contractor must assign a designated fire watch as indicated above in 12.17.

13. Cleaning

- 13.1.** Ensure that during and after construction the public streets and existing asphalt parking lot are cleaned as required.

14. Salvage

- 14.1.** Unless otherwise specified, salvaged material resulting from construction, and surplus materials and construction debris shall become property of Contractor, who must dispose of it away from Site.

15. Site Limitations

- 15.1.** Since the existing building will be occupied during the Work (in accordance with the Phasing Schedule) the Architect will designate the precise areas on the site which may be utilized for work and storage, and where personnel will be permitted to be present. Refer also to Drawings. Allow for hoarding to secure construction areas from occupied portions of the Building and Site.
- 15.2.** All access to the construction site is to be coordinated with the Project Manager for HRCE and communicated at the pre-construction meeting.
- 15.3.** Any Work carried out in the building is to be carried out during hours approved by the School Administration.
- 15.4.** Any disruption to services within the building must occur during hours approved by School Administration.
- 15.5.** Any Work which may have an adverse effect on the occupancy functions, must have prior approval of the School Administration and **may** require scheduling during off-hours.

16. Security Regulations

- 16.1.** Perform Work in conformance to the security regulations of the building as directed by the Project Manager for HRCE.

17. Project Identification

- 17.1.** No project sign is required on this Project.

18. Owner's Occupancy

- 18.1.** The Owner reserves the right to occupy and use portions of the Project, whether partially or entirely completed, or whether completed on schedule or not, provided such occupancy does not interfere with the Contractor's continuing Work.
- 18.2.** Partial occupancy or installation by the Owner of his equipment shall not imply acceptance of the Project in whole, or in part, nor shall it imply acknowledgement that terms of the Agreement are fulfilled.

END OF SECTION 01 11 00

SECTION 01 11 25 - PRICES

1. General

- 1.1. Prices included in the Contract shall be complete for the applicable Work, and shall include for each price:
 - 1.1.1. Expenditures for wages and for salaries of workmen, engineers, superintendents, draftsmen, foremen, timekeepers, accountants, expeditors, clerks, watchmen and such other personnel as may be approved, employed directly under the Contractor and while engaged on the applicable Work at the site and expenditures for travelling and HRCE allowances of such employees when required by location of the applicable Work or when covered by trade agreements and when approved; provided, however, that nothing shall be included for wages or salary of the Contractor if an individual, or of any member of the Contractor's firm if the Contractor is a firm or the salary of any officer of the Corporation if the Contractor is a corporation, unless otherwise agreed to in writing.
 - 1.1.2. Expenditures for material used in or required in connection with the construction of the applicable Work including material tests and required by the laws or ordinances of any authority having jurisdiction and not included under Subparagraph .9.
 - 1.1.3. Expenditures for preparation, inspection, delivery, installation and removal of materials, equipment, tools and supplies.
 - 1.1.4. Temporary facilities as required for the applicable Work.
 - 1.1.5. Travelling expenses properly incurred by the Contractor in connection with the inspection and supervision of the applicable Work or in connection with the inspection of materials prepared or in course of preparation for the applicable Work and in expediting their delivery.
 - 1.1.6. Rentals of all equipment whether rented from the Contractor or others, in accordance with approved rental agreements including any approved applicable insurance premiums thereon and expenditures for transportation to and from the site of such equipment, costs of loading and unloading, cost of installation, dismantling and removal thereof and repairs or replacements during its use on the applicable Work, exclusive of any repairs which may be necessary because of defects in the equipment when brought to the Work or appearing within thirty (30) days thereafter.
 - 1.1.7. The cost of all expendable materials, supplies, light, power, heat, water and tools (other than tools customarily provided by tradesmen) less the salvage value thereof at the completion of the applicable Work.
 - 1.1.8. Assessments under the Workmen's Compensation Act, the Unemployment Insurance Act, Canada Pension Act, statutes providing for government hospitalization, vacations

with pay or any similar statutes; or payments on account of usual vacations made by the Contractor to his employees engaged on the applicable Work at the site, to the extent to which such assessments or payments for vacations with pay relate to the Work covered by the specified price; and all sales taxes or other taxes where applicable.

- 1.1.9. The amounts of all Subcontracts related to the specified price.
- 1.1.10. Premiums on all insurance policies and bonds called for under this Contract as related to the specified price.
- 1.1.11. Royalties for the use of any patented invention on the applicable Work.
- 1.1.12. Fees for licenses and permits in connection with the applicable Work. No Building Permit is required for the project.
- 1.1.13. Duties and taxes imposed on the applicable Work.
- 1.1.14. Such other expenditures in connection with the applicable Work as may be approved.
- 1.1.15. Provided always that except with the consent of the Owner, the above items of cost shall be at rates comparable with those prevailing in the locality of the Work.

END OF SECTION 01 11 25

SECTION 01 11 41 - PROJECT COORDINATION

1. Requirements Included

- 1.1. Each Trade Contractor's responsibilities include the coordination of Work within his own Contract and with the Work of other Contracts.

2. Related Requirements

- 2.1. Project Meetings: Section 01 31 19
- 2.2. Submittals: Section 01 33 00

3. Description

- 3.1. Coordinate Work on which subsequent Work depends to facilitate mutual progress, and to prevent conflict between parts of the work.
- 3.2. Ensure that each Section makes known for the information of the Construction Manager and other Sections, the environmental and surface conditions required for the execution of its Work, and the sequence of others Work required installation of its Work.
- 3.3. Ensure that each Section, commencing Work, and that each Section is assisted in the execution of its preparatory Work by Sections depending upon its preparation.
- 3.4. Deliver materials supplied by one Section to be installed by another well before the installation begins.
- 3.5. Sections giving installation information in error, or too late to incorporate in the Work, shall be responsible for having Work done which was thereby additionally made necessary.
- 3.6. Coordinate warranty conditions of interconnected Work to ensure that full coverage is obtained.
- 3.7. Remove work installed in error which is unsatisfactory for subsequent Work.

4. Cutting And Patching

- 4.1. Include under Work of this Section all cutting and patching of asphalt required by the Work.
- 4.2. Finish new surfaces flush with existing surfaces.
- 4.3. Cut and patch as required making work fit.
- 4.4. Make cuts with clean, true, smooth edges.
- 4.5. Patching of existing or new asphalt shall be performed only by workmen with expertise in that particular trade and who normally perform that Trade.
- 4.6. Replace, and otherwise make good, damaged or defective Work. If required by the Construction Manager.

- 4.7. Do not endanger Work or property by cutting, digging, or similar activities. No Section shall cut or alter the Work of another Section unless approved by the Section which has installed it.
- 4.8. Cut and drill with true smooth edges and to minimum suitable tolerances.
- 4.9. If required, before cutting, drilling, or sleeving structural load bearing elements, obtain approval of location and methods.
- 4.10. Cutting, drilling and sleeving of Work shall be done only by the Section which has installed it. The Section requiring drilling and sleeving shall inform the Section performing the Work of the location and other requirements for drilling and sleeving. The Contractor shall directly supervise performance of cutting and patching.
- 4.11. Cutting and Patching for Holes Required by Mechanical & Electrical Work:
 - 4.11.1. Include under Work of Mechanical Divisions cutting or provision of holes up to 8" in diameter and related patching.
 - 4.11.2. Include under Work of this Section holes and other openings required by the work of Mechanical Divisions which are larger than 8" in diameter or least dimension, and chases, bulkheads, furring and required patching. This Section shall be responsible for determination of Work required for holes in excess of 8" diameter or least dimension.
 - 4.11.3. Include under the Work of Electrical Divisions all cutting or provision of holes and related patching for the Work of that Division.
- 4.12. Include under Work of this Section all other cutting and patching required by the Work except as described in Clause .11 above.
- 4.13. Patching or replacement of damaged Work shall be done by the Subcontractor under whose Work it was originally executed, and at the expense of the Subcontractor who caused the damage.
- 4.14. Make patches invisible in final assembly.

5. Quality Assurance

- 5.1. Requirements of Regulatory Agencies:
 - 5.1.1. Make known and coordinate the requirements of jurisdictional authorities, as made explicit by the Contract Documents, and by representatives of such authorities
- 5.2. Source Quality Control:
 - 5.2.1. Ensure that Work meets specified requirements
 - 5.2.2. Schedule, supervise and administer inspection and testing as specified in Section 01 45 00.
- 5.3. Job Records:
 - 5.3.1. Maintain job records and ensure that such records are maintained by subcontractors.

Submittals

- 5.4. Prepare a Project schedule in accordance with Section 01 33 00, and ensure that all subcontractors and suppliers are aware of the details of this schedule, and progressively of their general compliance with the schedule.
- 5.5. Become aware of the required submittals specified in each Section, and expedite submission of such submittals so as not to hinder the Project Schedule.
- 5.6. Review submittals and make comments as specified in Section 01 33 00.

6. Job Conditions

- 6.1. Ensure that Work proceeds under conditions meeting specified environment and job safety requirements
- 6.2. Ensure that protection of adjacent property and the Work is adequately provided and maintained to meet specified requirements.

7. Product Delivery, Storage And Handling

- 7.1. Site has limited spaces for storage, only delivery of materials agreed upon by the Construction Manager will be allowed. Comply with Construction Manager's allocations. Any requirement for modifications to the building in order to allow delivery and storage of the materials to complete this work is the responsibility of the contractor.
- 7.2. Schedule delivery of products & removal of material with Construction Manager.
- 7.3. Make available areas for storage of products and construction equipment to meet specified requirements, and to ensure a minimum of interference with progress of the Work and relocations.
- 7.4. Trade Contractor to provide flag persons, traffic signals, barricades and Flares/lights/lanterns as required to perform the Work and to protect the public.
- 7.5. Material and Waste - Deliveries and Removals - Must be coordinated to be completed 30 minutes after school dismissal where applicable.

END OF SECTION 01 11 41

SECTION 01 31 19 – PROJECT MEETINGS

1. Pre-Award Meeting

- 1.1. A Pre-award meeting will be held at which time the following will be addressed:
 - 1.1.1. Owner and HRCE's functions.
 - 1.1.2. The Consultant and the Consultant's functions.
 - 1.1.3. The General Contractor and the General Contractor's functions.
 - 1.1.4. Documentation requirements from the General Contractor.
 - 1.1.5. Obligees for Performance and Payment Bonds from Sub-contractors.
 - 1.1.6. Progress Claims.
 - 1.1.7. CO's & CCO's.
 - 1.1.8. Construction Schedule.
 - 1.1.9. Project Start-up.
 - 1.1.10. Job Meetings.
 - 1.1.11. Superintendent – General Contractor's Representative.
 - 1.1.12. Design / Administration authority.
 - 1.1.13. Owner's Representative.
 - 1.1.14. Special Consultants.
 - 1.1.15. Quality of Workmanship.
 - 1.1.16. Accountability.
 - 1.1.17. Harmonized Sales Tax.
 - 1.1.18. Contract Close-out Documentation.

2. Preconstruction Meeting

- 2.1. Within fifteen (15) days after award of Contract, arrange a meeting between the Consultant, Subcontractors, Project Superintendents, Inspection and Testing Company Representatives, and representatives of others whose coordination is required during construction.
- 2.2. Discuss at the meeting the means by which full cooperation and coordination of the participants during construction can be achieved.
- 2.3. Document the responsibilities and necessary activities of the participants during construction as discussed and distribute to each participant.
- 2.4. Establish procedures for maintenance and completion of Project record drawings specified in Section 01 77 00.
- 2.5. Review and establish methods of maintaining life safety and egress for the school occupants. Communicate these methods thoroughly with the School Principal.

3. Progress Meeting

- 3.1. Invite representatives of HRCE, to attend twice monthly site meetings called by the Contractor during the progress of the Work.

- 3.2. Inform HRCE of each meeting and of proposed agenda a minimum of five (5) days before meeting.
- 3.3. Submit proposed schedule of site meetings to Engineer and Owner.
- 3.4. Record, prepare and distribute minutes of each meeting to HRCE and to each other participant within 72 hours of meeting.
- 3.5. Ensure that all representatives who attend meetings have the authority to conduct business on behalf of firms they represent.
- 3.6. Details of Progress Meetings to be discussed at the project start-up meeting.

4. Suggested Agendum (Preconstruction Meeting)

- 4.1. Distribution and discussion of:
 - 4.1.1. List of major subcontractors and suppliers.
 - 4.1.2. Projected Construction Schedules.
- 4.2. Critical work sequencing.
- 4.3. Major equipment deliveries and priorities.
- 4.4. Project Coordination:
 - 4.4.1. Designation of responsible personnel.
- 4.5. Procedures and Processing of:
 - 4.5.1. Field decisions
 - 4.5.2. Proposal requests
 - 4.5.3. Submittals
 - 4.5.4. Change orders
 - 4.5.5. Applications for Payment.
- 4.6. Adequacy of distribution of Contract Documents.
- 4.7. Procedures for maintaining Record Documents.
- 4.8. Use of premises:
 - 4.8.1. Office, work and storage areas.
 - 4.8.2. Owner's requirements.
- 4.9. Construction facilities, controls and construction aids.
- 4.10. Safety/Tool Box Meetings.
- 4.11. Security procedures.
- 4.12. Housekeeping procedures.
- 4.13. Egress/life safety procedures

5. Suggested Agendum (Progress Meetings)

- 5.1. Review and approval of minutes of previous meeting.
- 5.2. Safety meeting minutes.
- 5.3. Review of work progress since previous meeting.
- 5.4. Field observations, problems, conflicts.
- 5.5. Problems which impede Construction Schedule.
- 5.6. Review of off-site fabrication, delivery Schedules.

- 5.7. Corrective measures and procedures to regain projected schedules.
 - 5.8. Revisions to Construction Schedules.
 - 5.9. Maintenance of quality standards.
 - 5.10. Pending changes and substitutions and effect on Construction Schedule.
 - 5.11. Other Business.
-
- 6. Attend, with representatives of HRCE weekly meetings with the School Administration to review construction activities and concerns of Building Occupants.
 - 7. Quarterly meetings with Contractor and the HRCE / User during Warranty Period including major sub-trade contractors.
 - 8. Dates for meetings will be set at time of completion.

END OF SECTION 01 31 19

SECTION 01 33 00 – SUBMITTAL PROCEDURES

1. General Requirements

- 1.1. Make submittals specified in this Section to Consultant unless otherwise specified, with additional submissions made, in manner that they direct, to other parties involved with construction of the Project as their interests are concerned. These parties are, but shall not be restricted to, consultants, jurisdictional authorities, and Subcontractors whose Work must be coordinated with Work related to Submittals.
- 1.2. Ensure that submissions are made to allow sufficient time for review without the construction schedule being delayed.

2. Document Submissions Required

- 2.1. At Commencement of Contract:
 - 2.1.1. Performance and Payment Bonds.
 - 2.1.2. Public Liability and Property Damage Insurance Certificates.
 - 2.1.3. List of Subcontractors by firm name.
 - 2.1.4. Construction Schedule and other required schedules and estimates.
 - 2.1.5. Site Specific Safety Plan/Safety Policy.
 - 2.1.6. Workers' Compensation Board status.
- 2.2. During Construction:
 - 2.2.1. Weekly progress reports.
 - 2.2.2. Job meeting reports and minutes.
 - 2.2.3. Updated construction schedules.
 - 2.2.4. Shop drawings as required.
 - 2.2.5. Inspection and test reports.
 - 2.2.6. Daily communication of Hot Work Permits as needed.
- 2.3. Submissions at completion of Work are specified in Section 01 77 00, Contract Closeout.

3. Administrative

- 3.1. Submit to Consultant submittals listed for review. Submit promptly and in orderly sequence to not cause delay in Work. Failure to submit in ample time is not considered sufficient reason for extension of Contract Time no claim for extension by reason of such default will be allowed.
- 3.2. Do not proceed with Work affected by submittal until review is complete.
- 3.3. Present shop drawings, product data, samples and in Imperial units.
- 3.4. Review submittals prior to submission to Consultant. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been

checked and coordinated with requirements of Work and Contract Documents. Submittals not stamped, signed, dated and identified as to specific project will be returned without being examined and considered rejected.

- 3.5. Notify Consultant in writing at time of submission, identifying deviations from requirements of Contract Documents stating reasons for deviations.
- 3.6. Verify field measurements and affirm that affected adjacent work is coordinated.
- 3.7. Contractor's responsibility for errors and omissions in submission is not relieved by Consultant's review of submittals.
- 3.8. Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Consultant's review.
- 3.9. Keep one review copy of each submission on site.

4. Construction Schedules

- 4.1. Submit proposed construction schedule at beginning of Project, as specified in Project Documents.
- 4.2. As construction progresses, submit up-dated construction schedules as specified in Project documents.

5. Shop Drawings And Product Data

- 5.1. The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by Contractor to illustrate details of a portion of Work.
- 5.2. Submit drawings stamped and signed by professional consultant registered or licensed in Province of Nova Scotia of Canada.
- 5.3. Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of Section under which adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- 5.4. Allow seven (7) days for Consultant's review of each submission. Do not proceed with work involving relevant products until completion of shop drawing review.
- 5.5. Adjustments made on shop drawings by Consultant are not intended to change Contract Price. If adjustments affect value of work, state such in writing to Consultant prior to proceeding with work.
- 5.6. Make changes in shop drawings as Consultant may require, consistent with Contract Documents. When resubmitting, notify Consultant in writing of revisions other than those requested.

Accompany submission with transmittal letter, in duplicate, containing:

- 5.6.1. Date
- 5.6.2. Project title and number
- 5.6.3. Contractor's name and address
- 5.6.4. Identification and quantity of each shop drawing, product data and sample.
- 5.6.5. Other pertinent data.
- 5.7. Submission to include:
 - 5.7.1. Date and revision dates.
 - 5.7.2. Project title and number.
 - 5.7.3. Name and address of:
 - 5.7.3.1. Subcontractor.
 - 5.7.3.2. Supplier.
 - 5.7.3.3. Manufacturer.
 - 5.7.4. Contractor's stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
 - 5.7.5. Details of appropriate portions of Work as applicable:
 - 5.7.5.1. Fabrication.
 - 5.7.5.2. Layout, showing dimensions, including identified field dimensions, and clearances.
 - 5.7.5.3. Setting or erection details.
 - 5.7.5.4. Capacities.
 - 5.7.5.5. Performance characteristics.
 - 5.7.5.6. Standards.
 - 5.7.5.7. Relationship to adjacent work.
- 5.8. After Consultant's review, distribute copies.
- 5.9. Submit for review one electronic copy in PDF file format of shop drawings for each requirement requested in specification Sections and as Consultant may reasonably request.
- 5.10. Submit electronic copies of product data sheets for brochures for requirements requested in specification Sections and as requested by Consultant where shop drawings will not be prepared due to standardized manufacture of product.
- 5.11. Submit electronic copies of test reports for requirements requested in specification Sections and as requested by Consultant.
 - 5.11.1. Report signed by authorized official of testing laboratory that material, product or system identical to material, product or system to be provided has been tested in accord with specified requirements.
 - 5.11.2. Testing must have been within three (3) years of date of contract award for project.

- 5.12. Documentation of testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.
- 5.13. Delete information not applicable to project.
- 5.14. Supplement standard information to provide details applicable to project.
 - 5.14.1. If upon review by Consultant, no errors or omissions are discovered or if only minor corrections are made, copies will be returned, and fabrication and installation of work may proceed. If shop drawings are rejected, noted copy will be returned and resubmission of corrected shop drawings, through same procedure indicated above, must be performed before fabrication and installation of work may proceed.
 - 5.14.2. Without restricting generality of foregoing, Contractor is responsible for dimensions to be confirmed and correlated at job site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of work of sub-trades.

- 5.15. Shop Drawings are specified for submission under the following:
 - Section 03 20 00 Concrete Reinforcement
 - Section 05 12 23 Structural Steel
 - Section 05 31 00 Steel Deck
 - Section 05 50 00 Metal Fabrications
 - Section 06 10 11 Rough Carpentry
 - Section 06 40 00 Architectural Woodwork
 - Section 07 41 43 Aluminum Composite Panels
 - Section 07 46 13 Preformed Metal Siding
 - Section 07 52 16 Modified Bitumen Roofing System & Flashing
 - Section 07 84 00 Fire Stopping and Smoke Seals
 - Section 08 11 14 Steel Doors & Frames
 - Section 08 11 16 Aluminum Doors & Frames
 - Section 08 14 10 Wood Doors
 - Section 08 50 50 Aluminum Windows
 - Section 08 62 11 Vinyl Windows
 - Section 08 71 10 Door Hardware
 - Section 09 22 16 Non-Load Bearing Wall Framing
 - Section 09 30 13 Ceramic Tile
 - Section 10 11 13 Communication Boards
 - Section 10 11 23 Tackboards
 - Section 10 14 53 Traffic Signs
 - Section 10 28 10 Toilet & Bath Accessories
 - Section 10 50 00 Miscellaneous Specialties
 - Section 11 40 11 Food Services Catalogued & Custom Equipment
 - Section 12 21 13 Horizontal Blinds

Section 12 21 16 Roller Shades

Section 14 42 13 Wheelchair Platform Lift

All pre-manufactured Mechanical & Electrical items as noted in Mechanical & Electrical Divisions.

6. SAMPLES

- 6.1. Submit for review samples in duplicate as requested in respective specification Sections, as requested by the Consultant. Label samples with origin and intended use.
- 6.2. Deliver samples prepaid to Consultant's business address.
- 6.3. Notify Consultant in writing, at time of submission of deviations in samples from requirements of Contract Documents.
- 6.4. Adjustments made on samples by Consultant are not intended to change.
- 6.5. Make changes in samples which Consultant may require, consistent with Contract Documents.
- 6.6. Reviewed and accepted samples will become standard of workmanship and material against which installed work will be verified.
- 6.7. Samples are specified for submission under the following Sections:

Section 07 41 43 Aluminum Composite Panels

Section 07 46 13 Preformed Metal Siding

Section 08 14 10 Wood Doors

Section 08 50 50 Aluminum Windows

Section 09 30 13 Ceramic Tile

Section 09 51 13 Acoustical Ceiling Units

Section 09 65 19 Resilient Tile Flooring

Section 12 21 13 Horizontal Blinds

Section 12 21 16 Roller Shades

Refer to Mechanical & Electrical Divisions for sample requirements in those Trades.

7. Record Drawings

- 7.1. Record, as the Work progresses, changes and deviations in the location of Work concealed by the finished Work, and such other approved changes that occur during progress of Work, to ensure that an accurate record is provided for future maintenance and alterations.
- 7.2. White prints will be provided by the HRCE for use in preparing record drawings. Record changes in the Work on these prints in red ink.
- 7.3. Dimension location of concealed Work in reference to building walls, and elevation in reference to floor elevation. Indicate at which point dimension is taken to conceal Work. Dimension all terminations and offsets of runs of concealed work.
- 7.4. Record work constructed differently than shown on Contract Documents, changes in the work caused by site conditions, by Owner, Consultant, Contractor and Subcontractor originated changes, and by site instructions, supplementary instructions, field orders, change orders, addenda, correspondence and directions of jurisdictional authorities.

- 7.5. Record location of mechanical and electrical services, piping, valves, conduits, pull boxes, junction boxes and similar work not clearly in view, and position of which is required for maintenance, alteration work and future additions. Do not conceal critical work until its location has been recorded.
- 7.6. Identify record drawings as a "Project Record Copy". Maintain in good condition, do not use for construction purposes and make available to Consultant at all times.
- 7.7. Submit record drawings at completion of Work. Final acceptance of the Work will be predicated on receipt and approval of record drawings.

8. Extra Stock

- 8.1. Supply extra stock at completion of Project as specified in other Sections of the Project Manual.
- 8.2. Deliver extra stock as directed by the Architect to location he designates.
- 8.3. Extra stock is specified to be supplied in the following Sections:

Section 09 30 13 Ceramic Tile

Section 09 51 13 Acoustical Ceiling Units

Section 09 65 19 Resilient Tile Flooring

Section 09 91 23 Painting

Refer to Mechanical & Electrical Divisions for Extra Stock requirements in those Trades.

1. Maintenance Manual & Operating Instructions

- 1.1. Submit three (3) copies of Maintenance Manual with application for completion certificate.
- 1.2. Include in Maintenance Manual one (1) copy of each final approved shop drawing issued for Project on which have been recorded changes made during fabrication and installation caused by unforeseen conditions.
- 1.3. Submit extended guarantees together in one (1) report binder.
- 1.4. The Manuals shall:
 - 1.4.1. Consist of a hard-cover, black, vinyl-covered, loose-leaf, letter-size binder.
 - 1.4.2. Have a title sheet, or sheets preceding data on which shall be recorded Project name, Project number, date, list of contents, and Contractor's and Subcontractors' names.
 - 1.4.3. Be organized into applicable Sections of Work with each Section separated by hard paper dividers with plastic covered tabs marked by Section.
 - 1.4.4. Contain only typed or printed information and notes, and neatly drafted drawings.
 - 1.4.5. Contain maintenance and operating instructions on all building, and mechanical and electrical equipment.
 - 1.4.6. Contain maintenance instructions as specified in various Sections.
 - 1.4.7. Contain brochures and parts lists on all equipment.
 - 1.4.8. Contain sources of supply for all proprietary products used in the Work.

- 1.4.9. Contain lists of supply sources for maintenance of all equipment in Project of which more detailed information is not included above.
- 1.4.10. Contain finished hardware schedule.
- 1.4.11. Contain charts, diagrams and reports specified in Mechanical & Electrical Divisions.

2. Extended Warranties

- 2.1. Submit the extended warranties listed in this Article and as specified in each applicable Section of this Project Manual.
- 2.2. Extended warranties shall commence on termination of the standard one-year warranty granted in this Contract.
- 2.3. Submit each extended warranty on a standard Form of Warranty, a sample of which is included in this Section.
- 2.4. Secure each extended Warranty by a Maintenance Bond in an amount indicated.

3. Inspection Laboratory Reports

- 3.1. Submit copies of inspection and test reports obtained by the Contractor and Subcontractors for their Work or for Jurisdictional Authorities, if requested by Consultant.
- 3.2. Submit reports in accordance with requirements specified in Section 01 41 00.

4. Documentation On Suppliers & Manufacturers

- 4.1. Provide information under headings identifying the following: Associated Technical Section, Manufacturer, Supplier, Contact Name, and Phone Numbers.

SAMPLE FORM OF WARRANTY FOLLOWS THIS PAGE

Sample Form for Warranty

Date

Client

Project

.....

Warranty
(title of work)

We hereby undertake to warrant all materials supplied and installed under our Contracts and include the providing of necessary materials and labour to cover the result of faulty materials or workmanship. Upon written notification from Client or the Architect that the above work is defective any repair or replacement work required shall be to the Architect's satisfaction at no cost to the Client. This Warranty shall not apply to defects caused by the work of others, maltreatment of materials, negligence or Acts of God. This Warranty shall remain in effect for the total period from the acceptance of the Work to (...date...), irrespective of the date of completion or the beneficial use by the Owner.

Signature

Authorized Signing Officer

Name of Firm

Address

END OF SECTION 01 33 00

SECTION 01 35 13 – APPENDIX A - SPECIAL PROJECT PROCEDURES

1. Introduction

- 1.1. School construction, renovation and maintenance projects are scheduled every year as a normal and necessary course of business by operations departments in each Nova Scotia Centre for Education. Building modifications, repairs and additions/demolitions to buildings may impact the school environment without appropriate controls. With increased controls based primarily on the CSA standards implementation, proper scheduling and clear communication on adequate controls can be put into place to eliminate/minimize the impact to all occupants.
- 1.2. Projects of this nature may generate varying levels of dusts, noises and odors. It is possible, unknown/unforeseeable environmental contaminants, such as spills, mold, fumes, lead or asbestos exposure maybe identified.
- 1.3. To successfully complete work within the school environment, it is necessary to plan and implement appropriate containment and control strategies. This document is developed to provide a minimum standard for contaminant controls for various types of projects in schools. These standards are in addition to and should complement all legislated protocols for working with regulated materials such as asbestos, lead paints, PCB's etc.
- 1.4. Executing a successful project will depend primarily on clear, concise communication. This may involve a number of parties (Project Manager, Operations staff, School Administration and Health & Safety staff and Joint Occupational Health & Safety Committee).

2. Communication Plan

- 2.1. The most critical element of any project management plan is effective communication between all stakeholders. Communication between the Operations project manager/supervisor, the contractor and school administrators before the start of a project is very important. This meeting is meant to explain the scope, schedule and risk assessment for the project. The meeting will also help establish clear expectations when managing planned and unplanned exposure risks associated with contaminant controls.
- 2.2. The communication plan shall include:
 - 2.2.1. A description of potential contaminants, which may include but is not limited to:
 - 2.2.1.1. Particulates (dirt, concrete/silica, steel, fiberglass, wood dust, ash, cellulose, etc.)
 - 2.2.1.2. Moisture: external water infiltration, internal system leaks (domestic water, sanitary, storm, sprinkler)
 - 2.2.1.3. Noise from equipment/tool operation,
 - 2.2.1.4. Fumes/odors from equipment exhaust, boiler exhaust, septic waste, chemical/adhesives, etc.

- 2.2.1.5. Hazardous materials including, asbestos, PCB, mercury, lead, fuel oil, fungi/mould, etc.
 - 2.2.1.6. Excessive heat/cold
 - 2.2.2. A description of the control measure which may include but not be limited to:
 - 2.2.2.1. Isolation within an enclosure (water, noise, hazardous materials)
 - 2.2.2.2. Ventilation and filtration
 - 2.2.2.3. Dehumidifiers/blowers (moisture)
 - 2.2.2.4. Personal protective equipment
 - 2.2.2.5. Schedule outside or inside school hours
 - 2.2.2.6. Sound dampeners
 - 2.2.2.7. Monitoring
 - 2.2.2.8. Security
 - 2.2.3. Other Hazards created by the work, including but not limited to fire safety and the need to alter fire safety plans.
- 2.3. For small routine work orders the communication plan may only involve one tradesperson and the school principal or designate. This communication is equally as important for management of contaminant controls.

3. Contaminant Control Management

- 3.1. Regardless of the contaminant or control measure used, the following procedures shall apply for every project:
 - 3.1.1. Every project, including all routine work requests, shall be assessed, as per this document, by appropriate personnel for potential contaminant risk.
 - 3.1.2. Clear lines of communication must be established between project personnel, site supervisor or project manager and the school administration.
 - 3.1.3. Control strategies as per this document, shall be, communicated to workers as well as the site JOHSC and implemented prior to starting the work.
 - 3.1.4. Where isolation is used as a control, all entry points must be clearly posted to describe the purpose of the enclosure and limitations of access.
 - 3.1.5. During the execution of the project, the control measures must be regularly inspected and maintained before the start of each work shift, and throughout the shift as required.
 - 3.1.6. A process for stop work and remediation orders must be established to ensure the project manager; site supervisor and school administrator have a means to cease project operations when a contaminant control breach may impact the school environment. Breached control measures must be reported immediately to HRCE project manager upon discovery. He/she will be responsible to communicate to the school principal or designate. Work shall be stopped immediately until the control measures are re-established.

- 3.1.7.** Access to the controlled work site is only permitted by authorized personnel. The project supervisor or designate shall determine appropriate personal protective equipment (PPE) and necessary worker orientation.

4. Particulate Control

- 4.1.** Exposure to minimal levels of dust is a normal condition in most outdoor and indoor environments and is typically controlled inside a building through building ventilation, filtration and routine housekeeping measures. However, as noted, construction projects generally create elevated dust levels in work areas, whether inside or outside of a building.
- 4.2.** Operational Services Managers must ensure maintenance staff and contracted service providers implement dust control measures appropriate for the type and scope of work being performed. This will include assessing the type and amount of dust being created as well as the location of the work being conducted.
- 4.2.1.** Interior Construction Projects:
- 4.2.2.** Construction projects may be described as projects that may include window replacement, wall creation/demolition, etc.
- 4.3.** As a minimum for these types of construction projects, all interior entry points into a construction zone must be effectively sealed. The barrier must prevent contaminants from the work area to be distributed to other areas of the school. Appropriate signage must be posted to indicate only authorized persons are permitted access.
- 4.4.** Entrance design could range from a two flap plastic tarp door to a fully constructed sealed entry door with negative hepa-filtered ventilation on the construction side of the barrier.
- 4.5.** Exterior Construction Projects:
- 4.5.1.** Exterior work shall be performed so as not to affect the safety of building occupants. It will also provide controls to avoid impact to adjacent properties. Depending up on the results identified in the risk assessment, at a minimum consideration must be given to prevent dust from entering into the school environment. This may be controlled through isolation, dampening application, closing building AHU and window/door openings.

5. Noise Control

- 5.1.** Hearing plays an essential role in communication, speech and language development and learning within a school environment. During construction the contractor is responsible for ensuring acceptable noise levels will be adhered to for the HRCE staff and students within the building. Noise related to a project may prove to be very distracting for staff and students. To minimize distractions and interruptions in student learning the following are important to consider:
- 5.1.1.** Contractors are responsible to ensure appropriate noise control measures are taken
- 5.1.2.** "No work" periods may need to be incorporated into construction schedules

- 5.1.3. Work causing a noise disruption may need to take place during unoccupied times and/or during pre-determined acceptable times of the day (i.e. before and after class times)
- 5.1.4. It may be necessary for the School Administrator to make a request to the HRCE Project Manager or the Contractor to exclude undertaking certain noisy activities during particular periods and/or activities.

6. Moisture Control

- 6.1. Moisture levels are to be controlled during construction and maintenance activities. Moisture levels above normal may impact the air in the room and/or building and may also penetrate building materials giving the potential to lead to mould growth.
- 6.2. Certain activities (i.e. tape and mud of drywall, painting, pressure washing, concrete cutting with water or other water-based dust-suppression) introduce high amounts of moisture into the room environment and ventilation and or drying is required to control local moisture.
- 6.3. An enclosure properly set-up to contain other contaminants will similarly contain/control high levels of airborne moisture. A wet-vac should be available on-site for activities which have a risk of water spillage of more than 5 gallons at any instance.
- 6.4. Standing and or stagnate water must be avoided on construction sites, for a number of reasons, including, but not limited to; insects breed in these bodies of water, the water may give off odours, it is a nuisance to walk through, and it may be an ice hazard in cold weather.
- 6.5. It is important that all water leaks and flooding are reported immediately to the HRCE's project manager and building supervisor. Where works to existing "plumbing" is to occur the water lines (potable, heating, fire suppression) must be isolated and drained (de-energized/de-pressurized) following Lock Out - Tag Out procedure. Adequate supplies such as buckets and absorbents should be present when drains are not available to drain a line.
- 6.6. When an interruption to the water supply, potable or service, is to occur then the "owner's representative" and building supervisor should be notified 24 hours in advance. Bottled water provision may be required.
- 6.7. Materials used in the construction and or maintenance activities are to be stored in dry areas. The introduction of materials to the activities with moisture levels above the acceptable (XXX%)CNBC states for wood, on dry weight basis, a max of 19%, I can't find info on drywall but assume it is much lower range is prohibited as these materials are highly susceptible to colonization by mould spores.

7. Fumes

- 7.1. Fumes may be produced on a project site for a variety of reasons such as use of motorized equipment, off gassing of sealants, adhesives and finish products, cutting/torching processes, exposure of sanitary systems, process ignition gases such as propane and acetylene, proximity of project temporary washrooms, radon, etc.
- 7.2. The impact of fumes on occupants may range from discomfort to health risk, to life safety risk.

- 7.3. The project manager or supervisor must ensure that all potential fume sources are identified and remedial or control measures included in the scope of work by the contractor.
- 7.4. Monitoring equipment may be required to determine for example radon exposure or safety of confined space access.

8. Activity Assessment

- 8.1. Activities that may produce contaminants which require control may be considered as low, medium and high impact.
- 8.2. Low impact activities include routine maintenance and repairs that may create localized dust or odors or brief periods of noise which are not considered harmful to occupants but may be a nuisance which requires minimal control. These may include activities such as opening ceiling tiles or gyproc walls, replacing a plumbing fixture, paint touch ups, drilling through a wall, etc.
- 8.3. Medium impact activities include larger repair jobs or longer duration projects that will create more wide spread levels of contaminant which must be controlled to prevent exposure to building occupants. Boiler cleaning, ceiling replacement, long periods of hammer drilling, etc.
- 8.4. High impact activities include large demolition and construction projects, or jobs with exposure to contaminants that are a risk to health or life safety such as asbestos remediation, mould abatement, lead paint clean up, etc.

9. Hazard Assessment

- 9.1. A hazardous assessment is required to be completed for each job to ensure hazards are identified and corresponding controls are implemented. Depending upon the circumstances at the site it may be necessary to upgrade and/or add other precautions.
- 9.2. Determine the most appropriate hazard classification and apply the corresponding protocols. The attached hazard assessment identifies the minimum controls that must be in place during the corresponding activities. Depending on the specific circumstances at a site further controls may be required. When the hazards are deemed to be in the C or F category the form including specific controls must be submitted to the HRCE for review, prior to commencing work. The contractor may still be required to complete their own hazard assessment of the job/work.

10. Contaminant Controls Procedure for initiating work for all Contaminant Controls:

10.1. Contaminant Control I

- 10.1.1. The tradesperson or project manager for the HRCE will discuss the details, including the scope and any impacts of the job/project with the principal.
- 10.1.2. Ensure fire exiting requirements and life safety systems are addressed or adequate mitigating plans are implemented for the building, construction staff and building occupants.
- 10.1.3. Presence of lead paint or ACM's (Asbestos Containing Materials) must be determined prior to the start of any job. Specific protocols or Codes of Practice may apply.

- 10.1.4. Consideration will be given for work that is anticipated to generate significant noise, odours or VOC's (Volatile Organic Compounds) and this will be scheduled outside of school hours or during times when the noise will not disrupt occupant activities. This will require coordination with the Principal.
 - 10.1.5. The work area shall be isolated where possible. This may be achieved at varying levels, by closing doors and opening outside windows for ventilation or by installing appropriate hoarding and negative pressure units to ensure contaminants are not circulated throughout the school causing further health and safety concerns.
 - 10.1.6. Dust shall be minimized during the activity. When drilling, sanding or cutting is taking place, wetting the area may be necessary to reduce dust.
 - 10.1.7. Good housekeeping practices shall be maintained at all times on the work site. Bag and remove dust and debris from the building as soon as possible.
 - 10.1.8. Possible environmental impacts shall be managed and minimized. If work uncovers environmental contaminants or suspected contaminants such as oil spills (current or historic) or potentially friable asbestos materials (check the school asbestos audit) that may be disturbed, this information shall be brought to the attention of the HRCE's employee responsible for the project so that appropriate actions can be taken.
 - 10.1.9. When the activity is completed the work area shall be inspected and cleaned. Dust and debris shall be removed from the area and all efforts will be made to return items to their pre-maintenance activity location.
 - 10.1.10. The Principal shall be notified that the work is completed.
- 10.2. Contaminant Control II** - All Contaminant Control I measures shall apply, as well as;
- 10.2.1. Cover furniture, bookshelves and teaching materials with plastic sheets.
 - 10.2.2. Water misting while performing dust generating activities may be required.
 - 10.2.3. Seal un-used doors. Seal wall penetrations, electrical outlets, or any other source of air leaks in the construction area.
 - 10.2.4. Seal exhaust air vents in construction area and open the windows. If possible shut down air handling system in the area for duration of project.
 - 10.2.5. A walk out mat at exterior of exit door to trap dust may be required.
- 10.3. Contaminant Control III** - All Contaminant Control I and II measures shall apply, as well as;
- 10.3.1. Install an impermeable dust barrier from the true ceiling to the floor consisting of two layers of 6 mil fire retardant polyethylene or solid wall and sealed door. The wall shall remain in place until the job is finished and the clean-up is completed.
 - 10.3.2. Seal all wall penetrations.
 - 10.3.3. Seal off all return and supply air handling ducts and close all windows.
 - 10.3.4. Turn off the air handling system in the area of construction.
 - 10.3.5. Maintain negative air pressure in the construction area using HEPA filter equipped exhaust ventilation. The pressure differential between the project area of contamination and the building's occupied areas shall be demonstrable by a means approved by the HRCE employee responsible for the project.

- 10.3.6. Ensure that the air is exhausted directly outside and away from intake vents.
- 10.3.7. Vacuum all horizontal surfaces including drop cloths with a hepa vacuum.
- 10.3.8. Remove drop cloths.
- 10.3.9. Vacuum again all horizontal surfaces with HEPA Vacuum.
- 10.3.10. Restore ventilation.
- 10.3.11. Remove enclosure and equipment.

10.4. Control IV: (External Work)

- 10.4.1. External work may impact building interior or occupants.
- 10.4.2. To reduce the impact to building interior or occupants, it may be necessary to contain the work area from impacting building interior. This may include closing or opening windows, tarping ceilings to capture debris or water, temporary relocation of occupants or ventilation controls.
- 10.4.3. The job supervisor shall consider weather conditions and forecast to reduce the effect of any weather impacts to the building materials or building occupants.
- 10.4.4. It may be necessary to use protective tarps and ground cover sheets below equipment and work areas to contain building debris such as paint chips, materials, dust or oil from equipment.
- 10.4.5. When the job is completed and the tarps have been lifted, inspect the ground around the job for debris and clean as necessary.

Fire Protection

- 10.5. Type V: General Fire Protection
 - 10.5.1. Ensure fire exiting requirements and life safety systems are addressed or adequate mitigating plans are implemented for the building, construction staff and building occupants. Staff must be aware of temporary modifications to fire safety plans.
 - 10.5.2. MSDSs for all materials to be used must be reviewed and available on site.
 - 10.5.3. Construction materials stored outside must be a minimum distance of ten feet from the building and be in a secured area.
 - 10.5.4. Flammable or Combustible liquids must be stored as per Fire Code requirements. All flammable and combustible liquids or materials must be kept in a secure area at all times.
- 10.6. Control VI: Fire Protection (minor hot work) - All Contaminant Control V shall apply as well as;
 - 10.6.1. Notify the Principal that a risk of fire has increased and the area in which the hot work will occur.
 - 10.6.2. Refer and implement the HRCE's hot work permit process. At a minimum the following should be considered;
 - 10.6.2.1. Sweep the work area and remove all unnecessary materials in the vicinity; particularly all combustible and flammable materials and liquids shall be removed from the area (35 feet).
 - 10.6.2.2. Have an appropriate size fire extinguisher available.

- 10.6.2.3.** Inspect the work location for areas (such as a hole in the wall) where hot material or sparks could fall and smolder and close them off so that any hot debris can only fall within your field of view.
- 10.6.2.4.** If it is possible that the flame will go past the object being welded or soldered and excessively heat a flammable or combustible material, then either protect that material with a non-flammable material or wet the material and keep it wetted during the use of heat or grinding.
- 10.6.2.5.** Remain in the area while the joint and/or heated materials cool to room temperature (ambient) while checking for the smell or appearance of smoke in the area.
- 10.6.2.6.** Stay in the area for at least 2 hours and then re-inspect for any smell or appearance of smoke.
- 10.6.2.7.** Ask another staff person to inspect the area for the smell or appearance of smoke. Record who you asked to do the final inspection.
- 10.6.3.** Type VII: Fire Protection (hot work w fire watch) - All Contaminant Control V and VI shall apply as well as;
- 10.6.4.** Notify the Principal that a risk of fire has increased and the area in which the hot work will occur. If any life safety system components (sprinkler, detectors, fire alarms) are not function, hot work should not proceed until these systems are functioning unless fire watch procedures for life systems are followed. See Activation of Fire Watch for Life Safety Systems checklist. Appendix...XX
- 10.6.5.** Refer and implement the HRCE's hot work permit process. At a minimum the following should be considered;
 - 10.6.5.1.** Cover all floor openings with fire stop material. Seal duct work openings with metal covers or blankets and close all doors.
 - 10.6.5.2.** Ensure that there are no potentially explosive atmospheres in the area.
 - 10.6.5.3.** Hot work on vessels, pressure tanks or boilers, use only contractors who are qualified by nationally or internationally recognized boiler and pressure vessel code.
 - 10.6.5.4.** Notify the local fire department of the type of work and the work schedule.
 - 10.6.5.5.** Before hot work is started, designate one employee responsible to complete the fire watch: while work is in progress, during lunch breaks and other breaks and for one hour after all flames are extinguished for the day and monitor the area for an additional two hours. After three hours after the last flame has been extinguished, have a second employee do a final survey of the area for smells or evidence of smoldering or fire and record the inspection.

APPENDIX
Fire Watch Activation Checklist

1. Documentation (identify locations to be checked on an hourly basis, provide contact information for relevant HRCE staff and outside agencies} HRCE provided template to be used for documentation.
2. Procedure reviewed with Custodian or individual responsible for fire watch. Any high-risk areas shall be identified to be highlighted on the documentation page and checked during the rounds.
3. Staff working in the building have been notified of the Fire Watch and that they are responsible to monitor areas for signs of fire or smoke and have been reminded of required actions to take according to the school fire safety plan.
4. Staff responsible for fire watch have been trained in how to use a fire extinguisher. (PASS)
5. Staff responsible for the fire watch have a means of communication (cell phone or walkie-talkies)
6. Staff responsible for the fire watch are aware of the procedure for initiating fire alarm and what systems are functioning. i.e. systems (sprinklers, alarm panel or if school has monitoring company or if calling 911 is required)
7. The School Insurance Program (SIP) Emergency Information Line has been notified 1-902-448-2840
8. All relevant information has been documented in the school's fire books. Including date, time and reason for fire watch.

Fire Watch De-Activation Checklist

1. Document the date, time and actions taken to remedy the deficiency requiring the fire watch.
2. School Insurance Program (SIP) has been notified.
3. Copy of the Fire Watch documentation is kept in the fire book and the original is sent to the HRCE Project Representative.

END OF SECTION 01 35 13

SECTION 01 35 29 - OCCUPATIONAL HEALTH & SAFETY REQUIREMENTS

1. References

- 1.1. CSA S269.1-1975 Falsework for Construction Purposes.

2. CONSTRUCTION SAFETY MEASURES

- 2.1. Observe construction safety measures of:
 - 2.1.1. National Building Code 2020, Part 8
 - 2.1.2. National Fire Code of Canada
 - 2.1.3. Provincial Government, including but not limited to the:
 - 2.1.3.1. Occupational Health & Safety Act revised Statutes of Nova Scotia 1996, Chapter 7 and regulations.
 - 2.1.3.2. Workers' Compensation Act
 - 2.1.3.3. Fire Protection Act
 - 2.1.3.4. Dangerous Goods Transportation Act
- 2.2. In case of conflict or discrepancy the more stringent requirement shall apply.
- 2.3. Ensure that employees working on this specific project have met training requirements as legislated by the Nova Scotia Occupational Health & Safety Act and its regulations.
- 2.4. Where reference is made to jurisdictional authorities, it shall mean all authorities who have within their constituted powers the right to enforce the laws of the place of the building.

3. Equipment & Tools

- 3.1. Each user of equipment or tools shall be responsible to examine for sufficiency before use. Make equipment and tools safe if necessary.

4. WHMIS

- 4.1. Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets.
- 4.2. Have a copy of WHMIS data sheets available at the workplace on delivery of materials.

5. Hazardous Material

- 5.1. Should material resembling hazardous materials other than those identified with the Contract Documents, including but not limited to spray or trowel applied asbestos, be encountered in course of work; stop work immediately. Do not proceed until written instructions have been received from Consultant.
- 5.2. Where work entails use, storage, or disposal of toxic or hazardous materials, chemicals and or explosives, or otherwise creates a hazard to life, safety, health, or the environment; work shall be in accordance with the Jurisdictional Authority.

6. Site Cleaning

- 6.1. Except where special permission is obtained, maintain clear access on public sidewalks and roads.
- 6.2. Maintain walks and roads clear of construction materials and debris, including excavated material. Clean walks and roads as frequently as required to ensure that they are cleared of materials, debris and excavated material.

7. Fire Safety Requirements

- 7.1. Enforce fire protection methods, good housekeeping and adherence to local and Underwriter's fire regulations including, but not limited to, Fire Protection Act and the Provincial Building Code Act. Provide UL approved fire extinguishers, and other fire- fighting services and equipment, except where more explicit requirements are specified as the responsibility of individual Sections.
- 7.2. Smoking is not permitted on school property.
- 7.3. Advise Fire Chief in the area of Work of any work that would impede fire apparatus response, including but not limited to violation of minimum overhead clearance prescribed by the fire chief, erecting of barricades and digging of trenches and in areas where work is being done.
- 7.4. Ensure nothing subverts the integrity of fire protection provided for the building structure.

8. Reporting Fires

- 8.1. Know the location of the nearest fire alarm box and telephone, including the emergency phone number.
- 8.2. Report immediately all fire incidents to the fire department as follows:
 - 8.2.1. Activate nearest fire alarm box, or
 - 8.2.2. Telephone local fire department
 - 8.2.3. Where fire alarm box is exterior to building, the person activating the fire alarm box shall remain at the box to direct Fire Department to scene of the fire.
 - 8.2.4. When reporting a fire by telephone, give location of fire, name or number of building and be prepared to verify the location.

9. Safety Document Submission

- 9.1.** Ensure Safety Document Submission applies to Work of this specific project and site.
- 9.2.** Submit two (2) copies of Project Safety Document at the Pre-Construction Meeting. Do not commence Work nor deliver material on-site prior to submission.
- 9.3.** Include in Safety Document submission specific information detailing the methods and procedures to be implemented ensuring adherence to the acts, regulations, codes and policies specified in this section and to:
 - 9.3.1.** Ensure the Health & Safety of persons at or near the Work; including, but not limited to, the Public.
 - 9.3.2.** Ensure the measures and procedures of the regulatory agencies specified are carried out.
 - 9.3.3.** Ensure every employee, self-employed person and employer performing Work under this contract complies with the regulatory agencies specified.
 - 9.3.4.** Where changes to the methods and procedures in the execution of work change submitted safety methods and procedures, modify submitted Safety Documentation and submit modifications, in writing to the Consultant and Owner prior to implementation.

10. Safety Document Organization

- 10.1.** Organize information in the form of an instructional manual as follows:
 - 10.1.1.** Place in binders of commercial quality, accommodating 8½" x 11" paper size.
 - 10.1.2.** Cover: Identify binder with typed or printed title 'Project Safety Document' and list the title of project.
 - 10.1.3.** Provide tabbed fly leaf for each separate heading, with typed heading on tab.
 - 10.1.4.** Where drawings are within the safety document, provide with reinforced punched binder tab. Bind in with text; fold in larger drawings to size of text pages.
 - 10.1.5.** Arrange content under Safety Document headings specified herein.

11. Safety Document Headings

11.1. Employee Safety Training

11.1.1. Place, under this heading, a statement indicating employees working on this specific project have met specified training requirements, if required.

11.2. Company Safety Policy

11.2.1. Place, under this heading, information pertaining to the company's policy and commitment to Occupational Health & Safety, including the responsibilities of management, supervisors and workers.

11.3. Company Safety Rules in General Terms

11.3.1. Place, under this heading, information of a general, global nature, applying to every work environment where the company has staff and pertaining to rules directing compliance to policy. For example state company safety rules with respect to use of hard hats, safety glasses, safety foot ware, CSA approval on such items, and use of alcohol or non-prescription drugs.

11.4. Hazard Assessment

11.4.1. Place, under this heading, information identifying possible hazards specific to this project and identify safe methods and procedures for the execution of work to ensure safety in the workplace.

11.4.2. Arrange contents of this heading by technical section number of the project manual.

11.5. Emergency Action Plan

11.5.1. Place, under this heading, information detailing action to be taken in the event of various emergencies.

11.5.2. Arrange content under the following sub-headings:

11.5.2.1. First Aid

11.5.2.1.1. Include information concerning establishment of a First Aid Station, related supplies, staff awareness of location and staff training in First Aid Care of Casualties.

11.5.2.2. Contact of Emergency Support Groups:

11.5.2.2.1. Include relative information including phone location for emergency use, the emergency telephone numbers and their location for the various organizations which must be contacted in case of an emergency, and staff training in procedures.

Cessation of Work:

11.5.2.2.2. Include relative information how work cessation during emergencies is handled and communicated to persons present on site.

11.6. Joint Occupational Health & Safety Committee/Representative:

11.6.1. Place under this heading information detailing membership and terms of reference.

OCCUPATIONAL HEALTH & SAFETY SUMMARY FOLLOWS THIS PAGE

Occupational Health & Safety Summary (to be submitted with each monthly Progress estimate)

The following information summarizes Occupational Health & Safety activities on the project conducted by the Contractor during the month and includes activities of Subcontractors. Activities include all matters prescribed by the Occupational Health & Safety Act and Regulations and the submitted Occupational Health & Safety Document for the Project.

Indicate the applicable # number below:

List new Contractors on Site below:

____ new contractors on site,

____ orientations

____ toolbox talks

____ safety meetings

____ Joint Occupational Health
and Safety Committee meetings

____ hazard assessments

____ formal written inspections

____ warnings issued to employees or subcontractors

____ other, explain _____

The Contractor certifies that the above noted activity list is accurate and that during the month:

Check

All activities on the Project were found to be in compliance with the Occupational Health & Safety Act and Regulations

Some activities on the Project were not found to be in compliance with the Occupational Health & Safety Act and Regulations but were adequately corrected in an appropriate time frame. Explain

Prepared by

Certified by

(Contractor Project Manager)

(Contractor Senior Management)

END OF SECTION 01 35 29

SECTION 01 37 00 - SCHEDULE OF VALUES

1. Related Documents

- 1.1. General Conditions of Contract.

2. General

- 2.1. Submit to the Architect, and Owner, Schedule of Values, within twenty (20) days after signing Agreement.
- 2.2. Use Schedule of Values as basis for Contractor's Progress Claim.

3. Form Of Submittal

- 3.1. Form included at end of this Section.

4. Preparing Schedule Of Values

- 4.1. Itemize separate line item cost for work required.
- 4.2. Round off figures to nearest ten (10) dollars.
- 4.3. The sum of all values listed in the schedule shall equal the total contract sum.

5. Review And Submittal

- 5.1. After review by Architect and Owner, revise and resubmit Schedule as directed.
- 5.2. The form shall be completed and supported by such evidence as to its correctness as the Architect may reasonably direct.

SCHEDULE OF VALUES

#4243 - Roof Replacement –
Project Name *Herring Cove Junior High*

Architect

Contractor

Date

Halifax Regional Centre for Education – Schedule of Values		
Contract Item	Percentage	Dollar Value
Mobilization, bonding / insurance, safety, set up safety fencing and roof access	5	
Materials - approved materials delivered to site . Approved area by HRCE	35	
Removal of existing roof system and install to new vapour barrier	15	
Install Roof System	30	
Metal Flashings	10	
Close out documentation including copy of warranty	5	
Total	100 %	

END OF SECTION 01 37 00

SECTION 01 41 00 - REGULATORY AGENCIES

1. Jurisdictional Authorities

- 1.1. Where reference is made to jurisdictional authorities, it shall mean all authorities who have within their constituted powers the right to enforce the laws of the place of building.

2. Definitions

- 2.1. The "Constructor" named in the Construction Safety Act, Chapter 52, Revised Statutes of Nova Scotia, as amended by 1972, Chapter 25; and Construction Safety Regulations, pursuant to Chapter 52 R.S.N.S., including any amendments, shall mean the "Contractor" for the Work performed under this Specification.

3. Fire Prevention, Safety & Protection

- 3.1. General Construction Safety Measures:
- 3.1.1. Observe safety measures of the
 - 3.1.1.1. National Building Code 2020, Part 8.
 - 3.1.1.2. National Fire Code of Canada.
 - 3.1.1.3. Provincial Government, including but not limited to the Occupational Health & Safety Act Revised Statutes of Nova Scotia 1996, Chapter 320, and the Construction Safety & Industrial Safety Regulations made pursuant to the Occupational Health and Safety Act, 1996.
 - 3.1.1.4. Workers'/Workmen's Compensation Board.
 - 3.1.2. In case of conflict or discrepancy the more stringent requirement shall apply.
 - 3.1.3. Maintain clear emergency exit paths for personnel.
- 3.2. Except where special permission is obtained, maintain clear access on public sidewalks and roads.
- 3.3. Maintain walks and roads clear of construction materials and debris, including excavated materials. Clean walks and roads as frequently as required to ensure that they are cleared of materials, debris and excavated materials.
- 3.4. WHMIS:
- 3.4.1. Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials; and regarding labelling and provision of material safety data sheets acceptable to Labour Canada and Health & Welfare Canada.
 - 3.4.2. Have a copy of WHMIS data sheets available at the workplace on delivery of materials.

Blockage of Roadways

- 3.5. Advise Fire Chief of any work that would impede fire apparatus response. This includes violation of minimum overhead clearance, as prescribed by fire chief, erecting of barricades and the digging of trenches.

4. Smoking Precautions

- 4.1. Observe, at all times, smoking regulations.

5. Rubbish And Waste Materials

- 5.1. Rubbish and waste materials are to be kept to a minimum.
5.2. The burning of rubbish is prohibited.

6. Flammable And Combustible Liquids

- 6.1. The handling, storage and use of flammable and combustible liquids are to be governed by the current National Fire Code of Canada.
6.2. Flammable and combustible liquids such as gasoline, kerosene and naphtha will be kept for ready use in quantities not exceeding 45 litres provided they are stored in approved safety cans bearing the Underwriter's Laboratory of Canada or Factory Mutual seal of approval. Storage of quantities of flammable and combustible liquids exceeding 45 litres for work purposes, requires the permission of the Fire Chief.
6.3. Transfer of flammable and combustible liquids is prohibited within buildings or jetties.
6.4. Transfer of flammable and combustible liquids will not be carried out in the vicinity of open flames or any type of heat-producing devices.
6.5. Flammable liquids having a flash point below 38°C such as naphtha or gasoline will not be used as solvents or cleaning agents.
6.6. Flammable and combustible waste liquids, for disposal, will be stored in approved containers located in a safe ventilated area. Quantities are to be kept to a minimum and the Fire Department is to be notified when disposal is required.

7. Hazardous Substances

- 7.1. Work entailing the use of toxic or hazardous materials, chemicals and/or explosives, otherwise creates a hazard to life, safety or health, will be in accordance with the National Fire Code of Canada.
7.2. Where flammable liquids, such as lacquers or urethanes are to be used, proper ventilation will be assured and all sources of ignition are to be eliminated. The Fire Chief is to be informed prior to and at the cessation of such work.

8. Questions and/or Clarification

- 8.1.** Direct any questions or clarification on Fire Safety in addition to above requirements to Fire Chief.

9. Fire Inspection

- 9.1.** Site inspections by Fire Chief will be coordinated through HRCE Project Manager.
- 9.2.** Allow Fire Chief unrestricted access to the work site.
- 9.3.** Co-operate with the Fire Chief during routine fire safety inspection of the Work site.
- 9.4.** Immediately remedy all unsafe fire situations observed by the Fire Chief.

10. Reference Standards

- 10.1.** Where edition date is not specified, consider that references to manufacturer's and, published codes, standards and specifications are made to the latest edition, (revision) approved by the issuing organization, current at the date of this Specification.
- 10.2.** Reference standards and specifications are quoted in this Specification to establish minimum standards. Work which in quality exceeds these minimum standards shall be considered to conform.
- 10.3.** Should the Contract Documents conflict with specified reference standards or specifications the General Conditions of the Contract shall govern.
- 10.4.** Where reference is made to manufacturer's directions, instructions or specifications they shall include full information on storing, handling, preparing, mixing, installing, erecting, applying, or other matters concerning the materials pertinent to their use and their relationship to materials with which they are incorporated.
- 10.5.** Have a copy of each code, standard and specification, and manufacturer's directions, instructions and specifications, to which reference is made in this Specification, always available at construction site.
- 10.6.** Standards, specifications, associations, and regulatory bodies are generally referred to throughout the specifications by their abbreviated designations:

AA	The Aluminum Association
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ARI	Air Conditioning & Refrigeration Institute
ASTM	American Society for Testing & Materials
CCA	Canadian Construction Association
CGSB	Canadian General Standards Board
CSA	Canadian Standards Association
NSDTIR	Department of Transportation & Infrastructure Renewal, Province of Nova Scotia
IAO	Insurers Advisory Organization
NBC	National Building Code
NFPA	National Fire Protection Association
CANS	Construction Association of Nova Scotia
ULC	Underwriters Laboratories of Canada
WHMIS	Workplace Hazardous Materials Information System

END OF SECTION 01 41 00

SECTION 01 45 00 - QUALITY CONTROL

1. Section Includes

- 1.1. Inspection and testing, administrative and enforcement requirements
- 1.2. Tests and mix designs.
- 1.3. Mock-ups.
- 1.4. Mill tests.
- 1.5. Equipment and system adjust and balance.
- 1.6. Verification by affidavits and certificates that specified products meet requirements of reference standards: In applicable Sections of the Specification.
- 1.7. Testing, balancing and adjusting of equipment: In applicable Mechanical and Electrical Sections of the Specification.
- 1.8. Cutting & Patching: Section 01 11 41.

2. Related Sections

- 2.1. Section 01 33 00 Submittal Procedures: Submission of samples to confirm product quality.
- 2.2. Section 01 61 00 Material & Equipment: Material and workmanship quality – reference standards.
- 2.3. Section 01 77 00 Contract Closeout.

3. REVIEW OF WORK

- 3.1. The Owner shall have access to the Work. If part of the Work is in preparation at locations other than the Place of the Work, access shall be given to such work whenever it is in progress.
- 3.2. Give timely notice to the Owner's Representative, requesting review of the Work as indicated in the Contract Documents.
- 3.3. If the Contractor covers or permits to be covered Work that has been designated for review by the Owner before such is made, uncover such Work, have the review satisfactorily completed and make good such Work at no extra cost to Owner.

4. Inspection, Special Tests, Approvals

- 4.1. Engage the services of appropriate inspection testing agencies ensuring the Work meets codes, acts and regulations, and laws in force at the place of Work. Include such costs in the Contract Price.

- 4.2. Give timely notice requesting inspection to those required to provide inspections, special tests, or approvals, where Work is designated, by the Owner's instructions or the law of the place of Work, for special tests.
- 4.3. If the Contractor covers or permits to be covered Work that has been designated for special tests, inspections or approvals before such is made, uncover such Work, have the inspections or tests satisfactorily completed and make good such Work at no extra cost to the Owner.
- 4.4. The Owner may order any part of the Work to be examined if the Work is suspected to be not in accordance with the Contract Documents. If, upon examination such Work is found not in accordance with the Contract Documents, correct such Work and pay the cost of examination and correction. If such Work is found in accordance with the Contractor Documents, the Owner shall pay the cost of examination and replacement.

5. Independent Inspection Agencies

- 5.1. Independent Inspection/Testing Agencies may be engaged by the Owner for the purpose of inspecting and/or testing portions of Work. Cost of such services will be borne by the Owner.
- 5.2. Provide access to the Work, and equipment required for executing inspection and testing by the appointed agencies.
- 5.3. Employment of inspection/testing agencies does not relax the Contractor's responsibility to perform Work, or carry out his own inspections and testing in accordance with the Contract Documents.
- 5.4. If defects are revealed during inspection and/or testing, the appointed agency will request additional inspection and/or testing to ascertain full degree of defect. Correct defect and irregularities as advised by Owner at no cost to the Owner. Pay costs for retesting and reinspection.

6. Access To Work

- 6.1. Allow inspection/testing agencies access to the Work, off site manufacturing and fabrication plants.
- 6.2. Co-operate to provide reasonable facilities for such access.

7. Procedures

- 7.1.** Notify the appropriate agency and Owner in advance of the requirement for tests, in order that attendance arrangements can be made.
- 7.2.** Submit samples and/or materials required for testing, at specifically requested in specifications. Submit with reasonable promptness and in an orderly sequence so as not to cause delay in the Work.
- 7.3.** Provide labour and facilities to obtain and handle samples and materials on site. Provide sufficient space to store and cure test samples.

8. Rejected Work

- 8.1.** Remove defective Work, whether the result of poor workmanship, use of defective products or damage and whether incorporated in the Work or not, which has been rejected, including (but not limited to) defective Work rejected by the Owner as failing to conform to the Contract Documents. Replace or re-execute in accordance with the Contract Documents.
- 8.2.** Make good other Contractor's work damaged by such removals or replacements promptly.
- 8.3.** If in the opinion of the Owner, it is not expedient to correct defective Work or Work not performed in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work performed and that called for by the Contract Documents, the amount of which shall be determined by the Owner.

9. Reports

- 9.1.** Submit four (4) copies of inspection and test reports to the Owner.
- 9.2.** Provide copies to Contractor's Consultant and Subcontractor of Work being inspected or tested.

10. Tests and Mix Designs

- 10.1.** Furnish test results and mix designs as may be requested.
- 10.2.** The cost of tests and mix designs beyond those called for in the Contract Documents or beyond those required by law of the Place of Work shall be appraised by the Owner and may be authorized as recoverable.

11. Mock-Up

- 11.1. Prepare mock-up for Work for each finish in the Work and other work specifically requested in the specifications. Include for Work of all Sections required to provide mock-ups.
- 11.2. Construct in all locations as specified in specific Section.
- 11.3. Prepare mock-up for Owner's review with reasonable promptness and in an orderly sequence, so as not to cause any delay in the Work.
- 11.4. Failure to prepare mock-up in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- 11.5. If requested the Owner will assist in preparing a schedule fixing the dates for preparation.
- 11.6. Mock-ups may remain as part of the Work, unless specified otherwise in the Contract Documents.

12. Mill Tests

- 12.1. Submit mill test certificates as may be requested.

13. Equipment And Systems

- 13.1. Submit adjustment and balancing reports for mechanical, electrical and building equipment systems.
- 13.2. Refer to Contract Documents for definitive requirements.

END OF SECTION 01 45 00

SECTION 01 52 00 – CONSTRUCTION & TEMPORARY FACILITIES

1. General

- 1.1. Include in the Work construction and temporary facilities required as construction aids or by jurisdictional authorities or as otherwise specified. Install to meet needs of construction as Work progresses. Maintain construction and temporary facilities during use, relocate them as required by the Work, remove them at completion of need and make good adjacent Work and property affected by their installation.
- 1.2. Include in the Work construction and temporary facilities to provide for construction safety such as: fences, barricades, bracing, supports, storage, sanitation and first aid facilities, fire protection, stand pipes, electrical supply, construction equipment with its supports and guards, stairs, ramps, platforms, runways, ladders, scaffolds, guardrails, temporary flooring, rubbish chutes, and walkway, morality and guard lights, and as otherwise required of the Constructor by the Construction Safety Act, of the Province of Nova Scotia, as well as all other applicable regulations or jurisdictional authorities.
- 1.3. Construct temporary Work of new materials unless use of second-hand materials is approved.
- 1.4. Ensure that structural, mechanical, and electrical characteristics of temporary facilities are suitable and adequate for use intended. Be responsible that no harm is caused to persons and property by failure of temporary facilities because of placing, location, stability, protection, structural sufficiency, removal, or any other cause.
- 1.5. Locate temporary facilities as directed and coordinated with School Administration and HRCE.
- 1.6. Relocate construction and temporary facilities as required by the Progress of the Work, and remove at completion of Work.
- 1.7. Do not permit construction personnel to use new washroom and toilet facilities.
- 1.8. Interior work zones to be complete with temporary negative air ventilation units to be functioning at all times to control dust migration to occupied areas.
- 1.9. Refer also to HRCE Policies & Guidelines contained in Appendix A of Section 01 35 13.

2. Services

- 2.1. Temporary Electric Power:
 - 2.1.1. The Contractor will provide a source of electric power for all construction purposes.
 - 2.1.2. Coordinate with the Building Operator locations of power sources and arrange to connect under his direction.
 - 2.1.3. Install electric service distribution conductors and necessary components. Determine anticipated demand which will be placed on service during normal peak periods and obtain approval on this basis before making installation. Supply power of characteristics required by the Work. Install a power centre for miscellaneous tools

and equipment for each major building floor area with distribution box, a minimum of four 20 amp grounded outlets, and circuit breaker protection for each outlet. Make connections available to any part of the Work within distance of a 100'-0" extension.

2.2. Temporary Lighting:

2.2.1. Install lighting for

2.2.1.1. emergency evacuation, safety and security throughout the Project at intensity levels required by jurisdictional authorities.

2.2.1.2. performance of Work throughout Work areas as required, evenly distributed, and at intensities to ensure that proper installations and applications are achieved.

2.2.1.3. performance of finishing Work in areas as required, evenly distributed and of an intensity of at least 15 foot candles.

2.2.2. Permanent fluorescent lighting may be used during construction, provided that fixtures, lamps and lenses are completely cleaned. Incandescent sources may be used during construction to the extent of 20% of the total. Electrical Division Contractor to provide 20% spare lamps to the Owner for replacement purposes.

2.3. Temporary Sanitary Facilities:

2.3.1. Provide sanitary facilities for persons on the Work site. Facilities in areas of the building are only to be used under extraordinary circumstances and with prior approval.

2.4. Maintain fire protection as required by jurisdictional authorities. The Contractor is responsible for de-activating and re-activating Fire Alarm zones as required by the Work of the Contract and to maintain protection in the existing building.

3. Construction Aids

3.1. Hoists & Cranes:

3.1.1. Select, operate and maintain hoisting equipment and cranes as may be required. Operate such equipment only by qualified hoist or crane operators. Make hoist available for Work of each Section.

3.2. Building Enclosure:

3.2.1. Include in Work temporary enclosure for building as required to protect it, in its entirety or in its parts, against the elements, to maintain environmental conditions

required for Work. Design enclosures to withstand wind pressures required for the building by jurisdictional authorities. Erect enclosures to allow complete accessibility for installation of materials during the time enclosures remain in place.

3.3. Scaffolding:

- 3.3.1. Each user of scaffolding shall be responsible for its examination and testing for sufficiency before using it. He shall make it secure if necessary, or shall notify the Contractor in writing that he will not commence work until it is made secure; otherwise he will be held responsible for accidents due to its insufficiency.

4. Barriers

- 4.1. Install barricades for traffic control, and to prevent damaging traffic over exterior and interior finished areas, as well as safety barricades and otherwise, as may be required.
- 4.2. Construct hoardings and walkways as required by HRCE or jurisdictional authorities.

5. Protection

- 5.1. Protect roofs and podiums by substantial temporary construction to ensure that no damage occurs. Provide protection by materials of sufficient thickness to prevent all damage to structure and finish, and to waterproofing qualities of membranes, whenever each of these individual components are exposed. Damage shall include harm resulting from all construction work, such as falling objects, wheel and foot traffic, failure to remove debris, operation of machinery and equipment, and scaffolding and hoisting operations. Positively secure protection to prevent displacement from any cause.
- 5.2. Box with wood or otherwise protect from damage, by continuing construction, finished sills, jambs, corners, and the like.

END OF SECTION 01 52 00

SECTION 01 61 00 - MATERIAL & EQUIPMENT

1. General

- 1.1. Products refer to materials, manufactured components and assemblies, fixtures and equipment incorporated in the Work.
- 1.2. Use only products of Canadian manufacture unless such products are not manufactured in Canada, are specified otherwise, or are not competitive.
- 1.3. Products for use in the Project and on which the Tender was based shall be in production at that time, with a precise model and shop drawings available for viewing.
- 1.4. Where equivalent products are specified, or where alternatives are proposed under "substitution of products", these products claimed by the Contractor as equivalent shall be comparable in construction, type, function, quality, performance, and, where applicable, in appearance, as approved. Where specified equivalents are used in the tendered bulk sum price for the Work, they shall be subject to final approval.
- 1.5. Incorporate products in the Work in strict accordance with manufacturers' directions unless specified otherwise.
- 1.6. Products delivered to the Project site for incorporation in the Work shall be considered the property of the Owner. Maintain protection and security of products stored on the site after payment has been made for them.
- 1.7. Do not install permanently incorporated labels, trademarks and nameplates, in visible locations unless required for operating instructions or by jurisdictional authorities.

2. Specified Products

- 2.1. Products specified by manufacturer's name, brand name or catalogue reference shall be the basis of the bid and shall be supplied for the Work without exception in any detail, subject to allowable substitutions as specified.
- 2.2. Where several proprietary products are specified, any one of the several will be acceptable.
- 2.3. For products specified by reference standards, the onus shall be on the supplier to establish that such products meet reference standard requirements. The Architect may require affidavits from the supplier, as specified in Section 01 33 00, or inspection and testing at the expense of the supplier, or both, to prove compliance. Products exceeding minimum requirements established by reference standards will be accepted for the Work if such products are compatible with and harmless to Work with which they are incorporated.

3. Substitution Of Products During Progress Of Work

- 3.1.** Products substituted for those specified or approved, or both, shall be permitted only if the listed product cannot be delivered to maintain construction schedule and if the delay is caused by conditions beyond the Contractor's control.
- 3.2.** Obtain approval for substitutions. Application for approval of substitutions shall be made only by Contractor. Process proposals for substituted Work in accordance with procedures established for changes in the Work.
- 3.3.** Submit, with request for substitution, documentary evidence that substituted products are equal to, or superior to, approved products, and a comparison of price and delivery factors for both specified or approved products, and proposed substitute.
- 3.4.** Ensure that substituted products can be both physically and dimensionally incorporated in the Work with no loss of intended function, performance, space or construction time, and that spare parts and service are readily available. The Contractor shall be responsible for additional installation costs, including architectural and engineering fees, required by incorporation of substituted products, and for adaptations made otherwise necessary to ensure that above requirements are satisfied.

4. Product Handling

- 4.1.** Manufacture, pack, ship, deliver and store products so that no damage occurs to structural qualities and finish appearance, nor in any other way detrimental to their function or appearance, or both.
- 4.2.** Ensure that products, while transported, stored or installed, are not exposed to an environment which would increase their moisture content beyond the maximum specified.
- 4.3.** Schedule early delivery of products to enable Work to be executed without delay. Before delivery, arrange for receiving at site.
- 4.4.** Deliver package products, and store until use, in original unopened wrapping or containers, with manufacturer's seals and labels intact.
- 4.5.** Label packaged products to describe contents, quantity and other information as specified.
- 4.6.** Product handling requirements may be repeated and additional requirements specified, in other Sections.

5. Storage & Protection

- 5.1. Coordinate material delivery to ensure that areas within or on building are available to receive them.
- 5.2. Store manufactured products in accordance with manufacturer's instructions, when such instructions are attached to products or submitted by him.
- 5.3. Store finished products and woodwork under cover at all times.
- 5.4. Store and handle flammable liquids and other hazardous materials in approved safety containers and as otherwise prescribed by safety authorities. Store no flammable liquids or other hazardous materials in bulk within the Project.
- 5.5. Storage and special protection requirements may be repeated, and additional requirements specified, in other Sections.

6. Defective Products & Work

- 6.1. Products and Work found defective; not in accordance with the Specifications; or defaced or injured through negligence of the Contractor, his employees or subcontractors, or by fire, weather or any other cause will be rejected for incorporation in the Work.
- 6.2. Remove rejected products and Work from the premises immediately.
- 6.3. Replace rejected products and Work with no delay after rejection. Provide replacement products and execute replacement Work precisely as required by the Specification for the defective Work replaced. Previous inspection and payment shall not relieve the Contractor from the obligation of providing sound and satisfactory Work in compliance with this Project Manual.

7. Workers, Suppliers & Subcontractors

- 7.1. Assign Work only to workers, suppliers, and Subcontractors who have complete knowledge, not only of the conditions of this Project Manual, but of jurisdictional requirements, and reference standards and specifications.
- 7.2. Give preference to use of local workers, suppliers, and Subcontractors wherever possible.

Workmanship

- 7.3. Unless otherwise specified in a more detailed manner, workmanship shall be of the highest quality recognized by trade executing the Work in accordance with standard practices, by the best methods recommended by the manufacturer of the Product, and as approved by the Architect.

END OF SECTION 01 61 00

SECTION 01 77 00 – CONTRACT CLOSEOUT

1. Section Includes

- 1.1. Final cleaning.
- 1.2. Spare parts and maintenance materials.
- 1.3. Take over procedures.

2. Related Sections

- 2.1. Individual Specifications Sections: Specific requirements for operation and maintenance data.

3. Final Cleaning

- 3.1. Refer to the General Conditions of Contract.
- 3.2. Before final inspection, replace glass and mirrors broken, damaged and etched during construction, or which are otherwise defective.
- 3.3. In addition to requirements for cleaning-up specified in General Conditions of the Contract, include in Work final cleaning by skilled cleaning specialists on completion of construction.
- 3.4. Remove temporary protections and make good defects before commencement of final cleaning.
- 3.5. Remove waste products and debris other than that caused by the Owner, other contractors or their employees, and leave the Work clean and suitable for occupancy by Owner.
- 3.6. Remove surplus products, tools, construction machinery and equipment. Remove waste products and debris other than that caused by the Owner or other Contractors.
- 3.7. Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures. Replace broken, scratched or disfigured glass.
- 3.8. Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, and floors and ceilings.
- 3.9. Vacuum clean and dust building interiors, behind grilles, louvres and screens as affected by Work.
- 3.10. Wax, seal, shampoo, buff or prepare floor finishes, as recommended by the manufacturer. Use products compatible with products used by building maintenance staff.
- 3.11. Broom clean and wash all horizontal and vertical surfaces as affected by Work.
- 3.12. Clean up and make good exterior grades, lawns, planting and surfaces after removal of temporary access and facilities.
- 3.13. Removing of visible labels left on materials, components, and equipment.
- 3.14. Maintain cleaning until Owner has taken possession of building or portions thereof.

4. Spare Parts And Maintenance Materials

- 4.1. Spare parts and 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.
- 4.2. Defective Products will be rejected, regardless of previous inspections. Replace products at own expense.
- 4.3. Store spare parts and maintenance materials in a manner to prevent damage, or deterioration.
- 4.4. Provide spare parts, special tools, maintenance and extra materials in quantities specified in individual specification Sections.
- 4.5. Provide items of same manufacture and quality as items in the Work.

5. Demonstration Of Systems & Equipment

- 5.1. Give a complete demonstration of all systems and equipment in the presence of the Consultant at the following times:
- 5.2. When each is 100% completed at the request of the Contractor.
- 5.3. At time of inspection to validate final completion.
- 5.4. At final completion for the benefit of the maintenance staff for the Project.
- 5.5. Responsible personnel representing the Subcontractor responsible for the Work being demonstrated shall be present at each demonstration.

6. Submittals

- 6.1. Submit with application for substantial performance certificate.
 - 6.1.1. Certificate of Substantial Performance inspection report from electrical utility or inspection.
 - 6.1.2. Certificate of verification of fire alarm system.
 - 6.1.3. Certificate from the Fire Marshal's Office and I.A.O. of final inspection of sprinkler system.
 - 6.1.4. Air balance reports.
 - 6.1.5. Other reports required or specified.
 - 6.1.6. Maintenance Manuals and Operating Instructions.
- 6.2. Submit with application for release of final payment:
 - 6.2.1. Final project record drawings.
 - 6.2.2. Extra stock.
 - 6.2.3. Performance bonds which shall remain in effect for one (1) year after take-over date.
 - 6.2.4. Completed Liability Insurance Policy extended for one (1) year from take-over date.
 - 6.2.5. Written guarantee covering all workmanship and materials used in the Work.
 - 6.2.6. Maintenance bonds as specified.

- 6.2.7. Extended Warranties as specified
- 6.2.8. Certificate from Workers' Compensation Board.
- 6.2.9. Certificate from Health Services Tax Division.

7. Final Inspection Procedures

- 7.1. Schedule, make arrangements for and administer final inspections and close out in the following stages.
- 7.2. Contractor's Inspection:
 - 7.2.1. Determination that Project meets requirements for substantial performance and inspection is the responsibility of the Contractor.
 - 7.2.2. The Contractor and all Subcontractors shall conduct an inspection of the work, identify deficiencies and defects; repair as required. Notify the Consultant in writing of satisfactory completion of the contractor's Inspection and that corrections have been made. Request a Consultant's Substantial Performance Inspection.
- 7.3. Consultant's Inspection: Consultants and the Contractor will perform an inspection of the Work to identify obvious defects or deficiencies. The contractor shall correct Work accordingly.
- 7.4. Substantial Performance Inspection:
 - 7.4.1. When the items noted above are complete, request a substantial performance inspection of the Work by the Consultant, and the Contractor. If Work is deemed incomplete by the Consultant, complete the outstanding items and request a re-inspection.
 - 7.4.2. Substantial performance inspections shall be scheduled to begin within eight working days of the Contractor's request.
 - 7.4.3. Present at the substantial performance inspection will be:
 - 7.4.3.1. The Consultant and his Sub-consultants that he requires and notifies.
 - 7.4.3.2. The Owner's representatives, upon notification by the Consultant.
 - 7.4.3.3. The Contractor and such Subcontractors that he considers are required.
 - 7.4.3.4. The Contractor will compile a substantial performance deficiency list at this inspection and issue it to the Consultant and Owner.
 - 7.4.3.5. The Contractor shall correct substantial performance deficiencies before a date agreed upon by the Contractor and Consultant.
 - 7.4.3.6. Upon the Consultant's approval of substantial performance, the Contractor shall submit an application for a substantial performance certificate.
 - 7.4.3.7. When the Contractor has satisfied himself that these corrections have been completed in a satisfactory manner by his inspection he shall schedule a final Contractor's inspection by the Consultant, and the Owner's representatives if required, within five working days of the Contractor's request.

7.4.3.8. Upon the Consultant's approval of completion, the Contractor shall submit an application for a completion certificate.

8. Substantial Performance

- 8.1.** The Consultant will issue a Certificate of Substantial Performance when satisfied outstanding deficiencies noted during inspections prior to the Substantial Performance inspection have been corrected, the Work is substantially complete and is so certified by the Owner.
- 8.2.** A list of remaining deficiencies to be rectified before final acceptance will be attached to the Certificate of Substantial Performance.
- 8.3.** Make submissions specified in Subparagraph 1.06 of this Section.

9. Certificate For Release Of Amount Due At Substantial performance

- 9.1.** The Consultant will issue to the Owner a certificate for release of money in an amount equal to the amount due the Contractor under the Contract Documents provided the Consultant is satisfied the Work has been substantially completed.
- 9.2.** The certificate shall indicate the date of substantial performance.
- 9.3.** Payment shall be due in accordance with GC 5.4 and the Contract Documents.

10. Completion Certificate

- 10.1.** The Consultant will issue a Certificate of Completion (DSS Document DC670-92) when he is satisfied that outstanding deficiencies noted during inspections have been corrected and the Work is completed and is so certified by the Owner.
- 10.2.** The date of the completion certificate will commence the required sixty (60) day period before release of final payment.

11. Certificate For Release Of Final Payment

- 11.1.** Subject to the provisions of the Contract Documents, the Consultant will issue to the Owner a certificate for release of final payment sixty (60) days after date of completion certificate providing he is satisfied the Work has been completed.
- 11.2.** The certificate will be in an amount equal to the remaining money due the Contractor under the Contract, and shall indicate the date of final completion.
- 11.3.** Payment shall be due upon date of final completion.

12. Warranties

12.1. Establishment of Warranties:

12.1.1. Warranties shall commence on the Ready-for-Takeover date.

12.2. Warranty Period:

12.2.1. The Owner will advise the Consultant of defects observed during warranty periods.

12.2.2. The Consultant will notify the Contractor of defects observed during warranty period and request him to remedy the defects in accordance with the Contractor documents.

12.2.3. Thirty (30) days before expiration of warranties the Owner's representatives, the Consultant and the Contractor will inspect the Work as arranged by the Contractor noting defects of products and workmanship.

12.2.4. The Contractor shall immediately remedy such noted defects.

END OF SECTION 01 77 00

CONTRACTOR'S CHECKLIST

Pre-Closing Reminder to Proponents:

- This Request for Proposals (RFP) is a **two-file process**.
Please ensure that the submission instructions are followed carefully as noted in Section 00 21 13 – Information to Proponents to ensure your submission is compliant.
- Required Bid Security – (10% of the Contract price before HST)
- Please include a copy of your bid security in with your Price Submission file.
- Please submit your proposal to the submission email address: hrcetenders@hrce.ca
- The HRCE will use the CCDC-2, 2020 for this work. A copy of the Standard Construction Contract CCDC 2 – 2020 is available upon request and will form part of the contract documents.
- The HRCE Supplementary General Conditions for the CCDC-2, 2020 applicable for this work is available for review under Section 0073 00 of the RFP document.

Post Award Document Requirements:

- Certificate of Recognition from a safety audit organization, jointly signed with the WCB.
- Workers' Compensation Board Letter of Good Standing.
- Certificate of Good Standing from the Canadian Roofing Contractors Association and Roofing Contractors Association of Nova Scotia.
- Contract Security documentation – if required
- Insurance Certificate – As identified in the RFP.
- Schedule of Values
- Site Specific Safety Plan
- Hazard Assessment
- Listing of subcontractors
- Warranty information

The award letter will list the specific documents required and provide a submission timeframe.

A purchase order will be issued only after receipt of all required items.

Work is not authorized until purchase order is issued.

PROJECT EXPERIENCE AND REFERENCES FORM

Refer Technical Submission Requirements in Section 11.3.1 Section I.

Project #1 – The most recent HRCE project, if applicable.

Company Name	
Brief Project Description	
Project Manager Name	
Project Dollar Value \$	
Reference Name and Position Title	
Reference Contact Info - Email Address - Phone Number	

PROJECT EXPERIENCE AND REFERENCES FORM

Refer Technical Submission Requirements in Section 11.3.1 Section I.

Project #2 – The next most recent HRCE project, if applicable

Company Name	
Brief Project Description	
Project Manager Name	
Project Dollar Value \$	
Reference Name and Position Title	
Reference Contact Info - Email Address - Phone Number	

PROJECT EXPERIENCE AND REFERENCES FORM

Refer Technical Submission Requirements in Section 11.3.1 Section I.

Project #3 – Any recent project

Company Name	
Brief Project Description	
Project Manager Name	
Project Dollar Value \$	
Reference Name and Position Title	
Reference Contact Info - Email Address - Phone Number	

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 post award, sent to the HRCE 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	902-428-8161
Ambulance	911	Dangerous Goods	1-800-565-1633
Doctor	911	Waste Disposal	
Police	911	Insurance	
HRCE Office	902-493-5110	Min./Dept of Labour	1-800-952-2687
Min./Dept of Transport		Min./Dept of Enviro	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: _____
- HRCE # emergency/after hours: day 902-493-5110 after 4:00 pm 902-442-2476

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 HRCE Manager: _____

SITE IMPLEMENTATION:

- Health and Safety Rep & Safety Committee:
Establish liaison between HRCE, 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) _____

1 General

1.1 REFERENCE STANDARDS

- .1 Perform work in accordance with the following standards:
 - .1 Canadian Construction Safety Code, latest edition.
 - .2 NBCC - Latest Issue, Part 8 - Safety Measures at Construction and Demolition sites.
 - .3 CSA S350 - Code of Practice for Safety in Demolition of Structures.
 - .4 NFC Latest Issue - Part 6 governing installation and maintenance of portable fire extinguishers.
 - .5 CSA C22.1, "Canadian Electrical Code", governing temporary electrical installations.
 - .6 Transportation of Dangerous Goods Acts.

1.2 WORK INCLUDED

- .1 Demolition, removal and disposal of the all work itemized on the drawings.
- .2 Coordinate removals in order to maintain services as required for operation.
- .3 Obtain all necessary permits required to perform the above noted work.

1.3 EXISTING CONDITIONS

- .1 Take over structures to be demolished based on their condition on date that the contract is awarded.
- .2 Inspect adjacent existing property to extent possible and ensure that its condition and stability is recorded.
- .3 Photograph adjacent existing properties in sufficient detail to record its conditions before Work of this Section commences. These photographs will be used to compare the condition of adjacent construction before and after performance of Work of this Section in the event damage of adjacent construction is claimed as a result of demolition.
- .4 Should unlabelled drums or potentially hazardous materials be encountered in the course of demolition, stop work and notify the Architect. Do not proceed until written instructions have been received from the Architect. Comply fully with CSA Z 317.13.

1.4 **PROTECTION**

- .1 For demolition within the existing building provide dust proof partitions, negative air pressure and all other measures required to maintain a clean environment for the building occupants.
- .2 Prevent movement, settlement or damage of adjacent properties, structures, services, paving, roadways, and parking areas. Make good damage and be liable for injury caused by demolition.
- .3 Prevent debris from blocking existing surface drainage systems, which must remain in operation.
- .4 Ensure safe passage of the public and building occupants past area of demolition.
- .5 Prevailing weather conditions and weather forecast shall be considered. Demolition work shall not proceed when extreme weather conditions constitute a hazard to the works and site.
- .6 Protect existing items designated to remain. In event of damage, immediately replace such items or make repairs to approval of the Architect at no additional cost to the Owner.
- .7 Protect the supply of electricity to areas of property to remain in service.
- .8 Protect telephone service to areas of property to remain in service.
- .9 Protect water and sewer service to areas of the property to remain in service.
- .10 Take precautions to support structures and, if safety of building being demolished or adjacent structures or services, etc. appears to be endangered, cease operations and notify the Architect.
- .11 Prevent debris from blocking surface drainage system, mechanical and electrical systems which must remain in operation.
- .12 Ensure that adjacent properties, and other equipment are protected from damage resulting from Work of this Section. Install protection consisting of fences, barricades, signs, and substantial construction to provide physical protection.
- .13 Post danger signs in conspicuous locations to warn persons that demolition is in progress.
- .14 Erect protection to provide safe access which must be maintained to existing buildings and support area of the building being demolished.
- .15 Protect existing services from damages. Where required, arrange to relocate existing active services to ensure that they function continuously in safety and without risk of damage. Cap off and remove unused services encountered during demolition after

approval is given by the Architect and utilities or jurisdictional authorities, whichever may apply.

- .16 Maintain security of areas in which demolition is proceeding by control of access through enclosing fences, barricades, and hoardings during times Work is in progress, and by locking hardware otherwise.
- .17 Maintain security of areas in which demolition is proceeding while Work is shut down because of a strike or a lockout.
- .18 Prevent spread of dust beyond the demolition area by wetting, or by other approved means, as it accumulates.
- .19 Keep sidewalks, streets, and roads free of dust and debris from demolition Work. Clean up accumulations as they occur.
- .20 Provide up-to-date proof of certification of all equipment to be used on site.
- .21 Temporary shoring and protection shall be designed by a professional engineer registered or licensed to practice in Nova Scotia.

1.5 **SALVAGEABLE MATERIALS**

- .1 Salvage, recycling or reuse of materials or equipment from the buildings to be demolished is encouraged.
- .2 Re-grade and label salvageable lumber as required by law.
- .3 The Contractor shall protect the owner from any claims, however, rising, from the salvage, recycling or reuse of materials or equipment from the demolished buildings.

3 Execution

3.1 ENVIRONMENTAL PROTECTION

- .1 Perform work in an environmentally acceptable manner.

3.2 PREPARATION

- .1 Obtain all necessary permits and approvals.
- .2 Inspect site and verify with the Architect items designated for removal and items to be preserved.
- .3 Locate and protect utility lines to remain. Notify utility companies before starting demolition.
- .4 Employ rodent and vermin exterminators to comply with Health and Environmental regulations.

3.3 EXAMINATION

- .1 Before commencing Work, ensure in examination of the site and Work to be demolished that all possible factors concerning demolition are investigated, and that the following are known in particular:
 - .1 Methods and means available for material handling, disposal, storage, and transportation.
 - .2 Construction details of structures to be demolished.
 - .3 Construction details of other existing and adjacent properties.
 - .4 Location of utility and other services.
- .2 Review demolition Work to be performed in all its details. Do not proceed without review of the demolition methods that will be used.

3.4 DEMOLITION - GENERAL

- .1 Remove any equipment or materials intended for reuse, recycling or salvage.
- .2 Sub-Contractor shall provide a detailed description of the proposed methods and procedures for demolition prior to commencing work on the site.
- .3 Do not disrupt active or energized utilities designated to remain undisturbed.
- .4 At end of each day's work leave site in safe condition so that no part is in danger of toppling or falling.
- .5 Carefully remove and lower structural framing and other heavy or large objects.
- .6 Demolish to minimize dusting and noise. Spray water on structures during demolition as required and when ever requested by the Architect to control dust.
- .7 Remove and dispose of all demolition items and materials from site in accordance with authorities having jurisdiction and as per "3.8 Disposal of Material" of this section.
- .8 In removal of pavements, curbs and gutters:
 - .1 Square up adjacent surfaces to remain in place by saw cutting or other approved method.
 - .2 Protect adjacent joints and load transfer devices.
 - .3 Protect underlying granular materials.

- .9 Remove existing equipment, services, and obstacles where required for refinishing or making good of existing surfaces, and replace as work progresses.
- .10 Demolish concrete walls in small sections. Carefully remove and lower structural framing and other heavy or large objects.
- .11 Dispose of materials not designated for salvage or re-use in work, off site.
- .12 Do not sell or burn materials on site.

3.5 DISPOSAL OF MATERIAL

- .1 Reuse, recycling and salvage of materials and equipment is permitted and encouraged with regulatory requirements. Do not reuse salvaged material in this project unless approved by the Architect.
- .2 Sale of materials shall not take place on or from the site.
- .3 All debris must be disposed off site at an approved disposal facility.
- .4 The contractor will provide a waste disposal plan to the Architect and obtain approval for the disposal plan in writing from the NSDOE, and the Architect prior to commencement of work at the site.

3.6 RESTORATION

- .1 Upon completion of work, remove debris, trim surfaces and leave work sites clean to a condition satisfactory to the Architect.
- .2 Reinstated areas must be considered safe by the Architect.
- .3 Reinstated areas in existing works outside area of demolition to conditions that existed prior to commencement of work.

END OF SECTION

1 General

1.1 GENERAL CONDITIONS

- .1 The General Conditions of the contract as well as provisions of Division 1 at the beginning of these specifications shall be deemed to apply and be a part of this section of the specification.

1.2 WORK INCLUDED

- .1 To complete the addition & renovations as shown or specified and summarized but not restricted to the following:
 - .1 Roof curbs, cants, etc.
 - .2 Fascias, Soffits, etc.
 - .3 Rough carpentry as required to complete the project.

1.3 RELATED WORK

- .1 Gutters, fascias and soffits 07 31 15
- .2 Modified Bitumen Roofing & Flashing 07 55 00

1.4 SOURCE QUALITY CONTROL

- .1 Lumber identification: by grade stamp of an agency certified by Canadian Lumber Standards Accreditation Board.
- .2 Plywood identification: by grade mark in accordance with applicable CSA standards.

2 Products

2.1 LUMBER MATERIAL

- .1 Conformance with minimum lumber grades for specific end uses of the NBC-Latest Edition.
- .2 Moisture content of lumber at time of building in shall not exceed 19%.
- .3 Provide pressure treated lumber and pressure treated plywood for all window and louver blocking, rough bucks, roof curbs, cants and all other exterior blocking.

2.2 PLYWOOD

- .1 Douglas Fir plywood (DFP): to CSA 0121-M1978, standard construction.
- .2 Canadian softwood plywood (CSP): to CSA 0151-M1978, standard construction.

2.3 BLOCKING

- .1 Shall be ¾" plywood unless otherwise noted.

2.4 FASTENERS

- .1 Nails, spikes and staples: to CSA B111-1974. Galvanized.

- .2 Bolts: 1/2" diameter galvanized unless indicated otherwise, complete with nuts and washers.
- .3 Proprietary fasteners: toggle bolts, expansion shields and lag bolts, screws and lead or inorganic fibre plugs, recommended for purpose by manufacturer.
- .4 Galvanizing: to CSA G164-M92, use galvanized fasteners for all work.

2.5 WOOD PRESERVATIVE

- .1 Surface applied wood preservative: coloured, copper naphthenate or 5% pentachlorophenol solution, water repellent preservative to meet specified requirements of CSA 080-1983.

2.6 DAMP PROOF MEMBRANE

- .1 6 mils polyethylene film.

3 Execution

3.1 CONSTRUCTION

- .1 Comply with requirements of NBC (latest Edition), Part 9, supplemented by the following paragraphs.

3.2 ERECTION

- .1 Install members true to line, levels and elevations.
- .2 Construct continuous members from pieces of longest practical length.
- .3 Install spanning members with "crown-edge" up.

3.3 NAILING STRIPS, GROUNDS & ROUGH BUCKS

- .1 Install rough bucks, nailers and linings to rough openings as required to provide backing for frames and other work. Apply felt paper against exterior masonry walls before installation of strapping, framing and/or rough bucks.

3.4 SURFACE-APPLIED WOOD PRESERVATIVE

- .1 Treat all cut surfaces of pressure treated lumber and plywood with wood preservative, before installation.
- .2 Apply preservative by dipping, or by brush to completely saturate and maintain wet film on surface for minimum 3 minute soak on lumber and one minute soak on plywood.
- .3 Re-treat surfaces exposed by cutting, trimming or boring with liberal brush application of preservative before installation.

3.5 DAMPPROOFING

- .1 N/A

3.6 ADJUSTMENT

- .1 Ensure that bolted fasteners are drawn up tightly.

END OF SECTION

1 General

1.1 GENERAL CONDITION

1. The General Conditions of the contract as well as provisions of Division 1 at the beginning of these specifications shall be deemed to apply and be a part of this section of the specification.

1.2 WORK INCLUDED

1. Removal and disposal of existing stone ballast, rigid insulation, plywood and roofing membranes down to existing roof deck to accommodate new roof, in accordance with section 02 41 16 Demolition.
2. Patch and repair of existing deck as required to accommodate new roof.
3. To complete the two ply modified bitumen roofing system including flashings in strict accordance with the manufacturer's instructions, the drawings and specifications, and summarized but not restricted to:
 - .1 Gypsum Board
 - .2 Vapour barrier
 - .3 Insulation
 - .4 Roofing membrane
 - .5 Membrane flashings
 - .6 Metal flashings
4. Removal and replacement of existing soffits and fascias in locations indicated in the drawings, including patch and repair of existing roof.
5. Installation of new fascia and soffits.
6. All other work as called for on the drawings as required to complete the roofing project, including but not restricted to:
 - .1 Caulking as shown on the drawings and as required to complete the work.
Caulking shall be as per Section 07 90 00.
7. As-built drawings, warranties and literature to Architect's approval.

1.3 RELATED WORK

Demolition	Section 02 41 16
Rough Carpentry	Section 06 10 00
Sealants	Section 07 90 00

1.4 ACCEPTABLE MANUFACTURERS

- .1 The following manufacturers of modified bitumen systems will be approved for use on this project, provided they meet the design criteria as specified herein and as shown on the drawings and can meet the I-90 Factory Mutual Underwriters wind requirements and CSA-A123.21:

- .1 Henry Company
- .2 GAF
- .3 IKO
- .4 Soprema
- .5 Tremco
- .6 Siplast

1.5 REFERENCE STANDARDS

- .1 Where CSA, CRCA or CGSB Standards of Specifications are named in this Section, it shall refer to the latest edition.
- .2 CRCA, latest edition.

1.6 QUALITY ASSURANCE

- .1 This roofing system must be applied by a roofing contractor authorized by the roofing manufacturer, and approved by the Architect.
- .2 At least two inspections shall be made by a representative of the roofing manufacturer complete with inspection reports to ascertain the roofing system has been installed in accordance to the specifications and details.
- .2 Upon completion of the installation, an inspection shall be made by a representative of roofing manufacturer to ascertain that the roofing system has been installed according to the applicable specifications and details. Written interm and final inspection reports from the manufacturer shall be made available to the Architect.
- .3 There shall be no deviation made from this specification or the approved shop drawings without prior written approval by the Architect.

1.7 SUBMITTALS

- .1 Submit complete shop drawings. Do not order materials until shop drawings have been reviewed by the Architect.
- .2 Shop drawings shall include:
 - .1 Outline of roof and roof size to scale.

- .2 Location and type of all penetrations.
 - .3 Number of membrane sheets and their respective sizes and proposed joints.
 - .4 Number of flashing rolls by width and length.
 - .5 Insulation type, brand, thickness, and tapers.
 - .6 Layout and size of tapered insulation members.
 - .7 Slope of roof to each roof drain.
 - .8 Roof drains.
 - .9 Warranty type and period.
- .3 Be approved by the roofing manufacturer in writing.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- .1 Deliver materials in original unopened containers labelled with manufacturer's name, brand name, installation instructions, and identification of various items.
- .2 Store materials, between 60° and 80°F. If exposed to lower temperature, restore to 60°F minimum temperature before using.
- .3 Store materials in dry area and protect from water and direct sunlight. Store membrane rolls on end, one pallet high, selvage edge up. Do not store in a leaning position.

1.9 STANDARDS FOR UPLIFT

- .1 The finished roof shall meet or exceed CSA-A123.21 and the Factory Mutual I-90 for standards for uplift as approved in writing by Factory Mutual, as to assembly and materials.

1.10 EXTENDED WARRANTY

- 1. Extended warranties will not extend to existing roofing.
- 2. Submit a warranty of the Work of this Section covering the period for four years beyond the expiration of the performance bond specified in General Conditions.
- 3. Defective work shall include but not be restricted to leaking through the roof or related flashings. Remedial work shall include replacement of work damaged by failure of the roofing.
- 4. In addition to the above, provide a manufacturer's warranty extending the warranty for all roofing materials and labour for a period of nine (9) years beyond the expiration of the Performance Assurance requirements specified in the General Conditions.

5. Replacement shall include, where applicable, removal of all defective roof assembly materials, installation of new roofing assembly in affected area, and repair and making good of displaced and adjacent Work damaged during replacement. Defective work will include, but not be limited to leaking, wind uplift, delamination of roofing material, reduction of thermal value due to moisture in insulation, crazing, or ridging.
6. Extended Warranties shall be non-prorated.

2 Products

2.1 GENERAL

- .1 The components of this roofing system are to be products of the manufacturer's modified bitumen roofing system or accepted by the manufacturer in writing, and approved by the Architect.
- .2 The combined thickness of the base sheet and cap sheet shall be at least 6 mm.

2.2 VAPOUR BARRIER

- .1 Product: Henry RF200 Roof Underlayment with anti-skid surface, min thickness 1mm, adhered with Blueskin Adhesive or approved equal.

2.3 ADHESIVES

- .1 Gypsum Support Panel to roof deck
 - .1 Product: Bakor 830-05 Fire Resistant Roof Adhesive.
- .2 vapour barrier
 - .1 Product: POLYBITUME 570-05 Polymer Modified Sealing Compound.
- .3 Rigid Insulation
 - .1 Product: Thermostik 880-33, non-flammable roof adhesive, by Henry Company or approved equal.
- .4 Gypsum Support panels over insulation
 - .1 Product: Thermostik 880-33 non-flammable roof insulation adhesive by Henry Company or approved equal.
- .5 Base Sheet
 - .1 Product: Bakor 930-38 Self-Adhesive Non Flammable Tack Sheet Adhesive or approved equal.

2.4 INSULATION

- .1 CFC free.
- .2 Extruded polystyrene Type IV or polyisocyanurate.
- .3 Insulation shall be provided in two layers so as to provide staggered joints.
- .4 Thicknesses as indicated in the drawings.

2.5 PRIMERS

- .1 Provide primers for vapour barrier, base sheet and cap sheet membranes as per the manufacturer's instructions.

2.6 GYPSUM SUPPORT PANELS

- .1 Fiberglass Mat Faced Gypsum Roof Board:
 - .1 Thickness: 5/8 inch.
 - .2 Width: 4 feet.
 - .3 Length: 8 feet.
 - .4 Weight: 2.5 lb/sq. ft.
 - .5 Surfacing: Fiberglass mat.
 - .6 Flexural Strength, Parallel (ASTM C473): 100 lbf, minimum.
 - .7 Flute Span (ASTM E661): 8 inches.
 - .8 Permeance (ASTM E96): greater than 32 perms.
 - .9 R-Value (ASTM C518): 0.67.
 - .10 Water Absorption (ASTM C1177): Less than 10 percent of weight.
 - .11 Compressive Strength (Applicable Sections of ASTM C472): 900 pounds per square inch.
 - .12 Surface Water Absorption (ASTM C473): Not more than 2.5 grams.
 - .13 Acceptable Products:
 - .1 DensDeck, by Georgia-Pacific Gypsum or approved equal..

2.7 MEMBRANES

- .1 Base Sheet
 - .1 Reinforcement: non-woven polyester 180 g/m²
 - .2 Elastomeric asphalt: mix of selected bitumen and thermoplastic polymer.
 - .3 Top face covered with a thermofusible plastic film.

- .4 Underface lightly sanded.
- .5 Min. thickness 3mm.
- .6 Acceptable Products:
 - .1 modifiedPLUS NP180 Base Sheet by Henry Company.
- .2 Base Flashing:
 - .1 Have a non-woven polyester reinforcement and thermofusible elastomeric asphalt. Both sides shall be protected by a thermofusible plastic film. This membrane is to be applied by torching only.
 - .2 Reinforcement: non-woven polyester, 180 g/m².
 - .3 Thermofusible elastomeric asphalt: mix of selected bitumen and SBS thermoplastic polymer.
 - .4 Minimum thickness: 3 mm.
- .3 Cap Sheet and cap sheet flashing.
 - .1 Shall have a non-woven polyester reinforcement and thermofusible elastomeric asphalt. The top side shall be self-protected with coloured granules. The underside shall be protected by a thermofusible film. This membrane is to be applied by torching only.
 - .2 Reinforcement: 250 g/m² of non-woven polyester.
 - .3 Elastomeric asphalt: mix of selected bitumen and SBS thermoplastic polymer.
 - .4 Minimum thickness 3.8 mm. Note: combined thickness of base sheet and cap sheet must be a minimum of 6mm.
 - .5 Top face protection: ceramic granules, colour from Manufacturer's standard selection.
 - .6 Expansion joint membrane:
 - .1 Elastomeric modified bitumen waterproofing membrane.
 - .2 Reinforcing: polyester tissue.
 - .3 Surfaced with thermoplastic foil and a protective silicon paper.
 - .4 Minimum thickness 3.8 mm.
 - .5 Minimum width 18".

- .5 Provide purpose made gussets, etc. as recommended by the manufacturer and as shown on the drawings, all to Architect's approval.
- .6 Provide all other membrane fittings, termination bars, etc. as required to complete the project.
- .7 Product: modiedPLUS NP250gT4 Cap Sheet by Henry Company

2.8 FLASHING AND TRIM MATERIALS

- .1 As detailed on the drawings and to the following specifications:
 - .1 Exposed flashing shall be 24 ga steel with western lock and concealed fastenings, maximum length to be 8'-0".
 - .1 Colour to be selected by Architect from full range of colours.
 - .2 Flashing not exposed to view to be 0.32" embossed aluminum
 - .3 See drawings for other specific flashing types.

2.9 SLIP SHEET

- .1 6mil polyethylene sheet.

2.10 ACCESSORIES

- .1 Provide all other accessories, termination bars, etc. as required to complete the project.

2.11 CAULKING

- .1 Caulking to be elastomeric or approved equal.

3 Execution

3.1 GENERAL

- .1 All work in this strict accordance with the manufacturer's instructions, the drawings and specifications to Architect's approval.

3.2 SUBSTRATE PREPARATION

- .1 Before any membrane is laid, install all roof hoppers, sleeves, anchors and other items to be secured to or pass through the roof.
- .2 Repair any substrate joints, cracks, or any substrate to wall junctions and any other substrate to penetration gaps, which are greater than 1/4" with pourable sealer. Take measures necessary to contain the pourable sealer.
- .3 Substrate surfaces shall be dry and clear of any foreign materials.

3.3 EQUIPMENT

- .1 Maintain all equipment and tools in good working order.
- .2 Use torch types recommended by the manufacturer of the elastomeric asphalt membranes.

3.4 GYPSUM SUPPORT PANELS

- .1 Adhere with roof adhesive as recommended by roof system and/or adhesive manufacturer and as required by FM or UL guidelines for wind uplift resistance.

3.5 VAPOUR BARRIER

- .1 Apply primer by roller or spray to all surfaces as required by manufacturer and allow to cure dry prior to applying membrane.
- .2 Apply adhesive in strict accordance with manufacturers instructions and as required to achieve I-90 uplift resistance.
- .3 Apply membrane complete and continuous to prepared and primed substrate in an overlapping shingle fashion and in accordance with manufacturer's written instructions. Stagger all vertical joints. Unroll and align air/vapour barrier centered at edge or low point of roof.
- .4 Align and position membrane, remove protective film and press firmly into place. Ensure minimum 50 mm overlap at all end and side laps. Promptly roll all laps and membrane with a counter top roller to effect the seal.
- .5 Extend membrane to form a continuous watertight membrane across the roof deck, upturn at parapets and curbs, tie-into mechanical penetrations, stack vents and roof drains.
- .6 Seal all punctures and penetrations with liquid air vapour barrier mastic prior to installing insulating materials.
- .7 Extend air/vapour at parapets and under insulated raised curb details to tie-into cavity wall air/vapour barrier membrane system.
- .8 Where insulation terminates at curb or parapet details, extend air/vapour barrier up vertical surfaces.

3.6 INSULATION

- .1 Adhere insulation to vapour barrier with adhesive in sufficient quantity to achieve FM-I-90 for uplift and meet CSA-A123.21.

- .2 Insulation thickness to be as specified in 2.3:
 - .1 Install insulation in two layers with staggered joints.
 - .2 Use tapered insulation if required to connect with adjacent roofs.
 - .3 Adhere subsequent layers of insulation utilizing adhesive in sufficient quantity to achieve FM-I-90 uplift and meet CSA-A123.21.
 - .1 Immediately after setting the insulation into the adhesive, weigh down each block of insulation with four 5 gallon buckets of ballast until the adhesive as achieved a full set.

3.7 BASE SHEET

- .1 Base sheet membrane shall be unrolled dry on gypsum support panels to alignment. Each strip shall have 3" side laps and 6" end laps.
- .2 Apply adhesive in strict accordance with manufacturers instructions and as required to achieve I-90 uplift resistance.
- .3 Base sheet turn-ups on vertical surfaces to be as shown on the drawings, or at least 4" above the top of the cant.
- .4 All laps etc., as per details attached.

3.8 BASE FLASHING

- .1 Primer coating must be dry before application of the base sheet stripping.
- .2 Provide membrane gussets, etc., as shown on the drawings.
- .3 Base flashing shall be laid in strips one meter wide to the vertical surfaces, extending on to the flat surface of the roof a minimum of 4". Side laps shall be 3" and shall be staggered a minimum of 4" with the laps of the base sheet.
- .4 Base flashing shall be torch welded directly on its support from bottom to top. Torch welding shall soften the underside of the base sheet without overheating, resulting in a uniform adhesion over the entire surface. When allowed by the support, the base sheet top edge shall be nailed on 12" centres.
- .5 Flashing Penetration:
 - .1 Flash all penetrations (pipes, round supports, soil stacks, cold vents, fall arrest anchors. etc.) passing through the membrane, as detailed on the drawings or as per Architect's instructions on the absence of details.

- .2 The flashing seal must be made directly to the penetration passing through the membrane system.
- .3 Roof Drains:
 - .1 Provide a smooth finish on the clean mating surfaces between the clamping ring and the drain base.
 - .2 Taper insulation around drain to provide a smooth transition from roof surface to drain clamping ring.
 - .3 The seal between the membrane and the drain base shall be provided by a modified bitumen mastic under constant, even compression as shown in the Manufacturer's standard details.
 - .4 Follow drain manufacturer's recommended installation procedure.
- 6. All laps etc., as per details attached.

3.9 CAP SHEET

- .1 Install cap sheet once the base sheet and base flashing have been applied and does not show any defects.
- .2 Cap sheet shall be unrolled starting from the low point of the roof. Cap sheet shall be re-rolled from both ends prior to torching. Care must be taken to ensure alignment of the first roll (parallel with the edge of the roof).
- .3 Cap sheet shall be torch welded on to the base sheet membrane. During this application, both surfaces shall be simultaneously melted, forming an asphalt bead that shall be pushed out in front of the cap sheet.
- .4 Base sheet and cap sheet seams shall be staggered a minimum of 300 mm.
- .5 Cap sheet shall have side laps of 75 mm and end laps 150 mm. Surface granules on end laps must be embedded prior to installation of following sheet.
- .6 Extend cap sheet up all vertical surfaces, a minimum of 6" above the top of the cant.
- .7 After installation of the cap sheet, check all lap seams on the cap sheet.
- .8 Care should be taken to avoid excessive asphalt seepage.
- .9 Embed granules on all side and end laps to achieve a uniform appearance over the entire roof.

- .10 Apply a second layer of cap sheet where indicated on the drawings, to achieve a wearing surface on the maintenance walkways.
- .11 All laps etc., as per details attached.

3.10 APPLICATION OF METAL FLASHINGS

- .1 Flashings shall be as detailed, with "West Coast" or "S" lock to provide for expansion, and with clip strips.
- .2 Flashing shall meet CRCA Specs as noted or required.
- .3 Sheet metal work and metal counter flashing shall be as detailed and to CRCA Standard Details FL-500, FL-600 series as applicable.
- .4 Membrane flashing shall be covered with metal counter flashing as shown on the drawings.
- .5 Metal flashings shall have concealed fasteners wherever possible. Exposed fasteners shall be compatible type screws c/w watertight gaskets to the approval of the Architect, including location of fasteners.
- .6 Exposed edges of all sheet metal work shall be doubled back ½" in such a manner as to conceal them from view and to provide stiffeners.
- .7 All metal joints and reglets, cap flashings shall be caulked to the approval of the Architect by the Contractor. All reglets shall be ¾" deep. Secure metal in reglets with lead wool. Bend metal to permit wedging into reglets.
- .8 This Trade Contractor shall caulk the perimeter joint between the exterior wall and the roofing flashing.

END OF SECTION

1 General

1.1 GENERAL CONDITIONS

- .1 The General Conditions of the contract as well as provisions of Division 1 at the beginning of these specifications shall be deemed to apply and be a part of this section of the specification.

1.2 WORK INCLUDED

- .1 To complete joint sealants as shown or specified and summarized but not restricted to the following:
 - .1 Caulking of exterior building components
 - .2 Exposed joints, between dissimilar materials and not concealed from view.
 - .3 Miscellaneous construction joints.

1.3 ENVIRONMENTAL CONDITIONS

- .1 Sealant and substrate materials to be minimum 5°C.
- .2 Should it become necessary to apply sealants below 5°C, consult sealant manufacturer and follow their recommendation.

2 Products

2.1 MATERIALS

- .1 Primers: Type recommended by sealant manufacturer.
- .2 Joint fillers:
 - .1 General: compatible with primers and sealants, outsized 30 to 50%.
 - .2 Polyethylene, urethane, neoprene or vinyl: extruded closed cell foam, Shore A hardness 20, tensile strength 140 to 200 kPa.
- .3 Bond breaker: pressure sensitive plastic tape, which will not bond to sealants.
- .4 Void filler: loose glass fibre.
- .5 Sealants:
 - .1 Colour of sealants will be selected from manufacturer's standard range by Architect.
 - .2 Acrylic solvent release, one part sealant: to meet specified requirements of CGSB 19-GP-5M.

- .3 Silicone sealant: one part, mildew resistant to meet specified requirements of CGSB 19-GP-9M2.
- .4 Two part polyepoxide sealant: to meet specified requirements of CGSB 19-GP-24M. "Dymeric" by Tremco Manufacturing Limited.
- .6 Joint cleaner: xylol, methylethyleketon or non-corrosive type recommended by sealant manufacturer and compatible with joint forming materials.

3 Execution

3.1 PREPARATION

- .1 Remove dust, paint, loose mortar and other foreign matter. Dry joint surfaces.
- .2 Remove rust, mill scale and coatings from ferrous metals by wire brush, grinding or sandblasting.
- .3 Remove oil, grease and other coatings from non-ferrous metals with joint cleaner.
- .4 Prepare concrete, glazed and vitreous surfaces to sealant manufacturer's instructions.
- .5 Examine joint sizes and correct to achieve depth ratio 1/2 of joint width with minimum width and depth of 1/4", maximum width 1".
- .6 Install joint filler to achieve correct joint depth.
- .7 Where necessary to prevent staining, mask adjacent surfaces prior to priming and caulking.
- .8 Apply bond breaker tape where required to manufacturer's instructions.
- .9 Prime sides of joints in accordance with sealant manufacturer's instructions immediately prior to caulking.

3.2 APPLICATION

- .1 Apply sealants, primers, joint fillers, bond breakers to manufacturer's instructions. Apply sealant using gun with proper size nozzle. Use sufficient pressure to fill voids and joints solid. Superficial pointing with skin bead is not acceptable.
- .2 Form surface of sealant with full bead, smooth, free from ridges, wrinkles, sags, air pockets, embedded impurities. Neatly tool surface to a slight concave joint.

- .3 Apply sealant to joints between windows or door frames, to adjacent building components, around perimeter of every external opening, to control joints in masonry walls, concrete walls , concrete floor joints, between water closets and floor, and where indicated.
- .4 Caulk joints in site painted materials after adjacent surfaces have been painted.
- .5 Apply two part polyepoxide sealant at all locations except where another is specified.

3.3 CLEANING

- .1 Clean adjacent surfaces immediately and leave work neat and clean. Remove excess sealant and droppings using recommended cleaners as work progresses. Remove masking after tooling of joints.

END OF SECTION



Halifax

Regional Centre for Education

FINAL
Asbestos
Management Program
HRCE Facilities

Prepared for:

**Halifax Regional Centre for
Education**

33 Spectacle Lake Drive
Dartmouth, Nova Scotia B3B 1W8

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Pinchin Contacts

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Approved Abatement Contractors

Company	Contact Name	Phone	Email
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APPENDICES

GLOSSARY

APPENDIX A	Letter of Notification to Tenants Regarding Asbestos in Premises
APPENDIX B	Contractor Notification and Acknowledgement Form
APPENDIX C	Response to Disturbance of Asbestos
APPENDIX D	Asbestos Project Work Record
APPENDIX E	Reassessment of ACM
APPENDIX F	Classifications of Abatement Work
APPENDIX G	Site Specific Report(s)
APPENDIX H	Site Specific Contacts



1.0 INTRODUCTION

Halifax Regional Centre for Education (HRCE) is committed to protect the health and safety of workers and occupants. This Asbestos Management Program (AMP) has been developed to meet responsibilities as an employer, and as a building owner to manage operational issues respecting asbestos and to maintain compliance with applicable regulations for disturbance of asbestos-containing materials (ACM) during demolition, renovation, alteration, maintenance, repair or other activities.

2.0 SCOPE

The AMP provides information and procedures for Asbestos Management of all HRCE owned or occupied facilities in Nova Scotia.

The AMP applies to all HRCE staff as well as all service providers and contractors performing work in HRCE facilities.

The AMP outlines requirements for HRCE personnel involved in acquisition of property which may contain ACM. It applies to all categories of property with the exception of vacant lands. If HRCE decides to lease property in the future ACM should be considered when developing their lease agreement and this AMP should be amended to address leased properties occupied by the HRCE.

The AMP is a management system to control the disturbance of ACM during demolition, renovation, alteration, maintenance, repair or other activities.

The AMP incorporates the following elements:

- Asbestos Assessments and Reassessments.
- Regulatory Requirements and HRCE Policies.
- Roles and Responsibilities.
- Notifications.
- Training Requirements.
- Emergency Reaction and Procedures.
- Record Keeping.
- Contractor Requirements.

3.0 OBJECTIVE

The AMP is a management system primarily intended to identify ACM and control disturbance of ACM by using proper procedures during demolition, renovation, alteration, maintenance, repair or other activities. The objective in preparing and instituting this AMP is to ensure that known or suspected ACM is managed



so that maintenance staff, construction workers and occupants are safeguarded in accordance with applicable regulations.

4.0 BACKGROUND INFORMATION AND HEALTH EFFECTS

The following is a very brief summary of the hazards and health effects from asbestos exposure:

- Occupational exposure to asbestos can cause fatal lung disease.
- Asbestos must become airborne and be inhaled to be hazardous. A physical disturbance or direct contact with ACM is required to cause it to become airborne. The mere presence of asbestos is not hazardous.
- Asbestos may remain in buildings so long as it is in good condition and undisturbed. No Provincial or Federal Regulations require the removal of ACM as long as it is enclosed, encapsulated or managed appropriately and removed prior to building demolition.

5.0 REGULATORY REQUIREMENTS AND HRCE POLICIES

5.1 Regulatory Requirements

This AMP was implemented in response to the following legislation in effect as of August 28, 2023.

All building operations, whether performed by HRCE, or service providers, shall adhere to the requirements outlined in this document and all applicable regulations, guidance documents and acceptable professional standards.

The following regulations and guidelines were in place at the time this AMP was prepared:

1. Occupational Health and Safety Act, N.S. Reg. 52/2013.
2. A Guide to Removal of Friable Asbestos-Containing Material.
3. A Guide to Assessment and Management of Asbestos in the Workplace.
4. Asbestos Waste Management Regulations, N.S. Reg. 53/95

6.0 HRCE POLICIES RELATED TO ASBESTOS

HRCE has established the following policies related to asbestos independent of applicable regulations:

- HRCE may opt for removal of ACM with minor damage as opposed to repair or encapsulation when cost-effective unless removal is not practicable. ACM with major damage must be removed.
- At existing leased properties where HRCE is a tenant, when ACM is discovered during any improvement, addition, renovation, demolition, maintenance, repair of any kind, or at



any other time, the Owner (Landlord) shall promptly remove the ACM from the leased premises, if possible within the existing lease agreement.

- HRCE may perform Low Risk asbestos operations, where appropriately trained to perform the work.
- All Moderate and High asbestos operations must be undertaken by an Asbestos Abatement Contractor. Asbestos Abatement Contractors may also perform Low Risk asbestos operations.

7.0 ASBESTOS-CONTAINING MATERIALS AT HRCE FACILITIES

Refer to the individual Asbestos Assessment or subsequent Asbestos Reassessment Reports prepared for the Facility, provided in Appendix G. In some cases, Hazardous Materials Assessment or Designated Substance Survey Reports have been prepared and these reports include information regarding asbestos and other hazardous materials (e.g. lead, mercury, silica, and PCBs).

All assessment reports or subsequent Asbestos Reassessment Reports have been, or will be, prepared to comply with applicable asbestos regulations and this AMP.

Asbestos Assessment Reports are key components of this AMP, as the reports define the locations of ACM and Presumed ACM (PACM) present in the facility, the condition of ACM, the friability, the type of asbestos and the approximate quantity.

7.1 Asbestos Assessments

Refer to the Asbestos Assessment or Hazardous Building Materials Assessment Report in Appendix G for further information on the methodology of the assessment(s) completed for the Facility.

HRCE will engage a Consultant to perform asbestos assessments for all facilities. The report is to be completed following a methodology compliant with applicable regulations and acceptable professional standards. The report must comment on the condition of the ACM, include recommendations for remedial action, and is to include the risk classification for any abatement required.

In facilities which are leased, copies of the initial asbestos assessment, and any subsequent reassessments, shall be provided by the Owner to HRCE, and maintained on Site, or HRCE will have an asbestos assessment report prepared and complete subsequent reassessments, limited to the leased space.

7.2 Reassessment of ACM

All ACM and PACM identified in the Facilities will be inspected at reasonable intervals, and at minimum annually, a reassessment of all ACM and PACM will be completed with written documentation.



The reassessment of ACM and PACM will be completed by a Consultant (Qualified Person) or HRCE staff, using the form provided in Appendix E.

7.2.1 Reassessment in Unassessed Areas

Where assessments have been completed in only a portion of schools, all non-sampled materials (including but not limited to ceiling tiles, vinyl floor tiles, vinyl sheet floor, etc.) are to be presumed to contain asbestos, and reassessed during their yearly inspection of the suites.

When feasible, arrangements should be made to access previously unassessed areas during the annual reassessments. If during any annual or other inspections, materials not previously sampled are found to be damaged (spalling finishes, debris, etc.), samples are to be collected and the material is to be identified as asbestos or non-asbestos. Remedial action and removal procedures are to be decided accordingly if the materials are found to contain asbestos.

7.3 Distribution of Assessment and Reassessment Reports

HRCE will ensure that each assessment and reassessment report is distributed or accessible to the following:

- HRCE JOHSC and/or Occupational Health and Safety Representative (OHS Representative).
- A hard copy will be sent to each facility. Electronic copies will be made available.
- Building Operators, Maintenance Personnel, Janitorial Staff.
- Project Managers or Construction Managers planning or performing work in a HRCE Building.
- Outside contractors that could potentially disturb ACM through their work.

8.0 PRE-CONSTRUCTION HAZARDOUS BUILDING MATERIALS ASSESSMENT

Prior to the commencement of any work that requires renovation, construction or demolition, the Facility or specific areas of the Facility to be impacted by the work shall be assessed for ACM, as well as other hazardous building materials (e.g. lead, mercury, silica, and PCBs), (the “**Pre-Construction Hazardous Building Materials Assessment**”).

The Pre-Construction Hazardous Building Materials Assessment must be performed by a Consultant and include destructive or intrusive testing of enclosed areas.

Sampling may include the following:



- Prior to disturbance of materials presumed to contain asbestos listed in the assessment reports, collect samples of materials that were not previously sampled/identified (refer to Asbestos Assessment Report or Hazardous Materials Report).
- Unidentified suspect materials that were not sampled during the initial survey, but which may be present located within enclosed areas such as pipe/duct insulations in ceiling spaces, chases or shafts. If such areas will be affected by the work, entry to these areas and sampling of suspect materials shall be performed.
- Assessment of existing visible floor, wall and ceiling finishes to assess and sample concealed finishes (e.g., vinyl flooring under carpet or other vinyl flooring, drywall over plaster, etc.)
- Other hazardous building materials shall be sampled and analyzed or identified prior to disturbance as required by provincial regulatory requirements. Other hazardous building materials may include lead, mercury, silica, polychlorinated biphenyls, mould, etc.

Upon receiving the Pre-Construction Hazardous Building Materials Assessment report, if asbestos and/or other hazardous building materials are present in the area, specifications (large scale projects) or a scope of work (small scale projects) for removal shall be prepared, provided, and reviewed by the Constructor or contractor prior to any renovation, construction, or demolition work.

HRCE will employ an Abatement Contractor to perform abatement of other hazardous materials and/or ACM that may be disturbed by construction, renovation, or demolition work using appropriate regulated procedures.

9.0 REMEDIAL WORK – DAMAGED MATERIALS

Where damage is observed, HRCE will refer to the existing Asbestos or Hazardous Building Materials Assessment or subsequent Asbestos Reassessment Reports (as required) to determine if the damaged materials are ACM or PACM.

Where damaged suspected asbestos-containing materials are not included in the existing Asbestos or Hazardous Building Materials Assessment Report(s), an assessment and/or sampling of these damaged materials must be conducted prior to repair of damage, unless materials are treated as ACM, and appropriate asbestos operations are followed.

If damaged materials contain asbestos and the regulated abatement procedure to be used is not detailed in the recommendations section of the existing Asbestos or Hazardous Building Assessment Materials report, HRCE will contact a Consultant to determine applicable asbestos abatement procedures and to develop a scope of work and performance specifications, as required.



HRCE will employ an Abatement Contractor to perform the remedial work required (removal of damaged ACM) and a Consultant to perform inspection and air monitoring as soon as practicable upon receiving the report/notice of damage.

10.0 NOTIFICATION

10.1 Notification to Occupants

HRCE will inform the JOSHC of any planned sampling, assessment or abatement work that is to be conducted within the applicable HRCE building(s) to ensure that all aspects of committee involvement are complied with.

Tenants must be notified of ACM in their leased space and in common areas of the building that they have access to and may disturb the ACM.

HRCE will notify all new tenants of the presence of ACM in the space they are occupying. Notification is to be completed prior to occupancy via the tenant lease agreement.

Upon institution of this AMP, and upon completion of asbestos assessments in a recently assessed or recently purchased property, where tenants have not been notified via their lease agreement, HRCE will notify occupants of the presence of asbestos in the space they are occupying.

10.2 Notification of Contractors

Contractors that perform work which may disturb ACM within the Facility must be notified of the presence of asbestos (by providing the Asbestos or Hazardous Building Materials Assessment Report). Notification will be sent to these parties prior to project or maintenance work (e.g. janitorial, telephone, cable, etc.).

Contractors are to inform all sub-trades of the presence of all ACM or PACM identified in the work area and include this information in their respective contract agreement.

If suspect ACM not identified in the contract agreement is discovered during the course of the work, the Contractors are to stop all work which might disturb the suspect ACM and notify the appropriate HRCE personnel (i.e. Property Manager and/or Project Manager as applicable) or Constructor, as the case may be.

Prior to performing work, contractors must complete and return the Contractors Notification Package (Appendix B) and HRCE will maintain acknowledgement forms from these packages.

10.3 Notification of Maintenance Personnel

HRCE will inform their own staff that will perform janitorial work, maintenance work or project work of the presence of asbestos in the Facility in which they are working. This will be completed by providing access



to the AMP and the most recent Asbestos Assessment or Hazardous Building Materials Assessment Report and training.

10.4 Notification of Project Managers, Architects and Engineers

HRCE will inform their project managers, architects and engineers of the presence of asbestos in the facility in which they are arranging for or planning work. This will be completed by providing access to the AMP, and the most recent Asbestos Assessment or Hazardous Building Materials Assessment Report.

10.5 Notification of Authorities Having Jurisdiction

Regulations in place at the time of this AMP development do not require notifications regarding asbestos-containing materials, except for:

- A major release of a hazardous substance (per Section 63 of the Occupational Health and Safety Act).

11.0 TRAINING REQUIREMENTS

HRCE will employ a Consultant to ensure staff have received appropriate training.

HRCE employees which will not undertake asbestos abatement work or will not disturb asbestos may be provided training including the following:

- Health effects of asbestos exposure.
- Overview of the existence of applicable regulations and risk classification.
- Identification of common types of ACM (so as to not disturb them).
- Understanding a typical asbestos survey report.
- Their responsibilities under the policies in this AMP and Regulations.

HRCE employees will undertake asbestos abatement work shall receive training including the following:

- Health effects of asbestos exposure.
- Applicable regulations and risk classification.
- Identification of common types of ACM.
- Asbestos Work Procedures limited to Low Risk Operations.
- Understanding a typical asbestos survey report.
- Their responsibilities under the policies in this AMP and Regulations.

HRCE will maintain a record of training of their employees.



HRCE requires all service providers, contractors, etc. to provide appropriate training to all workers who perform work in HRCE Facilities which will, or potentially may, disturb ACM.

12.0 RESPONSE TO DISTURBANCE OF ASBESTOS, PROCEDURES AND CONTACTS

HRCE staff and contractors may encounter fallen material that is suspected confirmed to contain asbestos or uncover a material that was previously unidentified and is suspected to contain asbestos. HRCE staff and contractors shall follow the protocol “Response to Disturbance of Asbestos” in Appendix C.

13.0 CLASSIFICATION OF ABATEMENT WORK

Refer to Appendix F for the classification of asbestos work.

14.0 INSPECTION AND AIR MONITORING OF ASBESTOS WORK

14.1 Visual Inspection

The primary method of ensuring compliance when conducting asbestos removal or abatement work is visual inspection of the site and work practices by a Competent Worker or Asbestos Consultant.

14.2 Air Monitoring During Asbestos Work

Per the “Asbestos in the Workplace: A Guide to the Removal of Friable Asbestos Containing Material” dated November 21, 2013:

- During the removal of friable asbestos-containing materials, where a Glove Bag is not used, and the air from the enclosure is exhausted inside the building, daily air sampling is required outside the enclosure.
- At the completion of removal of friable asbestos-containing materials, clearance air sampling must be performed prior to dismantling of the site isolation and engineering controls.

Air sampling above the regulatory requirements may be performed, as identified in the following sections.

Air monitoring and analysis during asbestos removal or abatement will be performed using Phase Contrast Microscopy (PCM) following the NIOSH 7400 method. PCM air samples must be submitted for analysis to a laboratory participating in a recognized quality control program such as the AIHA Asbestos Analysts Testing (AAT) Program or the Quality Control Program of the IRSST (the Institut de recherche Robert-Sauvé en santé et en sécurité du travail).



The PCM method does not characterize the types of fibres present. In cases where elevated fibre concentrations are identified, or the actual asbestos concentration is required, Transmission Electron Microscopy following the NIOSH 7402 method may be used.

The acceptable limit for PCM samples is as follows:

- as low as reasonably achievable (ALARA) outside the work area, and/or 0.01 fibres/cubic centimetre (f/cc).
- 0.01 f/cc for clearance air sampling.

Where TEM analysis is performed, the acceptable limits would be 0.01 asbestos fibres/cubic centimeter.

14.3 Low Risk – Inspection and Air Monitoring

14.3.1 Inspection

The Project Manager, an assigned Competent Worker, or an Abatement Consultant, will inspect the work upon completion of work to ensure all ACM has been removed and the area adequately cleaned of dust and debris.

14.3.2 Air Monitoring

Air monitoring is not required; however, projects may be evaluated on a case by case basis, and air sampling performed where desired.

14.4 Moderate Risk and Glove Bag – Inspection and Air Monitoring

14.4.1 Inspection

An Abatement Consultant will perform daily inspections throughout the abatement, and inspect the work upon completion of work to ensure all ACM has been removed and the area adequate cleaned of visible dust and debris. Upon completion of inspection and air monitoring (if required) by the Abatement Consultant, the site isolation may be dismantled.

The Project Manager or an assigned Competent Worker may inspect for final cleanliness after the site isolation has been dismantled.

14.4.2 Air Monitoring

PCM air monitoring will be conducted daily and at completion of abatement. Air monitoring will be conducted in occupied areas adjacent to the Asbestos Work Area or Glove Bag Work Area during contaminated work.



PCM air monitoring will be used for air clearance within the Asbestos Work Areas prior to re-occupancy. Where enclosures have been constructed to define the Asbestos Work Area, aggressive clearance air sampling will be performed.

14.5 High Risk – Inspection and Air Monitoring

14.5.1 Inspection

An Abatement Consultant will perform daily inspections throughout the abatement, and inspect the work upon completion of work to ensure all ACM has been removed and the area adequately cleaned of visible dust and debris. Upon completion of inspection and air monitoring by the Consultant, the site isolation may be dismantled.

The Project Manager or an assigned Competent Worker may inspect for final cleanliness after the site isolation has been dismantled.

14.5.2 Air Monitoring

PCM air monitoring will be conducted on a daily basis.

Air monitoring will be conducted at the perimeter of the Asbestos Work Area (in occupied areas adjacent to the Work Area) to ensure no leakage from the enclosure.

Aggressive clearance air monitoring must be performed within the Asbestos Work Areas. Where PCM samples fail to meet the 0.01 f/cc criteria:

- Contractors may be requested to reclean the Asbestos Work Areas, or;
- Transmission Electron Microscopy (TEM) may be used.

Once the clearance air testing is satisfactory:

- a. The site isolation and engineered controls may be removed.
- b. A copy of the air sample report is to be:
 - a. provided and maintained on site by the Contractor, when abatement work is part of a project;
 - b. provided to the Owner, and a copy is kept on file;
 - c. provided to the JOHSC or the OHS representative, if any, for the workplace and for the building



15.0 RECORD KEEPING AND DOCUMENTATION RETENTION

HRCE will keep the following records:

- Asbestos and / or Hazardous Building Materials Assessment Reports.
- Reassessment Reports.
- Tenant Notification Letters and dates posted or transmitted.
- Contractor Notification Packages and Acknowledgement Forms.
- Asbestos Project Work Records.
- Consultant Asbestos Abatement Completion Reports (including Daily Inspection and Air Monitoring Reports).
- Bulk sample analytical results from any sampling.
- Emergency response project records.

16.0 CONSULTANT QUALIFICATIONS

Consultants employed by HRCE for asbestos work are to meet the following minimum requirements:

- Display competency in asbestos and hazardous materials consulting
- Maintain a health and safety management system that meets provincial standards.
- Maintain a Comprehensive General Liability Policy, with a minimum of \$5,000,000 in coverage.
- Maintain an Errors and Omissions Policy, with a minimum of \$5,000,000.
- Maintain an Automobile or Fleet Policy, and Non-Owned Automobile Policy with a minimum of \$2,000,000 in coverage.
- Maintain valid provincial worker's compensation coverage
- Accredited to analyze PCM air samples or use an accredited laboratory.

17.0 ASBESTOS ABATEMENT CONTRACTOR QUALIFICATIONS

Contractors employed by HRCE are to meet the following minimum requirements:

- Maintain a Comprehensive General Liability Policy, provided on an "occurrence" basis, for a minimum of \$5,000,000 in coverage.
- Maintain an Asbestos Liability or Contractors Pollution Liability Policy, provided on an "occurrence" basis, with a minimum of \$5,000,000 in coverage.



- Maintain an Automobile or Fleet Policy, and Non-owned Automobile Policy with a minimum of \$2,000,000 in coverage.
- Maintain valid provincial worker's compensation coverage.
- All supervisors and workers performing abatement work are to be trained in the procedures being used, health effects or asbestos, applicable personal hygiene procedures, personal protection equipment used and respirator care.
- All workers are to be fit tested for respirators.
- Maintain a health and safety management system that meets provincial standards.

18.0 MAINTENANCE AND JANITORIAL WORK

HRCE personnel and contracted janitorial staff will not:

- Sweep/vacuum in areas of damaged ACM.
- Sweep/vacuum/remove ACM debris.
- Disturb ACM.
- Remove ACM.

HRCE will employ an Abatement Contractor to perform these tasks, where required.

Alternately, HRCE will employ the appropriately trained trade contractor if there is other work to be completed that will disturb ACM (e.g. installing electrical equipment through an asbestos-containing plaster wall).

19.0 MAINTENANCE OF THE AMP

This AMP is to be re-evaluated, and possibly revised, each time there is a substantial change to the any provincial regulation, or policy change. This AMP must be reviewed at least annually and updated as necessary.

20.0 ROLES AND RESPONSIBILITIES

This section defines the roles and responsibilities of HRCE personnel instituting this AMP and provide effective management of ACM at their facilities.

The AMP Facilitator has the primary responsibility to administer the AMP and ensure it is instituted and effective.

The following table summarizes the responsibilities of HRCE personnel:



Reference No.	Responsibility/Task	AMP Section Reference	AMP Facilitator	Facility Manager	Project Team	Client Staff	Consultant
1	Maintenance of the AMP	19.0	X				
2	Employ a Consultant to prepare Asbestos Assessment Reports for any facility where one is not available/prepared	7.1	X	X			
3	Employ a Consultant to prepare Asbestos Assessment Reports in newly purchased facilities	7.1	X	X			
4	Employ a Consultant to reassess facilities where ACM has been confirmed	7.2	X	X			
5	Distribute Asbestos Assessment and Reassessment Reports	7.3	X				
6	Upon receiving assessment and reassessment reports, employ a contractor to perform remedial abatement work to remove damaged ACM. Use applicable provincial procedures	9.0	X	X			
7	As required, prior to performing asbestos work, engage a Consultant to perform inspection and air monitoring	14.0	X	X	X		
8	Ensure that an intrusive pre-construction assessment for ACM is performed prior to any renovation, alteration or demolition	8.0		X	X		X
9	Conduct bulk sampling of suspect materials that have not been sampled or presume the materials to be an ACM	8.0		X	X		X
10	Employ a Consultant (as applicable) to prepare a scope of work prior to large scale abatement as part of construction, renovation or demolition.	9.0		X	X		
11	Provide existing occupants at the outset of this AMP, or occupants in newly purchased facilities, a letter notifying the lessee of ACM within their space, and instruction not to disturb the ACM.	10.1	X	X			



Reference No.	Responsibility/Task	AMP Section Reference	AMP Facilitator	Facility Manager	Project Team	Client Staff	Consultant
12	Ensure all Project Managers, Architects, Engineers and others arranging for, or planning, work in the Facility are provided with the most current asbestos (re)assessment report.	10.4	X	X	X	X	
13	Provide contractors working in HRCE facilities the most current asbestos information and notification via the Contractor Information Package	10.2		X	X	X	
14	Employ a Consultant to train HRCE personnel	11.0	X				
15	Response to an uncontrolled spill or disturbance of asbestos following emergency procedures in Appendix C	12.0	X	X	X	X	
16	Keep all records as required by this program (excepting contractor package acknowledgement)	15.0	X				
17	Keep records of contractor package acknowledgement for each project (contractors to submit via email and keep record)	15.0	X	X	X		
18	Ensure Consultants meet the required qualifications	16.0	X	X	X		
19	Ensure contractors meet the required qualifications	17.0		X	X		X
20	Ensure maintenance and janitorial work is performed so that it does not disturb ACM and unnecessary disturbance of ACM is avoided	18.0				X	
21	Report any unplanned disturbance to ACM or damage to ACM	12.0	X	X	X	X	

GLOSSARY

Amended Water	Water with wetting agent added for purpose of reducing surface tension to allow thorough wetting of ACM.
Asbestos-Containing Material(s) (ACM)	Material identified by an appropriate laboratory analytical method (e.g. EPA 600/R-93/116, NIOSH 9000, or NIOSH 9002) to contain at least 0.5% of any type of asbestos, and vermiculite that is identified to contain any amount of asbestos using EPA method 600/R-04/004 if other analytical methods do not identify the presence of asbestos.
Asbestos	Any and all types of asbestos (generally considered as Actinolite; Amosite; Anthophyllite; Chrysotile; Crocidolite; Tremolite, and Libby Amphibole).
Asbestos Work Area	Area where work is being performed which will or may disturb ACM including overspray and fallen material or settled dust that may contain asbestos.
Competent Worker	In relation to specific work, means a worker who, <ul style="list-style-type: none"> • qualified because of that person's knowledge, training and experience to do the assigned work in a manner that will ensure the health and safety of every person in the workplace; and • knowledgeable about the provisions of the Occupational Health and Safety Act and regulations that apply to the assigned work, and the potential or actual danger to health or safety associated with the assigned work.
Encapsulation	The application of a liquid sealant to asbestos-containing materials; the sealant may penetrate and harden the material (penetrants) or cover the surface with a protective coating (bridging sealants). Also called encasement. This is generally not advisable.
Enclosure	Enclosure of ACM means the construction of solid enclosure (walls, ceiling, bulkhead etc.) around ACM, or An Enclosure means the site isolation including hoarding walls, polyethylene sheeting and seals that isolates an Asbestos Work Area.
Friable Material	Material that: when dry, can be crumbled, pulverized or powdered by hand pressure, or is crumbled, pulverized or powdered. Includes previously non-friable asbestos-containing material that has become damaged to the extent that it may be crumbled, pulverized, or reduced to powder by hand pressure.
Glove Bag Removal	A method of removing friable insulation from a piping system using a prefabricated bag which isolates the section of insulation being removed.
HEPA Filter	High Efficiency Particulate Aerosol filter that is at least 99.97 percent efficient in collecting a 0.3 micrometre aerosol.
HEPA Filtered Negative Pressure Unit:	Portable air handling unit which extracts air directly from the Asbestos Work Area and discharges the air to the exterior of the building after passing through a HEPA filter.



JOHSC	Joint Occupational Health and Safety Committee.
Phase Contrast Microscopy (PCM)	A method which uses an optical microscope to determine airborne fibres, normally in an occupational setting. Results are presented as a number of fibres per cubic centimetre (f/cc). The method of analysis is based on the US National Institute for Occupational Safety and Health (NIOSH) Manual of Analytical Methods, Method 7400, issue 2, Asbestos and Other Fibres by PCM (August 15, 1994).
Transmission Electron Microscopy (TEM)	A method which uses an electron microscope to determine airborne asbestos fibres. Results are presented in fibres per cubic centimetre of air (f/cc). The method of analysis is The U.S. National Institute of Occupational Safety and Health (NIOSH) Manual of Analytical Methods, Method 7402, Issue 2: Asbestos by TEM (Aug 15, 1994).
Low, Moderate and High Procedures	Work classifications and procedures defined under provincial health and safety regulations.
US EPA	United States Environmental Protection Agency.

APPENDIX A

Letter of Notification to Tenants Regarding Asbestos in Premises



LETTER OF NOTIFICATION TO TENANTS REGARDING ASBESTOS IN PREMISES

The following wording should be utilized in communicating the presence of asbestos to a tenant or lessee.

To Occupant

This letter is being provided as notification of the presence of asbestos within the building at [building name and/or address]. HRCE has recently had an asbestos assessment performed of the entire building and has established a program to manage all asbestos in a safe and prudent fashion.

Our Consultant inspected all areas of the building and made recommendations, where necessary, for removal or repair of asbestos. All such work [has been completed/will be completed shortly] with appropriate inspection and supervision. All asbestos remaining is subject to the Asbestos Management Program (AMP) as required by Provincial Regulations and our own due diligence. A copy of the assessment report and the AMP are available for review at the [Office].

The continuing presence of the remaining asbestos does not pose a risk of exposure to occupants as long as it remains under this management program. Staff have been given appropriate training and are aware of its presence.

If you have any concerns, please contact the AMP Facilitator at [phone number].

APPENDIX B
Contractor Notification and Acknowledgement Form



CONTRACTOR NOTIFICATION AND ACKNOWLEDGEMENT FORM

HRCE has identified the presence of various asbestos-containing materials (ACM) within [HRCE Facility name] located at [address]. An asbestos inventory report showing the locations and amounts of these materials is available for viewing from the AMP Facilitator.

The disturbance of ACM is to be undertaken by Asbestos Abatement Contractors that maintain the appropriate insurance coverage and meet the requirements set out in the Asbestos Management Program (AMP).

The following activities may disturb asbestos materials. The AMP Facilitator must be notified of the following:

- Any removal, repair or disturbance of any ACM.
- Ceiling entry which may disturb sprayed-fireproofing or pipe insulation, or debris on the ceiling.
- Any other operation which may generate airborne asbestos from friable asbestos.
- The disturbance of any material excluded from the Facility's asbestos assessment report.
- Discovery of any material excluded from the survey.

Declaration by Contractor

The Contractor and their sub-contractors shall follow the work procedures as specified by HRCE's AMP and shall not disturb ACM without using proper procedures in accordance the provincial regulations and guidelines, and this AMP, including prior notification to the AMP Facilitator. All asbestos waste will be packaged, transported and disposed of in accordance with applicable regulations.

Notification of Asbestos Abatement

All Contractors who perform work at facilities where ACM is present must be notified of the presence of the ACM if their work may bring them into contact, or close proximity to, the ACM. This notification may include janitorial, security, telephone, computer cabling suppliers, mechanical maintenance contractors, etc.

All contractors who perform work, including telephone, computer cabling suppliers, electrical and mechanical contractors, etc., at HRCE facilities, where asbestos-containing spray-applied insulation is present above ceilings are to be notified that Moderate Risk Procedures may be required for any entry to, or work within the ceiling space, determined by condition of material, scope of work, and potential for disturbance of the material.



Contractors are to:

- Notify municipal Landfill site as per provincial regulations.
- Inform all sub trades of the presence of ACM identified in the contract documents.
- If suspect ACM not identified in the contract documents are discovered during the course of the work, the Contractors are to stop all work which might disturb the suspect ACM. The contractor is to notify the Constructor (if applicable), HRCE and the JOHSC or OHS Representative for the workplace.

By signing below, the Contractor acknowledges they have received, read and understand the requirements of HRCE's AMP.

Building (Address): _____

Project: _____

Contractor: _____

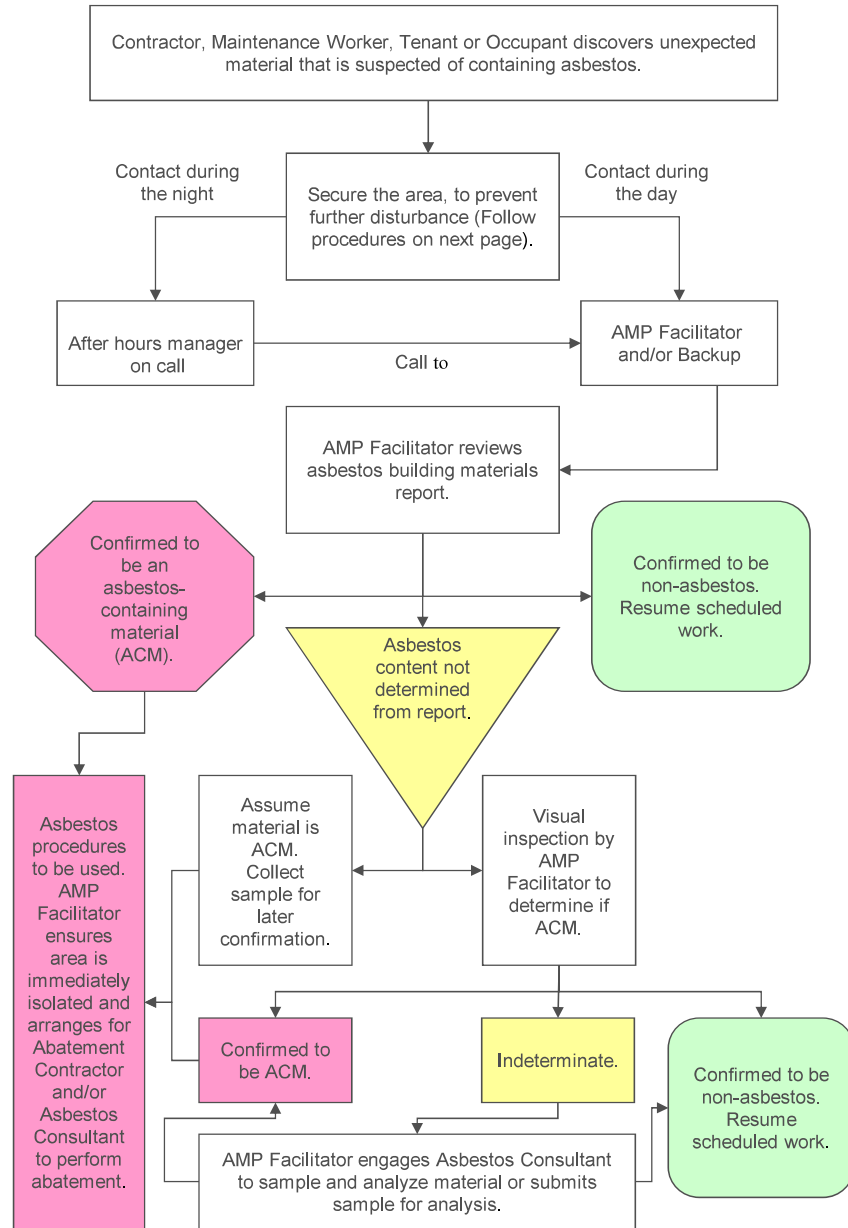
Name and Title: _____

Signature: _____

Date: _____

APPENDIX C
Response to Disturbance of Asbestos

EMERGENCY RESPONSES AND NOTIFICATION IN THE EVENT OF ASBESTOS-SUSPECT MATERIAL DISCOVERED DURING MAINTENANCE OR CONTRACTED WORK OR REPORTED BY OCCUPANT/TENANT





EMERGENCY REACTION IN THE EVENT OF SUSPECTED ASBESTOS SPILL

If asbestos-containing materials or suspect materials have been disturbed improperly, follow these directions:

- Do not clean up, cover, move or contact asbestos-containing or suspect material. Cease work in the area and do not resume work that risks disturbing the suspect material. Workers are to leave the area and the HRCE AMP Facilitator is to be notified immediately.
- Isolate the area by locking doors if this can be done without blocking emergency or fire routes.
- If it is not possible to safely isolate the area, the AMP Facilitator will notify appropriate persons not to enter the area. If possible, post security to prevent unnecessary access.
- The AMP Facilitator will arrange to shut down ventilation systems to the affected area including supply, return and exhaust.
- The AMP Facilitator will determine if asbestos is contained in the debris. If material cannot be confirmed asbestos-free by records or appearance, follow procedures below.
- The AMP Facilitator will contact an Asbestos Consultant to sample the material or identify the material visually.
- If the material is confirmed or assumed to contain asbestos, the AMP Facilitator is to contract an Asbestos Abatement Contractor to clean-up contaminated area.
- At their option, the AMP Facilitator may decide to employ an Asbestos Consultant to perform air monitoring and consulting, prior to, during, and/or after clean-up to determine airborne fibre concentrations prior to, and during, the work and to ensure airborne fibre levels are within acceptable limits to re-occupy the space. The AMP Facilitator must notify the Joint Occupational Health and Safety Committee of the results of air monitoring or testing.
- Enable ventilation systems after air monitoring or clean up of ACM.

APPENDIX D
Asbestos Project Work Record



ASBESTOS PROJECT WORK RECORD

Building: _____
(Building Address or Name)

Date: _____
(Today's Date)

Project Number: _____
(HRCE Project Number or Purchase Order Number)

Project Type:

- Emergency Planned Project
 Low Risk Moderate Risk Glove Bag High Risk

Area of Work: _____
(Room Name, Number, Floor etc.)

Description: _____
(Brief description of abatement, material, system, etc.)

Project Start Date: _____
(Mobilization date)

Project End Date: _____
(After dismantling/clean-up)

Contractor: _____
(Contracting firm or employee)

Telephone: _____
(Contractor or employee telephone)

Consultant: _____
(Name of consulting firm/contact if any)

Telephone: _____
(Consultant telephone)

Pre-Construction Assessment for asbestos-containing material (ACM) and other hazardous building materials (e.g. lead, mercury, silica, and PCBs) performed and report provided to Contractor?

Yes No (Explain) _____

Air Sampling during abatement?

Yes No



Clearance Air Monitoring performed after abatement?

Yes No

Air Monitoring results to Joint Occupational Health and Safety Committee (if applicable)?

Yes No

Asbestos Survey Updated to Reflect Changes in ACM Inventory?

Yes No, no changes to ACM inventory resulted

No, to forward copies to Consultant prior to next re-assessment

Asbestos waste removed from site and disposed of?

Yes, ACM waste documentation attached No, ACM waste not generated

No, ACM waste remains on site for later disposal

Append the following information relating to asbestos abatement to this work record, if applicable, and file Asbestos Work Record and attachments with Asbestos Management Program. Check where attached.

Submittals including Insurance Yes No

Waste Documentation Yes No

Specifications, Change Orders, Drawings Yes No

Consultant Inspection Reports Yes No

Air Monitoring Results Yes No

Analytical Certificates Yes No

Provincial Regulatory reports Yes No

Additional Correspondence Yes No

APPENDIX E
Reassessment of ACM



REASSESSMENT OF ACM

Upon completion of Reassessment, fill out the following form in its entirety and file with this facility's Asbestos Management Program and Assessment Report.

Use of this form is not necessary if an Asbestos Consultant has produced a detailed Reassessment Report which identified the damaged ACM identified in the building during the Reassessment (along with the associated locations, quantities, accessibility, and any required abatement recommendations).

Building: _____

Dates of Reassessment: _____

Name of person completing reassessment: _____

Signature of surveyor: _____

Others present: _____

Summary of Findings:

(If no deterioration was noted, indicate here): _____.

(Specifically indicate only areas requiring action in the table below).

(Attached photographs to this form as required).

Room or Location	Material	Comments Regarding Condition: Disturbed/Undisturbed (if other, explain)	Action Required

APPENDIX F
Classifications of Abatement Work

CLASSIFICATIONS OF ABATEMENT WORK

Nova Scotia regulations/guidelines do not specifically classify asbestos work procedures, and only prescribe removal of friable materials including the use of Glove Bags.

In the absence of defined work classifications, the following are the generally accepting work classifications:

Low Risk

- installation or removal of ACM ceiling tiles (less than 7.5 m²) without damage*.
- installation or removal of non-friable ACM, other than ceiling tiles, without damage*.
- damaging* non-friable ACM that is wetted and where the work is done using non-powered hand-held tools.

Moderate Risk

- removal of less than one square metre of drywall where ACM joint-filling compounds were used.
- enclosure of friable ACM.
- application of tape, a sealant or other covering to pipe or boiler insulation that is ACM.
- installing or removing ACM ceiling tiles that cover an area of 7.5 m² or more if the work is done without damaging the tiles.
- damaging non-friable ACM using non-powered hand-held tools if the material is not wetted.
- cleaning or removing filters used in air handling equipment in a building that has sprayed ACM insulation.
- glove bag removals of ACM insulation.
- Work that may expose a worker to asbestos and that is not classified as a Low Risk or High Risk operation, is also to be classified as a Moderate Risk operation.

High Risk

- removal or disturbance of friable ACM.
- the removal of all or part of a false ceiling to access a work area, if ACM is likely to be lying on the surface of the false ceiling.
- spray application of a sealant to friable ACM.



- cleaning or removal of air-handling equipment, including rigid ducting but not including filters, in a building that has sprayed ACM insulation.
- repair, alteration or demolition of a kiln or furnace made, in part, of refractory materials that are ACM.
- Use of power tools not attached to dust-collecting devices with HEPA filters on non-friable ACM.

* **damage** includes breakage, cutting, abrading, grounding, sanding, and vibration.

APPENDIX G
Site Specific Report(s)

**ASBESTOS SURVEY,
Herring Cove Junior High School
Herring Cove, NS
B3V 1M8**

Prepared by:

Maritime Testing (1985) Limited
116-900 Windmill Rd
Dartmouth, N.S.

Prepared for:

Halifax Regional School Board
90 Alderney Dr., 3rd floor
Dartmouth, N.S.
B2Y 4S8

March 18, 1999

NEO-1256.99

INTRODUCTION

The Halifax Regional School Board has undertaken a mandate to conduct asbestos inventories in each of the schools in the School Board region. Maritime Testing (1985) Limited (MTL) was retained by the Board to conduct these inventories and prepare the asbestos survey reports. This report on Herring Cove Junior High School represents one of the schools surveyed as part of this comprehensive inventory.

METHODS

Each school was inspected for building materials that might be composed of asbestos containing minerals (ACMs). Types of materials examined and sampled as needed could include but not necessarily be limited to:

mechanical systems:	insulation on pipes, fittings, boilers, air conveyance systems, structural materials
flooring:	sheet flooring, vinyl tiles
ceilings:	suspended ceilings, rigid ceilings, texture coats
walls:	texture coats, wallboards, plasters
building exterior:	wall panels, panels under entrances

Please note the following limitations regarding these surveys:

1. Sampling and inspection was not conducted if permanent visible damage would result from these activities. In such circumstances, inference is made to the potential for ACMs to be present based upon other observations made in the building (for example, holes are not cut into wall cavities to determine if insulated pipe work is present).
2. In each school, every room that was accessible was surveyed. In cases where access to a room was not possible, inference on that room is made based on what was observed throughout the rest of the school.
3. Plaster, unlike many other materials in schools such as floor tiles, ceiling tiles, etc., was originally fabricated on site. Each batch, which typically would be wheel barrow sized, could potentially be a bit different from the next. Asbestos, typically chrysotile, was used as well as other materials (hairs, wood) as a strengthening material and was applied "in shovelfuls" more or less at the discretion of the worker. Samples collected routinely in schools are based upon perceived differences in

texture, age of construction, etc., and may not reflect small differences from one batch to another, particularly since sample sizes are kept small to reduce damage. Accordingly, samples of plaster identified as not containing asbestos may well not be precisely indicative of the overall composition of the plaster in general. As a result, plaster should be assumed to contain asbestos unless a specific sample from the area in question has been analysed and shown to be asbestos free.

All inspections were scheduled such that sampling could be conducted after normal school hours. This school was surveyed on February 23, 1999.

Samples collected at the school were examined under both stereo and polarised light microscopy to determine fibre types and relative percentages of each asbestos mineral if it was present. As well, any ACMs were further categorised into one of three categories as noted below:

Priority 1: materials representing a potential health risk with normal routine building use and which require immediate removal. Such materials may include damaged ceiling tiles, damaged pipe insulation, damaged friable boiler insulation.

Priority 2: materials which do not pose a health risk under normal school usage but which pose a periodic risk to maintenance and custodial staff or which are currently undamaged but which might easily be damaged in the future; these materials require removal during the next suitable time (ie a major school break, next planned renovation project). Such materials may include undamaged ceiling tiles, damaged pipe insulation above ceilings, undamaged texture coats.

Priority 3: Non-friable materials or materials that are in good condition, are not generally accessible, and which currently pose no risk to any occupant. Such materials may include floor tiles, transite panels, mechanical insulation in good repair.

Refer to Appendix A for a summary of the Priorities of the ACMs.

Data are also available on an asbestos inventory data base, accessible from the school board offices prepared specifically by MTL for this project.

For a list of materials sampled, refer to Appendix B. Refer to Appendix C for a diagram of the school floor plan and sample locations. For a list of locations and quantities of asbestos containing materials, refer to Appendix D. Refer to Appendix E for a room by room account of ACM's. Refer to Appendix F for photos of Priority 1 ACMs.

INVENTORY RESULTS.

This building was constructed in 1974.

Boiler Room: The insulation on the exhaust contain asbestos cement (60% chrysotile). The insulation is in good condition and a Priority 3. The majority of the pipes throughout the boiler room are insulated with fibreglass on the runs and asbestos cement (60% chrysotile) on the elbows. The insulation is in good condition and a Priority 3. The ends of pipe runs contain asbestos cement (60% chrysotile). The insulation is in good condition and a Priority 3. None of the other materials in the boiler room contain asbestos.

Exterior: No materials on the exterior contain asbestos.

Floors: None of the floor coverings contain asbestos.

Walls: None of the wall materials contain asbestos.

Ceilings: The 2'x2' transite ceiling tile in Room 113 Storage #1 contain 40% chrysotile asbestos. The panel is in good condition and a Priority 3. None of the other ceiling materials in this school contain asbestos.

Pipe Systems: The pipes throughout the school are insulated with fibreglass on the runs and asbestos cement (60% chrysotile) on the elbows. Asbestos cement on elbows above the ceiling are a Priority 3 and below the ceiling are a Priority 2. None of the other pipe materials contain asbestos.

Miscellaneous: The table tops in the metal lab contain 40% chrysotile asbestos. The table top is in good condition but prone to damage and a Priority 2. None of the other miscellaneous material contain asbestos.

Appendix A:

Summary: The following is a summary of Priorities of the various ACMs at this school:

- Priority 1: · none
- Priority 2: · throughout the school, insulation on pipe elbows belows the ceiling
 · metal lab, transite panel on table tops
- Priority 3: · boiler room, insulation on pipe elbows
 · boiler room, insulation on ends of pipe run
 · boiler room, insulation on boiler exhaust
 · throughout the school, insulation on pipe elbows above the ceiling
 · Room 113 Storage #1, asbestos ceiling tile

Appendix B:

<u>Samples taken and locations</u>			
<u>#</u>	<u>Sample description</u>	<u>Location</u>	<u>ACM</u>
<u>Boiler Room</u>			
99.1	insulation on boiler exhaust	boiler room	yes
99.2	insulation on pipe elbow	boiler room	yes
99.3	insulation on end of pipe run	boiler room	yes
<u>Exterior</u>			
No samples taken			
<u>Floors</u>			
99.4	12" tile, greenish beige with white and black streaks	Room 107	no
99.6	12" tile, off-white with grey flecks	Hallway (1st floor)	no
99.12	12" tile, white with black specks	Room 105	no
99.13	12" tile, light beige with grey and brown specks	Room 104	no
99.14	12" tile, light blue marble	Janitor's room (1st floor)	no
99.18	12" tile, blue-green marble	Janitor's room (2nd floor)	no
99.19	2'x4' tile, small meg peg	Mr. Swin's room	no
99.20	12" tile, black with white specks	Gymnasium	no
<u>Walls</u>			
No samples taken			
<u>Ceilings</u>			
99.5	2'x2' suspended tile	Room 207	no
99.7	2'x2' suspended tile	Room 113	no
99.8	2'x2' suspended tile	Room 113	no
99.10	2'x2' suspended tile	Room 113, storage #1	yes
99.11	2'x2' suspended tile	Room 113, storage #1	no

Appendix B:

Samples taken and locations			
#	<u>Sample description</u>	<u>Location</u>	<u>ACM</u>
99.15	1'x1' glued on tile	Wood lab	no
	<u>Pipes</u>		
99.9	insulation on pipe elbow	Room 113	yes
	<u>Miscellaneous</u>		
99.16	Pottery kiln insulation	Metal lab	no
99.17	Transite panel table top	Metal lab	yes

Appendix D:

Quantity and locations of ACMs.

Boiler Room

<u>Description</u>	<u>Locations</u>	<u>Quantity</u>
insulation on pipe elbow	boiler room	20
insulation on boiler exhaust	boiler room	9 ft X 16" diameter
insulation on ends of pipe run	boiler room	2

Exterior

No ACM's

Floors

No ACM's

Walls

No ACM's

Ceilings

<u>Description</u>	<u>Locations</u>	<u>Quantity (ft²)</u>
2'x2' suspended tile	Room 113, storage #1	28

Pipes

<u>Description</u>	<u>Locations</u>	<u>Quantity</u>
insulation on pipe elbow above ceiling	Gymnasium stairwell	2
insulation on pipe elbow above ceiling	Room 113	16
insulation on pipe elbow above ceiling	Room 113 storage #1	10

Pipes

<u>Description</u>	<u>Locations</u>	<u>Quantity</u>
insulation on pipe elbow above ceiling	Gymnasium exit	3
insulation on pipe elbow above ceiling	Room 105	4
insulation on pipe elbow above ceiling	Room 104	3
insulation on pipe elbow above ceiling	Room 103	3
insulation on pipe elbow above ceiling	Room 102	3
insulation on pipe elbow above ceiling	Room 101	17
insulation on pipe elbow above ceiling	Nurse's stateion	4
insulation on pipe elbow above ceiling	Room 115	2
insulation on pipe elbow above ceiling	Food lab	3
insulation on pipe elbow above ceiling	Room 117	2
insulation on pipe elbow above ceiling	Room 117 storage A	2
insulation on pipe elbow above ceiling	Room 117 storage B	3
insulation on pipe elbow above ceiling	Principal's office	4
insulation on pipe elbow below ceiling	Wood lab storage #1	17
insulation on pipe elbow below ceiling	Room 113 storage #1	2
insulation on pipe elbow below ceiling	Room 110	7

Pipes

<u>Description</u>	<u>Locations</u>	<u>Quantity</u>
insulation on pipe elbow below ceiling	Air handling room	7
insulation on pipe elbow below ceiling	Rear exit	2

Miscellaneous

<u>Description</u>	<u>Locations</u>	<u>Quantity (ft²)</u>
Transite panel table top	Metal lab	15

Appendix E:

ACM's Room by Room (for quantities refer to Appendix D).

<u>Room</u>	<u>ACMs</u>
Air handling room	insulation on pipe elbow below ceiling
Boiler Room	insulation on pipe elbows, insulation on exhaust, insulation on ends of pipe
Food lab	insulation on pipe elbow above ceiling
Gymnasium exit	insulation on pipe elbow above ceiling
Gymnasium stairwell	insulation on pipe elbow above ceiling
Metal lab	transite panel table top
Nurse's stateion	insulation on pipe elbow above ceiling
Principal's office	insulation on pipe elbow above ceiling
Rear exit	insulation on pipe elbow below ceiling
Room 101	insulation on pipe elbow above ceiling
Room 102	insulation on pipe elbow above ceiling
Room 103	insulation on pipe elbow above ceiling
Room 104	insulation on pipe elbow above ceiling
Room 105	insulation on pipe elbow above ceiling
Room 110	insulation on pipe elbow below ceiling
Room 113 storage #1	insulation on pipe elbow above ceiling, insulation on pipe elbow below ceiling, 2'x2' suspended tile
Room 113	insulation on pipe elbow above ceiling
Room 115	insulation on pipe elbow above ceiling
Room 117	insulation on pipe elbow above ceiling
Room 117 storage B	insulation on pipe elbow above ceiling
Room 117 storage A	insulation on pipe elbow above ceiling
Wood lab storage #1	insulation on pipe elbow below ceiling

Appendix F: There are no Priority 1's in this school.

June 5th, 2024 / Project # 32892

Gary Manette – Halifax Regional Centre for Education (HRCE)
33 Spectacle Lake Drive, Dartmouth, Nova Scotia, B3B 1X7

Asbestos Analysis Report – Herring Cove Jr. High School, 7 Lancaster Drive, Herring Cove, Nova Scotia

Introduction

On May 30th, 2024, one (1) suspect asbestos bulk sample [four (4) layers] was submitted to ALL-TECH Environmental Services Limited (ALL-TECH) for asbestos content analysis. The sample was collected from client sample location: Herring Cove Jr. High School, 7 Lancaster Drive, Herring Cove, Nova Scotia. The sample was submitted to EMC Scientific Inc. (EMC) for asbestos content analysis.

Asbestos Assessment

Asbestos is a generic term which is used to describe a group of naturally occurring fibrous mineral silicates (fibrous rock). The six main types of asbestos are chrysotile, amosite, crocidolite, anthophyllite, tremolite, and actinolite. Heat, corrosion, and tensile qualities of asbestos have been so beneficial, that, from the dates 1900 to 1980, asbestos was used worldwide in over 3000 different commercial products. Asbestos has been used in fireproofing materials, friction products, reinforcing building materials, insulations materials (thermal/acoustic), etc.

Asbestos materials can be found in one of two forms: **friable** asbestos or **non-friable**. Friable asbestos material refers to material that, when dry, can be crumbled, pulverized, or reduced to a powder by hand pressure. This type of asbestos material is hazardous due to its potential to become airborne if damaged or disturbed.

Friable asbestos building products used in the past include sprayed acoustic & fire protection insulations, heat shields on incandescent light fixtures, ceiling/wall finishes, drywall joint compounds, mechanical insulations on pipes, tanks, boilers, vessels, etc.

Non-friable building products used in the past were caulking, mastics, vinyl asbestos floor tiles, gaskets, transite panels, transite piping and transite shingles. Non-friable materials if handled improperly during removal or renovations, such as cutting transite panels with an electrical tool, can cause high fibre release. Also, non-friable asbestos products can become friable if damaged through years of use (water damage, general deterioration of materials, etc.).

Analysis Results

The sample was analysed by EMC for asbestos identification by Polarized Light Microscopy (PLM), utilizing Dispersion Staining Techniques (DS). The EPA 600/R-93/116 Analytical Method was followed. The results of the analysis are presented in Table 1.0.

Table 1.0
Asbestos Analysis Results
Herring Cove Jr. High School
7 Lancaster Drive, Herring Cove, Nova Scotia

Sample #	Location	Description	Asbestos Content (%)
2400-07	Herring Cove – Roof	Black, Tar	None Detected
		Black, Tar with Fibres	None Detected
		Black, Fibrous Material with Tar	None Detected
		Black, Tar	None Detected

Analysis Report on Suspect Asbestos Containing Materials

Conclusions

- The results of the asbestos analysis indicate that the sample submitted (2400-07) was **NOT** found to contain asbestos and would therefore **NOT** be considered an asbestos containing materials.
- Nova Scotia's Department of Labour considers building material as asbestos containing if it contains asbestos at a concentration greater than or equal to 0.5% asbestos fibres.

If you have any questions or concerns regarding this report, please call our office at (902) 835-3727.

Thank you and have a great day,



Jamie Bennett, Dipl.
Project Manager, Env. Eng. Tech
ALL-TECH Environmental Services Limited

APPENDIX I – LABORATORY RESULTS

Laboratory Analysis Report

To:

Jamie Bennett
All-Tech Environmental Services Ltd.
162 Trider Crescent
Dartmouth, Nova Scotia
B3B 1R6

EMC LAB REPORT NUMBER: A104997
Job/Project Name: Herring Cove School
Analysis Method: Polarized Light Microscopy – EPA 600
Date Received: Jun 4/24 **Date Analyzed:** Jun 4/24
Analyst: John Paul Cantillon
Reviewed By: Malgorzata Sybydlo

Job No: 32892
Number of Samples: 1
Date Reported: Jun 4/24

Client's Sample ID	Lab Sample No.	Description/Location	Sample Appearance	SAMPLE COMPONENTS (%)		
				Asbestos Fibres	Non-asbestos Fibres	Non-fibrous Material
2400-07	A104997-1	Herring Cove – Roof	4 Phases: a) Black, tar b) Black, tar with fibres c) Black, fibrous material with tar d) Black, tar	ND ND ND ND	20 80	100 80 20 100

Note:

1. Bulk samples are analyzed using Polarized Light Microscopy (PLM) and dispersion staining techniques. The analytical procedures are in accordance with EPA 600/R-93/116 method.
2. The results are only related to the samples analyzed. **ND** = None Detected (no asbestos fibres were observed), **NA** = Not Analyzed (analysis stopped due to a previous positive result).
3. This report may not be reproduced, except in full without the written approval of EMC Scientific Inc. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government.
4. The Nova Scotia Regulatory Threshold for asbestos is 0.5%. The limit of quantification (LOQ) is 0.5%.



HERRING COVE JUNIOR HIGH ROOF REPLACEMENT SECTION 'A'



ISSUED FOR TENDER - MAY 2024

- A000 COVER SHEET
- A100 EXISTING / DEMOLITION ROOF PLAN
- A101 ROOF PLAN
- A102 DETAILS

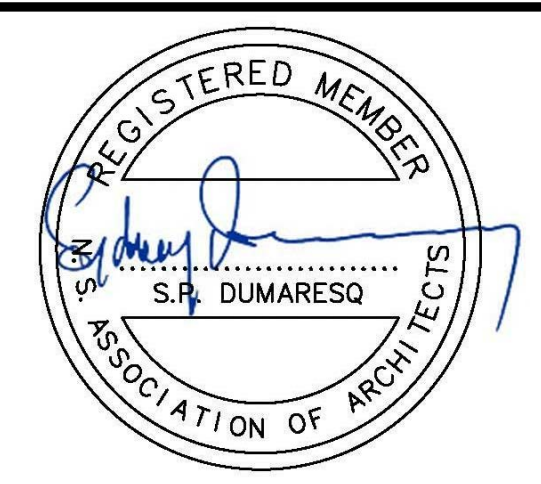
KEY PLAN

GENERAL NOTES

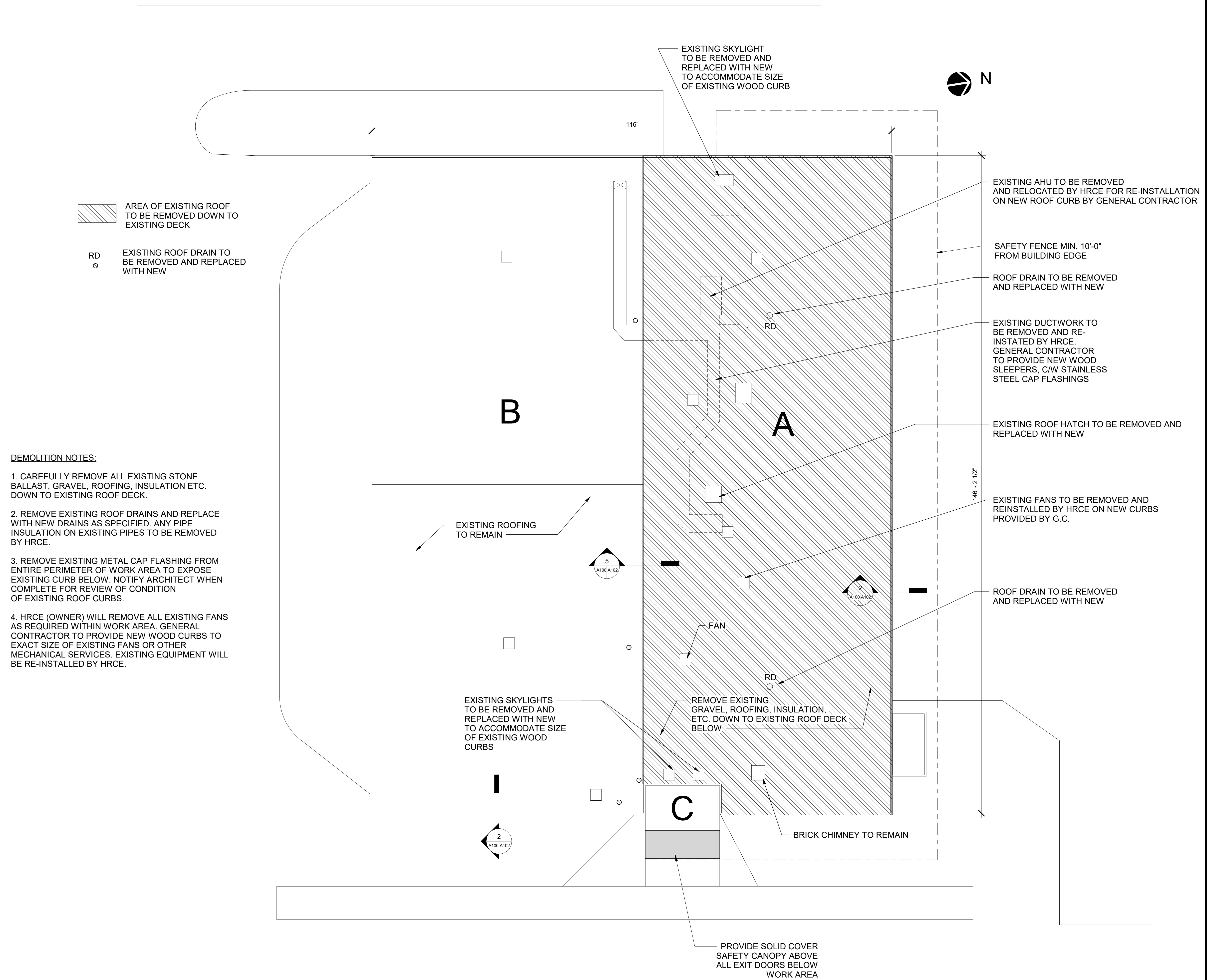
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SCALE: _____
 DRAWN BY: _____ STAFF
 REVIEWED BY: _____
 DATE: MAY 23, 2024
 PROJECT TITLE
 HERRING COVE
 JUNIOR HIGH ROOF
 REPLACEMENT
 Project Number _____
 SHEET TITLE
 COVER SHEET
A000



- DEMOLITION NOTES:**
- CAREFULLY REMOVE ALL EXISTING STONE BALLAST, GRAVEL, ROOFING, INSULATION ETC. DOWN TO EXISTING ROOF DECK.
 - REMOVE EXISTING ROOF DRAINS AND REPLACE WITH NEW DRAINS AS SPECIFIED. ANY PIPE INSULATION ON EXISTING PIPES TO BE REMOVED BY HRCE.
 - REMOVE EXISTING METAL CAP FLASHING FROM ENTIRE PERIMETER OF WORK AREA TO EXPOSE EXISTING CURB BELOW. NOTIFY ARCHITECT WHEN COMPLETE FOR REVIEW OF CONDITION OF EXISTING ROOF CURBS.
 - HRCE (OWNER) WILL REMOVE ALL EXISTING FANS AS REQUIRED WITHIN WORK AREA. GENERAL CONTRACTOR TO PROVIDE NEW WOOD CURBS TO EXACT SIZE OF EXISTING FANS OR OTHER MECHANICAL SERVICES. EXISTING EQUIPMENT WILL BE RE-INSTALLED BY HRCE.

AREA OF EXISTING ROOF TO BE REMOVED DOWN TO EXISTING DECK
 EXISTING ROOF DRAIN TO BE REMOVED AND REPLACED WITH NEW

1 EXISTING / DEMOLITION ROOF PLAN
 3/32" = 1'-0"

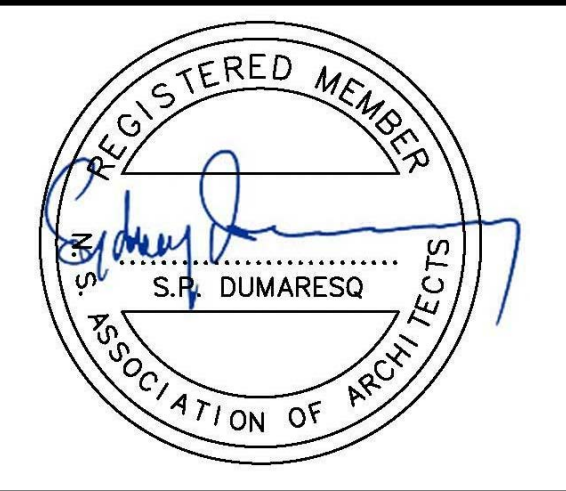
KEY PLAN

GENERAL NOTES

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SCALE: 3/32" = 1'-0"
 DRAWN BY: Author
 REVIEWED BY:

DATE: MAY 23, 2024

PROJECT TITLE
HERRING COVE JUNIOR HIGH ROOF REPLACEMENT

Project Number
 SHEET TITLE

EXISTING / DEMOLITION ROOF PLAN

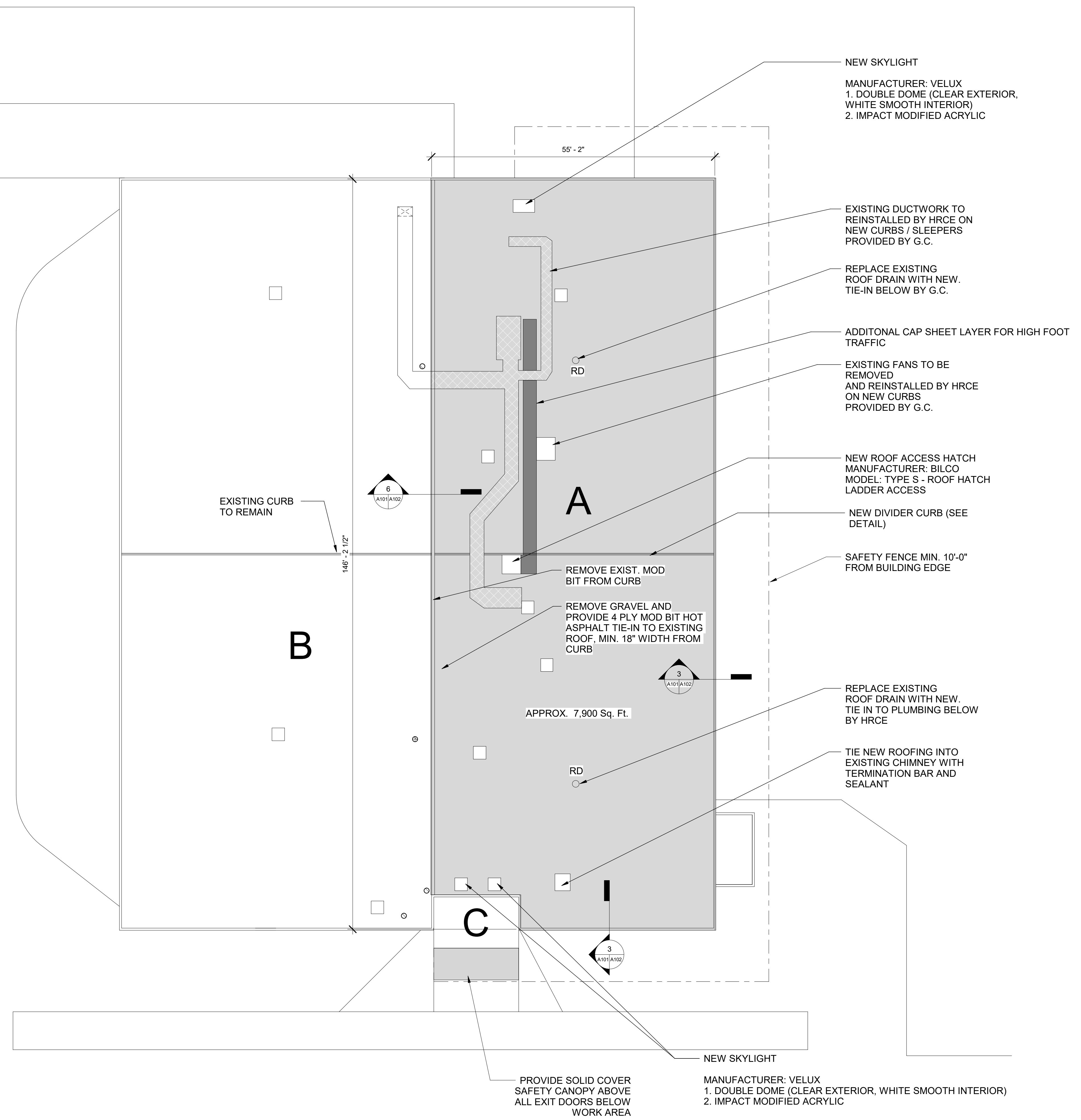
A100



- LEGEND**
- NEW ROOF ASSEMBLY
 - RD EXISTING ROOF DRAIN TO BE REMOVED AND REPLACED WITH NEW

GENERAL NOTES:

1. REMOVE EXISTING ROOF DRAINS AND REPLACE WITH NEW DRAINS AS SPECIFIED. CONNECT TO EXISTING PLUMBING. ANY EXISTING PIPE INSULATION TO BE REMOVED BY HRCE.
2. HRCE (OWNER) WILL REMOVE ALL EXISTING FANS AS REQUIRED WITHIN WORK AREA. PROVIDE NEW CURBS TO EXACT SIZE OF EXISTING FANS. EXISTING FANS WILL BE RE-INSTALLED ON NEW CURBS BY HRCE.
3. NO THROUGH-BUILDING ACCESS WILL BE PROVIDED TO CONTRACTORS OTHER THAN AS REQUIRED TO TIE-IN NEW ROOF DRAINS. CONTRACTOR TO PROVIDE EXTERIOR STAIR AT BUILDING TO ACCESS ROOF WORK AREA IN A LOCATION ACCEPTABLE TO HRCE.
4. EXISTING ROOF AREAS ARE NOT TO BE USED AS A LAY DOWN AREAS FOR MATERIALS OR FOOT TRAFFIC.



1 ROOF PLAN
 3/32" = 1'-0"

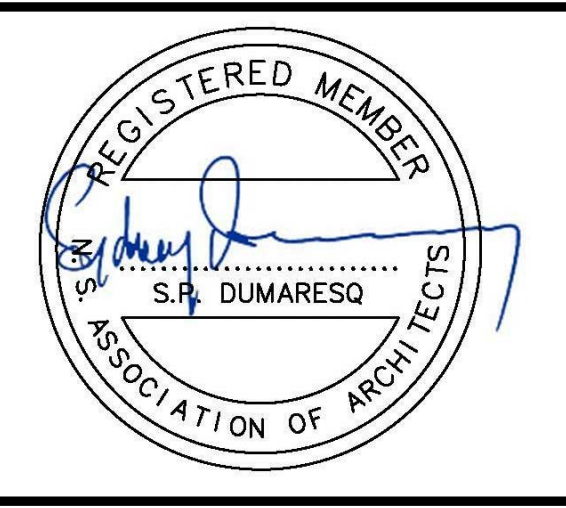
KEY PLAN

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SCALE: 3/32" = 1'-0"

DRAWN BY: Author

REVIEWED BY:

DATE: MAY 23, 2024

PROJECT TITLE
HERRING COVE JUNIOR HIGH ROOF REPLACEMENT

Project Number

SHEET TITLE

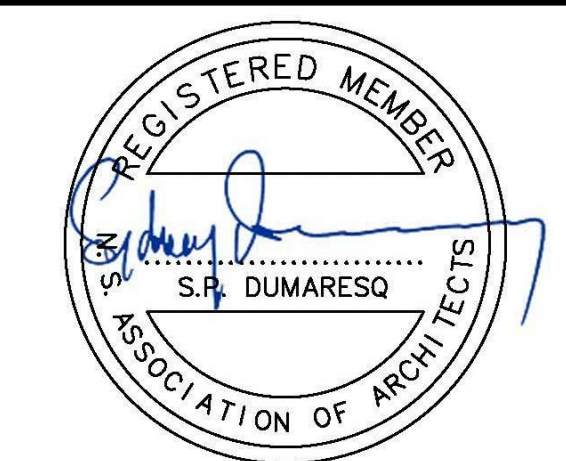
ROOF PLAN

A101

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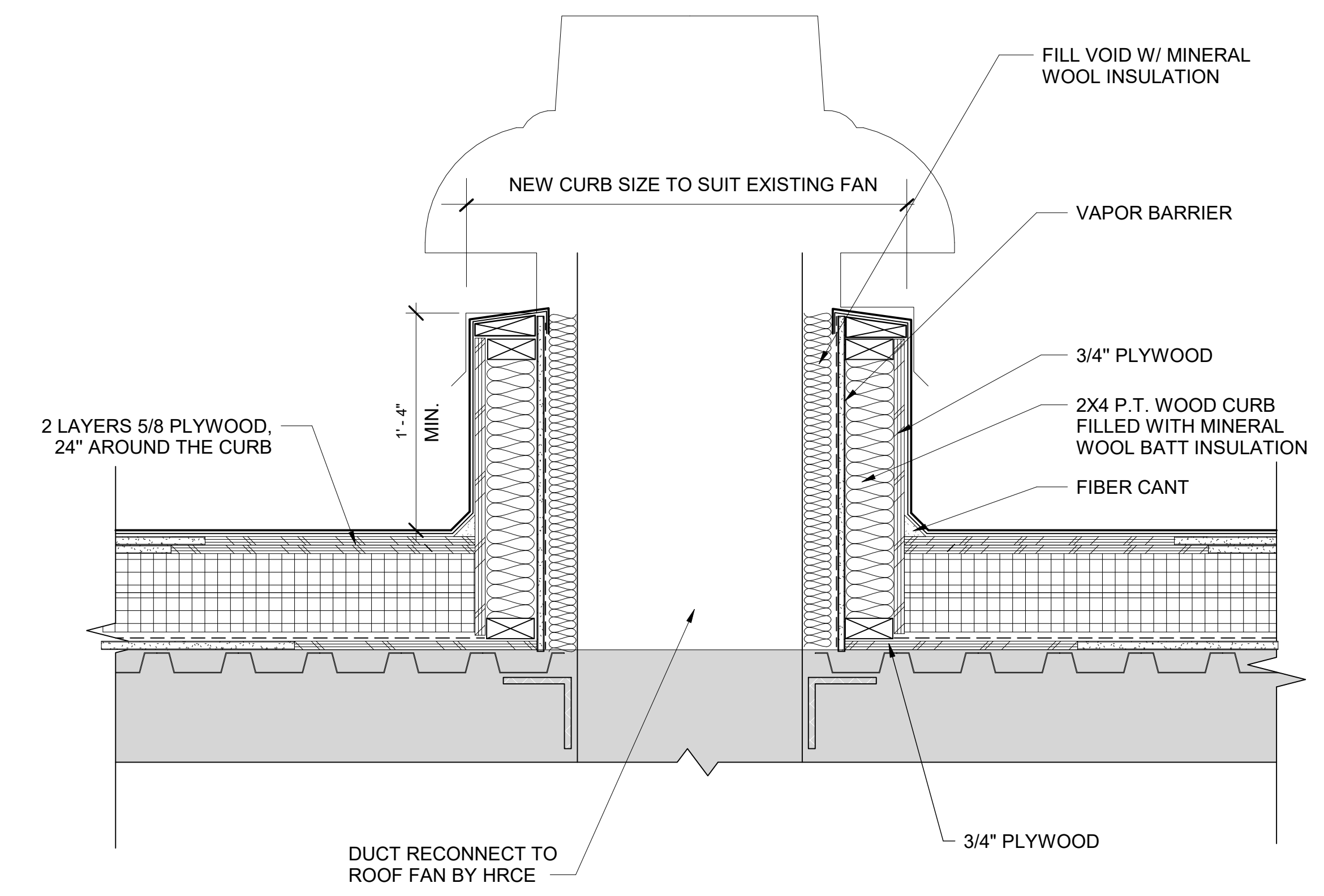
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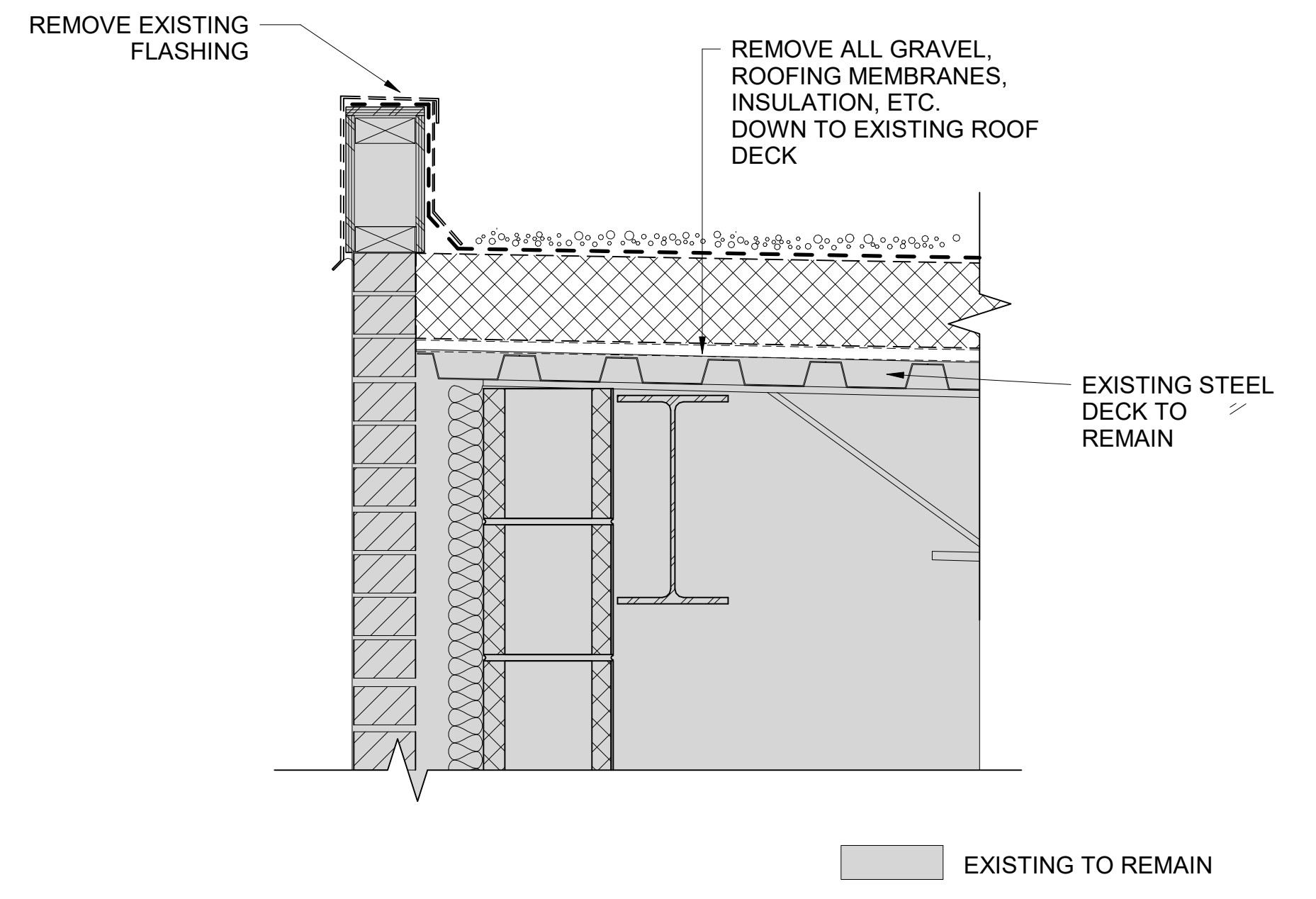


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 Project Number
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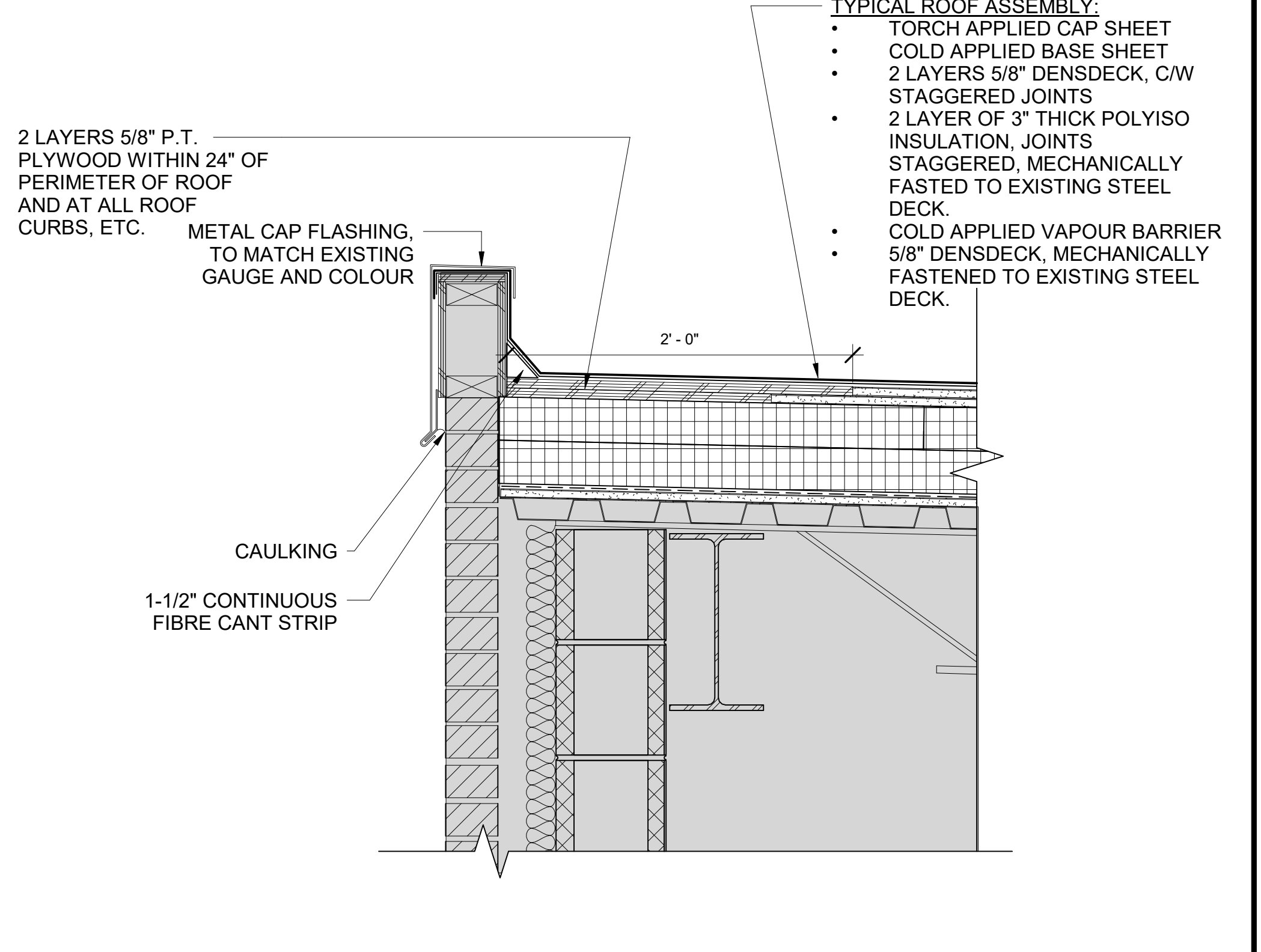
DETAILS
A102



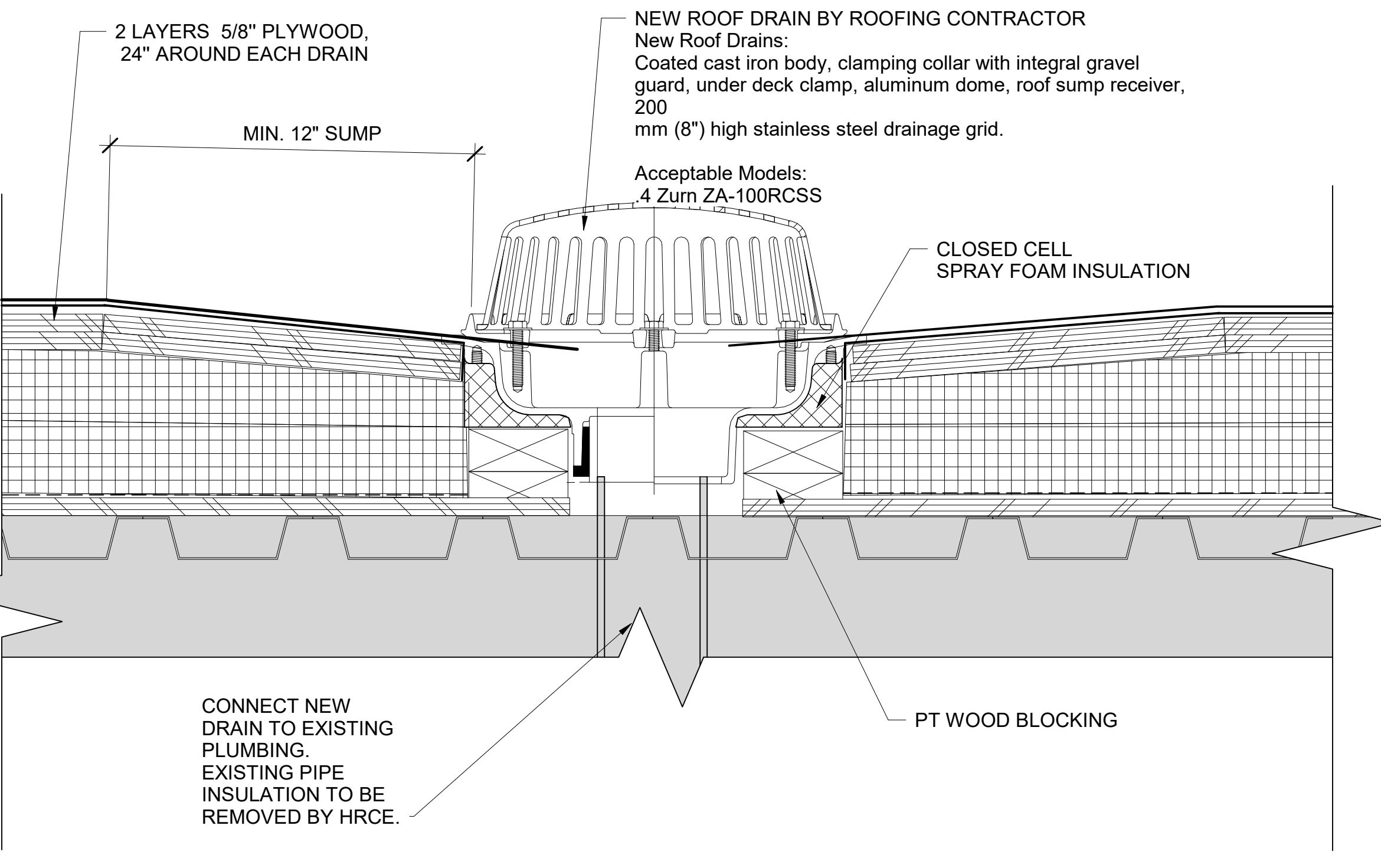
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 1 1/2" = 1'-0"



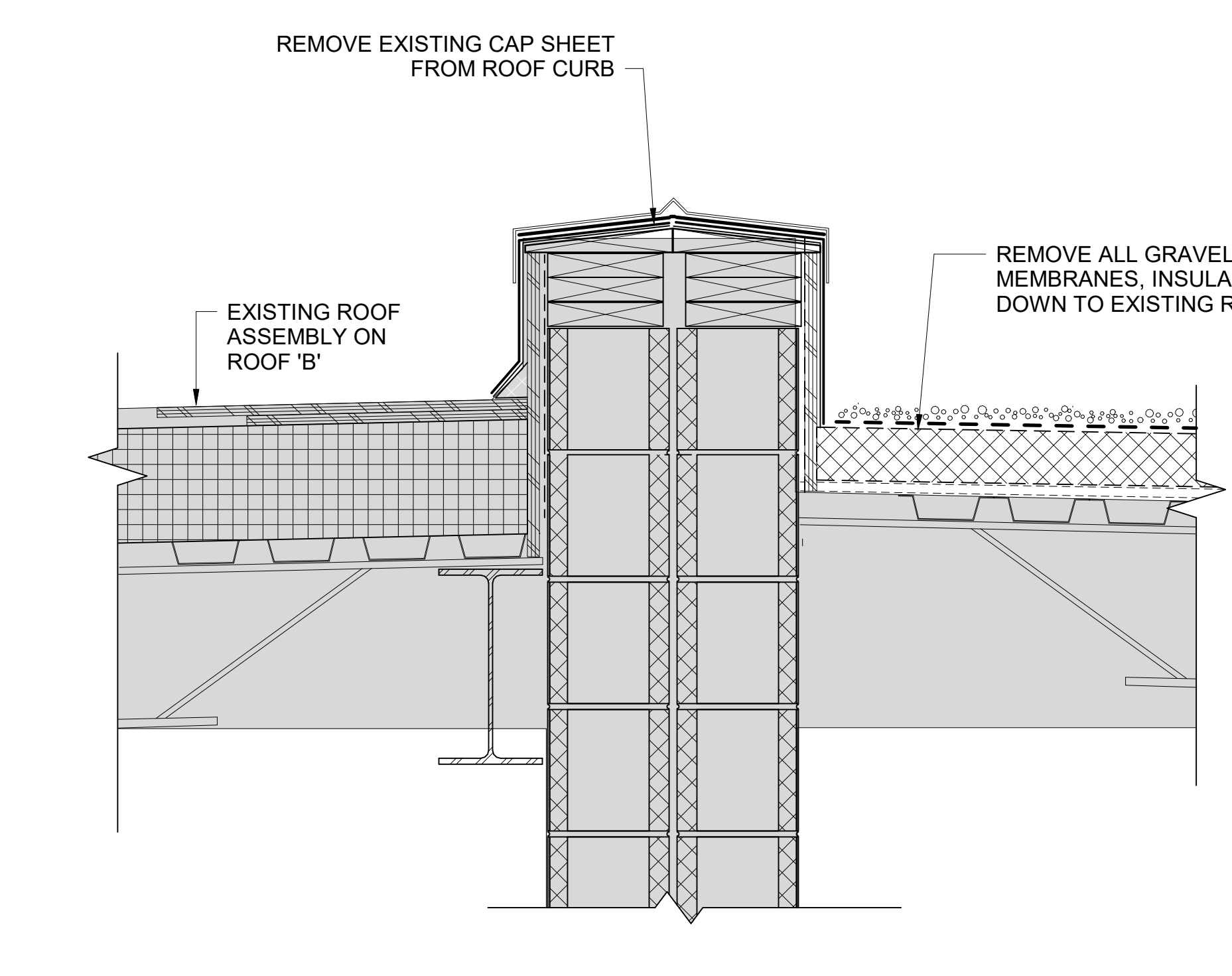
2 PARAPET DETAIL EXISTING
 A100 1 1/2" = 1'-0"



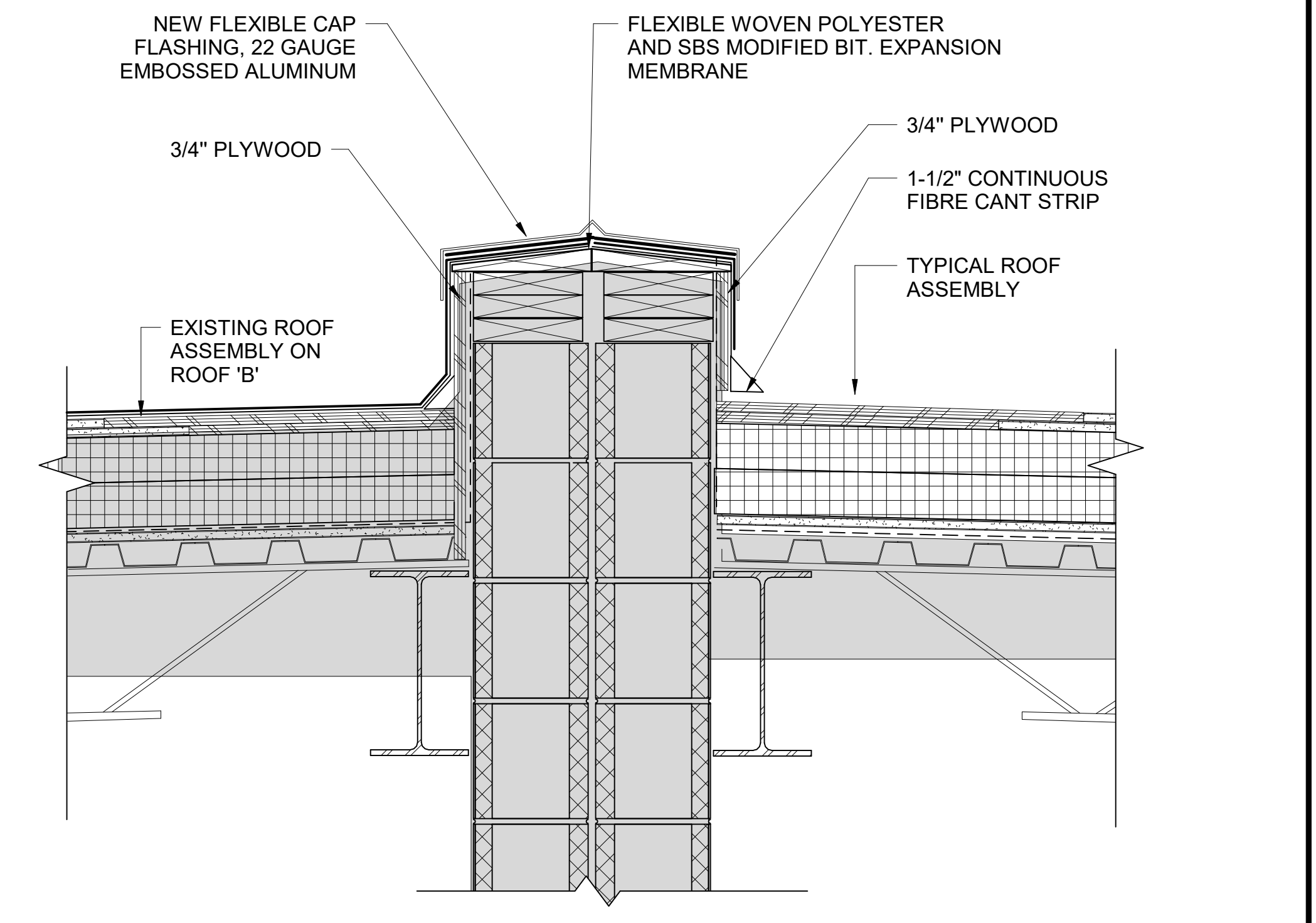
3 PARAPET DETAIL
 A101 1 1/2" = 1'-0"



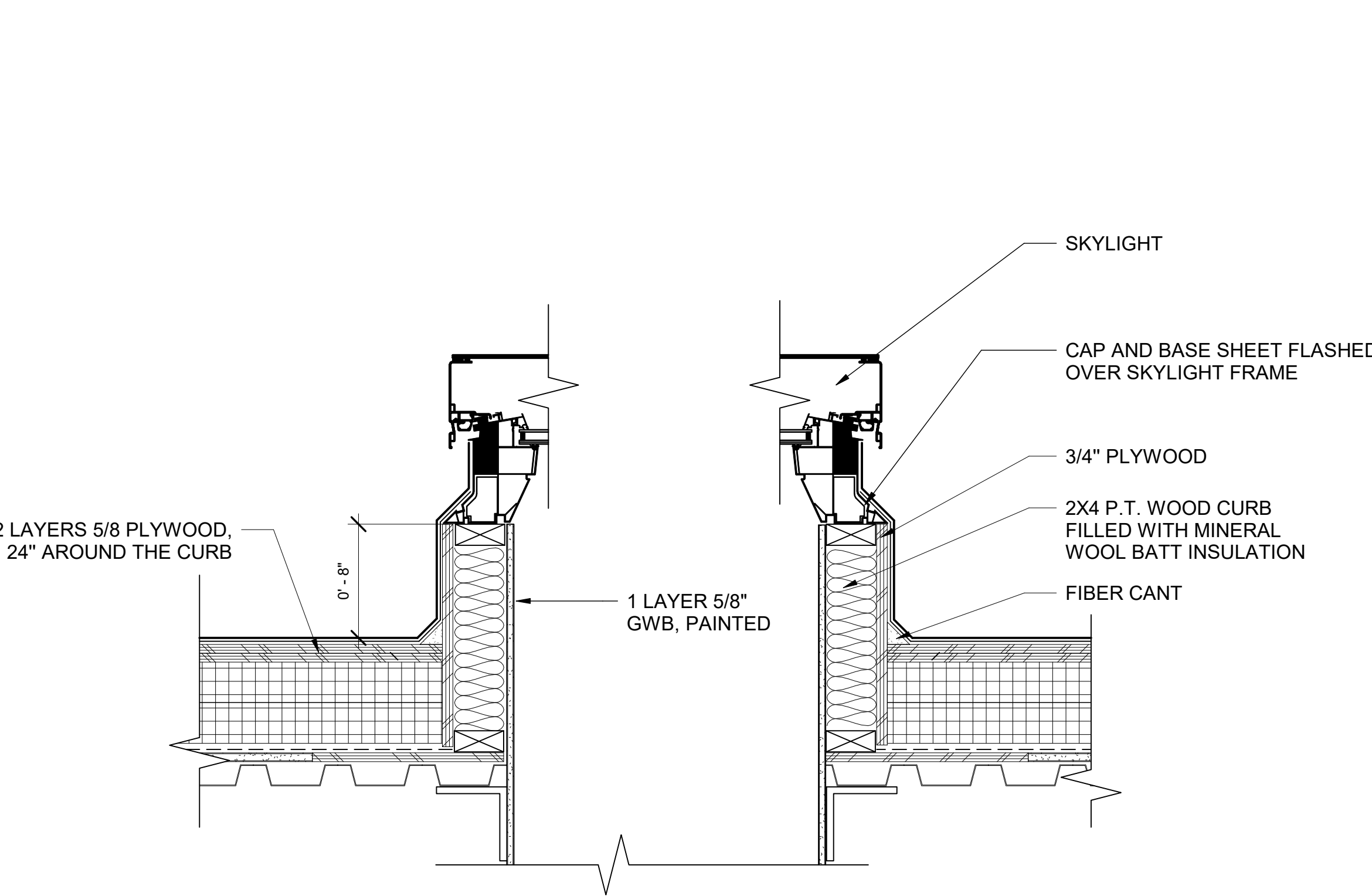
4 ROOF DRAIN
 3" = 1'-0"



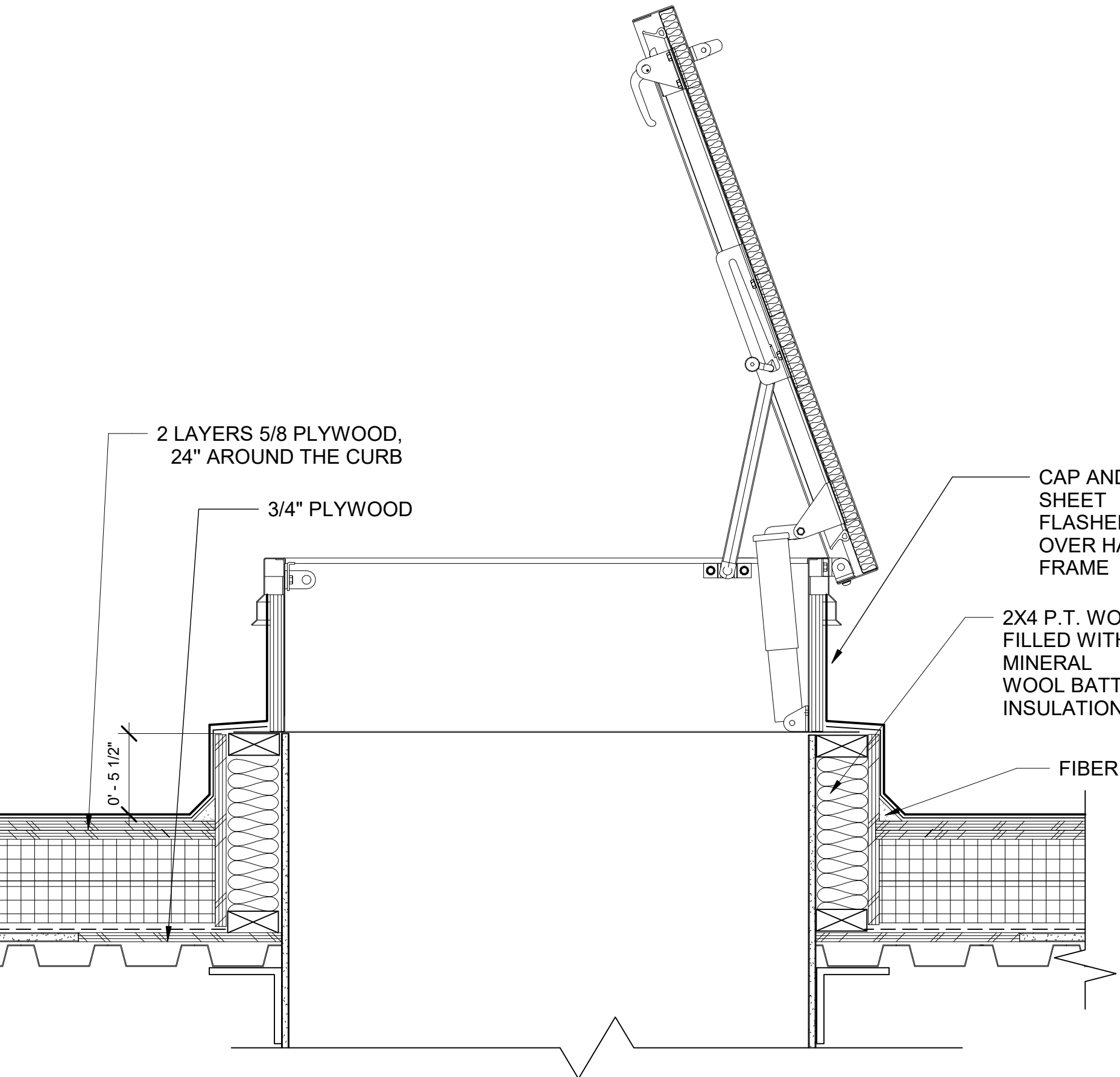
5 ROOF CURB BETWEEN A AND B EXISTING
 A100 1 1/2" = 1'-0"



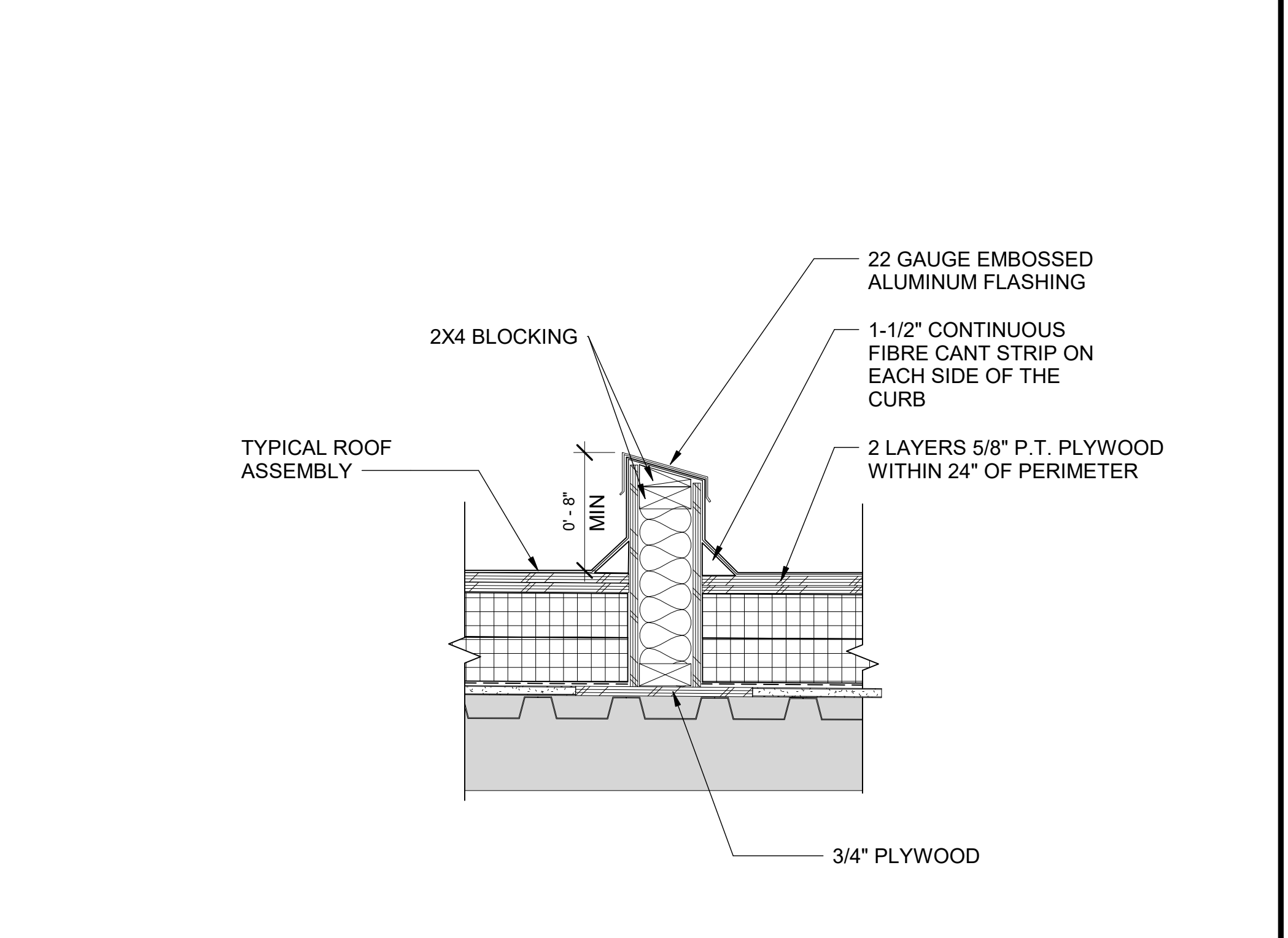
6 ROOF CURB BETWEEN A AND B
 A101 1 1/2" = 1'-0"



8 SKYLIGHT DETAIL
 1 1/2" = 1'-0"



9 ROOF HATCH DETAIL
 1 1/2" = 1'-0"



7 ROOF DIVIDER CURB DETAIL
 1 1/2" = 1'-0"



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