



119 Van Order Drive, Kingston, ON K7M 1B9 🏠 Fax (613) 546-9375 🏠 Phone (613) 546-5591 www.kfhc.ca

PUBLIC TENDER

PROJECT MANUAL

PT 26-04

LOCATION:	35 Eldon Hall Place Kingston, ON
WORK:	Grounds Improvement
PRE-BID MEETING:	Tuesday, March 24, 2026 10:00 a.m. Local Time 35 Eldon Hall Place, Unit E1 Kingston, ON
CLOSING:	Thursday, April 2, 2026 11:00:00 a.m. Local Time 119 Van Order Drive Kingston, ON

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Contractor Name and Address:

Closing Date Thursday, April 2, 2026
Time 11:00:00 a.m. Local Time
Description of Work Grounds Improvement
Address of Work 35 Eldon Hall Place Kingston, ON
Tender No. PT 26-04

PUBLIC TENDER BID ENVELOPE

DO NOT OPEN

Kingston & Frontenac Housing Corporation

119 Van Order Drive

KINGSTON, ON K7M 1B9

Attn: S. VanderSchoor

PLEASE PRINT THIS PAGE AND ATTACH IT TO YOUR BID SUBMISSION ENVELOPE

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NOTE:

Bidders must ensure that they receive all the contents listed above. Any omissions must be drawn to the attention of the Kingston & Frontenac Housing Corporation Office at least five (5) days prior to Bid Closing.

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No.	Drawing Title	Date
R1	Cover Page and General Notes	March, 2026
R1	Site Plan	March, 2026
R2	Sections and Details	March, 2026

END OF SECTION

1.0 **SPECIAL CONSIDERATION**

1.1 **Pre-Bid Questions & Responses**

1.1.1 Questions are to be submitted via email no later than 4:00 p.m. on Friday, March 27, 2026 to Scott VanderSchoor, Director of Assets & Development at Kingston & Frontenac Housing Corporation (KFHC) at svanderschoor@kfhc.ca AND copied to Garrett Perkins, Associate at RJC at gperkins@rjc.ca.

1.1.2 Responses will be provided by 4:00 p.m. on Monday, March 30, 2026, if not before.

1.2 **Public Tendering Protocol**

1.2.1 Submitted Bid Documents must include:

- Bid Form,
- Bid Security, and
- Appendix A.

END OF SECTION

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Scott VanderSchoor
Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9

**Re: PT 26-04
Grounds Improvement
35 Eldon Hall Place
Kingston, ON**

1.0 CONTRACT PRICE

.1 I/We _____
(Company Name)
having carefully examined the Bid Documents and visited the Project Site, and
having examined and complied with Section 00 10 00 Instruction to Bidders,
hereby offer to enter into a Contract to perform the Work required in the Bid
Documents for the **STIPULATED PRICE** of

_____ Dollars (\$ _____) + HST.

This Bid is firm, irrevocable and open to acceptance by the Owner for sixty (60)
days from the date of Bid Closing.

.2 The following amount of HST **will be added** to the above STIPULATED PRICE
\$ _____ **HST REGISTRATION NO.** _____.

.3 I/We agree to comply in all respects with the requirements set out in the Bid
Documents including **ADDENDA No.** _____ to **No.** _____ inclusive as issued
as supplements thereto. (If no addenda have been received, indicate 'NIL' in the
spaces provided).

.4 I/We agree to commence this work immediately upon being notified in writing to
do so by the Kingston & Frontenac Housing Corporation and that work will be
done on a continuous basis.

.5 I/We expressly warrant that the prices contained in my/our Bid, whether as unit
prices or lump sums are quoted in utmost good faith on my/our part without any
collusive arrangement or agreement with any other person or partnership or
corporation and that I/we are not party or privy to any deceit tending to mislead
the Owner into accepting my/our Bid as a truly competitive offer.

.6 I/We agree to complete all work required, acceptable to the Owner.

.7 I/We enclose a Bid Bond, certified cheque, bank draft or irrevocable letter of

credit in the amount of **\$18,000.00** payable to the Owner and valid for sixty (60) days from the date of Bid Closing.

.8 Tax Compliance Declaration

I/We hereby certify that _____
(name of company)

at the time of submitting this Bid, is in compliance with all tax statutes administered by the Ministry of Finance for Ontario and that in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payments have been made and maintained.

2.0 IDENTIFIED PRICE BREAKDOWN

The Owner reserves the right to add or delete any item(s) to be performed under this Contract before and/ or after the Contract is awarded without penalty. Any revisions to the submitted Contract Price as a result of these deletions are to be solely based on the unit prices (or lump sum prices) quoted by the Contractor for those items.

The following identified prices **are included** in the Stipulated Contract Price. The Contract Price shall include the total of all the separate Bid Form Items and shall include all work as described in these Documents.

.1 Contract Lump Sum Price Items

Where the items are indicated as Lump Sum (LS) and a quantity is indicated, this quantity is for guidance of the Contractor only. The Owners and Consultant assume no responsibility for the accuracy of this quantity. The Contractor shall confirm the actual quantities by site measurement prior to Bidding. No quantity measurement will be made and no adjustment to Lump Sum price will be made as a result of any quantity variation.

The Lump Sum (LS) amount for Mobilization, Miscellaneous Overheads, and Special Costs is to include the following:

- Cost of mobilization and demobilization
- Cost of traffic control barriers, hoarding, and signs as required
- Cost of protection of existing utilities as required
- Cost of any protection of the public not specifically described under any other pay item
- Cost of all permits (excluding building permit) , royalties, freight, and government duties.

The cost of all general site overheads not named above are to be distributed to the various pay items in a balanced manner.

.2 Contract Unit Price Items

Contract prices on the Bid Form indicated with an asterisk (*) will be calculated based on actual field measurement of the work performed and the unit cost of the item listed in the Bid Form. Quantities will be determined by the Consultant during the course of the work.

In the case of an item marked with an asterisk (*) where the quantity of work performed and/or material supplied by the Contractor is less than 80% of the Tender quantity, the Contractor may make a written request to the Owner for consideration for an allowance to compensate for the Contractor's losses in fixed costs. If the Owner considers that compensation is justified, it will be paid for at a rate equal to 10% of the unit price on the amount of the underrun that is less than 80% of the Tender quantity.

.3 Work Items Not Specified on Bid Form

The identified items listed on the Bid Form include all costs associated with that item. In the event that particular items are deleted from the Contract, the price for those items noted on the Bid Form represents the credit to the Contract. If there is an item or portion of the work that a bidder feels is not adequately covered in the separate bid items listed on the Bid Form, the Bidder shall identify that item and its associated cost separately as part of the Bid Form.

Item No.	Description	Contract Price
1.1	Bonding	LS \$ _____
1.2	General Requirements, Mobilization, Demobilization, Special Costs, etc.	LS \$ _____
1.3	Cleaning	
.1	Cleaning of the site and the disposal of all waste products and/or debris generated by the construction activity as well as any material present in the work area prior to commencement of the Work.	LS \$ _____

Item No.	Description	Contract Price
1.4	Building Demolition	
.1	Shore existing structure, remove brick wing wall between units J2 and J3 for reconstruction as shown on the Drawings. Store existing brick for re-use.	LS \$ _____
.2	Remove and dispose of shed, landscaping, asphalt sidewalks and granular base as shown on the Drawings.	LS \$ _____
1.5	Concrete Restoration	
.1	Supply and install new concrete sidewalk and base as shown on the Drawings.	LS \$ _____
1.6	Brick Masonry Repairs	
.1	Rebuild brick wing wall as shown on the Drawings.	LS \$ _____
.2	Supply and install new brick as required to replace damaged bricks during removal. Approx. 100 bricks @ _____/unit.	* \$ _____
.3	Remove granular material to expose masonry wing wall and foundation wall, supply and install new helical piles and backfill to grade. Contractor to submit stamped shop drawings by helical pile supplier.	LS \$ _____
1.7	Miscellaneous	
.1	Supply and install new trim, metal flashings, membrane and sealant as shown on the Drawings.	LS \$ _____
.2	Supply and install new hedges (2 rows) where indicated on the Drawings.	LS \$ _____

Item No.	Description	Contract Price
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1.8 Any additional item(s) not specified in Bid Form, which are specified in the Contract, that the Contractor would like to specifically designate in Bid Form.

- Indicate:
- Description of Work Item
 - Quantity (if applicable)
 - Unit Cost with '*'
 - Lump Sum Cost with 'LS'

.1		\$ _____
.2		\$ _____
.3		\$ _____
.4		\$ _____

CONTRACT PRICE \$ _____

HST (13%) \$ _____

CONTRACT PRICE INCLUDING HST \$ _____

3.0 ALTERNATE PRICES

.1 The following alternate prices apply to work not included in the tender amount, but which may be substituted by Owner for Work that is included. Alternate prices listed take into consideration and allow for changes and adjustments in other Work as required to form a complete and finished job. Alternate prices represent the amount to be added to or deducted from the Contract Price, should Owner accept the alternative. No price listed shall mean that there is no change in price. Owner reserves the right to accept or reject any or all alternative prices listed.

- .6 The following is a list of the sections of the Work which we propose to execute with our own forces:

SECTION	TITLE

5.0 AGREEMENT TO BOND

- .1 Attached is our agreement to provide performance bonds as requested in Bid Documents.
- .2 I/We agree to furnish Bonds in accordance with Section 00 10 00 Instructions to Bidders and the General Conditions of this contract within fourteen (14) days of Contract execution.

6.0 ACCEPTANCE

- .1 This Bid is irrevocably open to acceptance for a period of **sixty (60) days** from the date of Bid Closing and is promised in consideration of the amount of **\$18,000.00** (we attach a Bid Security) as per Section 00 03 00 Bid Form 1.7. Failure to enter into a Contract after Owner's acceptance of this Bid shall result in forfeiture of the Bid Security.
- .2 I/We agree to enter into a Contract with the Owners within five (5) days of written notification of acceptance of this Bid.
- .3 I/We understand and agree that this Bid may be adjusted in accordance with any or all of the separate or additional prices submitted herewith.
- .4 I/We understand that the submission of this Bid implies acceptance of the existing conditions at the site.
- .5 I/We understand that the lowest or any tender will not be necessarily be accepted and that selected items may be deleted from the Project as represented in the Bid Form.

- .6 I/We understand that the Owner reserves the right to waive minor defects or irregularities in the Bid Submission.
- .7 I/We understand that the Owner may withhold total and partial payment to cover third party liability claims as outlined in the Tender Documents.
- .8 I/We agree to staff on-site activity on _____, 2026. I/We agree to complete the Work by _____, 2026, as outlined in the Specifications, providing for a six (6) week total construction schedule.
- .9 I/We understand that Contract time is of the essence and that any improvements to the schedule submitted with our Bid will be considered prior to the Award of the Contract. I/We therefore submit the following improvement to the completion date indicated in the Tender Package for consideration in evaluating our Bid **PT 26-04**.

7.0 BIDDER'S SIGNATURE AND COMPANY SEAL

SIGNED AND SEALED * this _____ day of _____, 2026.

Print full name

Contractor: _____

Signing Officer: _____

Address: _____

WSIB Account Number: _____

City: _____

Postal Code: _____

Telephone No: _____

Email: _____

Signature: _____

Printed Signature: _____

Title: _____

Email Address: _____

NOTE: BIDDERS ARE ADVISED THAT FAILURE TO COMPLETE THIS FORM WILL CAUSE DISQUALIFICATION.

* Affix Corporate Seal (if applicable).

END OF SECTION

Bond No. _____ Project No. _____

Amount \$ _____

Know All Men By These Presents, that _____

As Principal, hereinafter called the Principal, and _____

_____ as Surety, hereinafter called the Surety, are held and firmly bound unto Kingston & Frontenac Housing Corporation as Obligee, in the amount of _____

_____ Dollars (\$ _____) lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a written proposal, (or Tender) to the Obligee dated the ____ day of _____, _____, for _____

Now Therefore The Condition Of This Obligation in such that if the aforesaid Principal shall have the Tender accepted within sixty (60) days from the Closing Date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal Contract and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and amount for which the Obligee legally contracts with another party to perform the Work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six months from the date of this Bond.

The Testimony Whereof, the Principal has hereunto set its had and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its duly authorized officers, this ____ day of _____, _____.

Signed, Sealed and Delivered

in the Presence of:

Principal

Surety

END OF SECTION

Page left blank intentionally.

No.(the “**Bond**”) Bond Amount \$

.....
(name of the contractor*)

as a principal, hereinafter [collectively] called the “**Contractor**”, and

.....
(name of the surety company**)

.....
a corporation created and existing under the laws of
(place of incorporation)

as a surety, and duly authorized to transact the business of Suretyship in the Province of Ontario and hereinafter called the “**Surety**”, are held and firmly bound unto Kingston & Frontenac Housing Corporation as obligee, hereinafter called the “**Owner**”, in the amount of \$

(Bond Amount in figures)

hereinafter called the “**Bond Amount**”, for the payment of which sum the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally in accordance with the provisions of this Bond (the “**Obligation**”).

WHEREAS the Contractor has entered into a written contract with the Owner dated theday ofin the yearfor

(name of month)

(title or description of the contract)

(the “**Original Contract**”) and, for the purpose of specifying the conditions of the Obligation, this contract together with amendments made in accordance with its terms are by reference made part hereof and are hereinafter referred to collectively as the “**Contract**”;

NOW THEREFORE the condition of this Obligation is such that if the Contractor shall promptly and faithfully perform the Contract then this Obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following terms and conditions:

1.0 WRITTEN NOTICE

- .1 The Owner may make a written demand on the Surety in accordance with this Bond, by giving notice to the Surety substantially in the form Schedule A (the “**Notice**”), shared when necessary. Except for a Pre-Notice Meeting in accordance with Section 2.1, the Surety shall have no obligation under this Bond until it receives a Notice.

- .2 Where the Surety includes two or more companies, the Notice may be delivered to the first listed Surety on behalf of all Sureties. The first listed Surety is hereby authorized to respond to the Notice on behalf of the Sureties, and the Owner is not required to give separate Notice to each Surety and is entitled to correspond with the first listed Surety on behalf of all Sureties.

2.0 PRE-NOTICE MEETING

- .1 The Owner may, at its sole discretion and acting reasonably, request a pre-Notice conference by notifying the Surety and the Contractor in writing that it is considering declaring the Contractor to be in default under the Contract (the "Pre-Notice Meeting"). This notice and request for a Pre-Notice Meeting by the Owner does not constitute a Notice under this Bond, nor under the Contract, nor is it a precondition to the giving of a Notice. Upon receipt of such request the Surety shall propose a face-to-face meeting, a telephone conference call or a meeting by any other form of electronic media between the Contractor, the Owner and the Surety to take place at a time and place mutually convenient for all parties within seven (7) business days (or such longer time as agreed by all parties) after the Surety's receipt of the Owner's request for a Pre-Notice Meeting in accordance with this Section. The Owner, the Contractor and the Surety shall make reasonable efforts to arrange and attend the Pre-Notice Meeting. In the event that the Owner delivers a Notice prior to the Pre-Notice Meeting, then the Pre-Notice is deemed to be retracted.
- .2 The purpose of a Pre-Notice Meeting is to allow the Owner, prior to exercising its other rights under this Bond, to express any concerns about the Contractor's performance pursuant to the Contract and to allow the Contractor to respond to such concerns. The participation of the parties in one or more Pre-Notice Meetings shall be without prejudice to their respective rights and obligations under the Contract, this Bond or applicable law, and neither the participation by any party in any Pre-Notice Meeting, nor any statement or position taken or information provided by any party during any Pre-Notice Meeting, may be relied on by any other party as a waiver or compromise of the rights or obligations of the Owner, the Surety or the Contractor under the Contract, this Bond or applicable law; including, but not limited to the Owner's right to declare the Contractor in default under the Contract and give Notice under this Bond.

3.0 SURETY'S INVESTIGATION AND RESPONSE

- .1 Upon receipt of a Notice from the Owner, the Surety shall promptly initiate an investigation of the Notice (the "**Investigation**"), using its best efforts, to determine if the Conditions Precedent have been satisfied and to determine its liability, if any, under the Bond.
-

- .2 Within the four (4) business days following receipt of the Notice, the Surety shall provide the Owner with an acknowledgement, substantially in the form set out as Schedule B (the “**Acknowledgement**”), identifying the date on which the Notice was received and requesting from the Owner the information and documentation (the “**Information**”) the Surety requires to continue the Investigation and, if necessary, request access to personnel who are knowledgeable about the circumstances of the Notice and to the Contract work site(s) where the work is being performed. Upon receipt of the Surety’s Acknowledgement, the Owner shall promptly, and in accordance with terms of the Contract, provide the Surety with the requested Information and access to personnel and the work site(s) within its possession or control.
- .3 The Surety shall within a reasonable time conduct the Investigation, but in any event no later than twenty (20) business days after receipt by the Surety of a Notice (or such longer period as may be agreed between the Surety and Owner), the Surety shall provide the Owner with its written response to the Notice, substantially in the form set out at Schedule C (the “**Surety’s Position**”), advising either that:
- a) The Surety accepts liability under the Bond and proposes to satisfy its Obligation by performing one of the options set out in Section 6.1; or
 - b) The Surety does not accept liability, providing its specific reasons; or
 - c) The Surety is unable to determine whether or not one or more of the Conditions Precedent has been satisfied and, in the Surety’s sole discretion, the Surety may propose a process for collaborating with the Owner in the advancement of the completion of the work so as to attempt to mitigate the Owner’s cost to complete the Contract.
- .4 The Surety shall also, if requested by the Owner to do so, meet with the Owner to discuss the status of the Investigation within five (5) days following receipt of the request. This meeting may take place via a face-to-face meeting, a telephone conference call or a meeting by any other form of electronic media as may be mutually agreed to by the Owner and Surety.

4.0 NECESSARY INTERIM WORK

- .1 Prior to and during the Investigation, if the Owner must take action which is necessary to:
- a) ensure public or worker safety,
 - b) preserve or protect the work under the Contract from deterioration or damage, or
 - c) comply with applicable law.
-

The Owner may, acting with due diligence and provided written notice is subsequently provided to the Surety within three (3) Business Days of the commencement of such Necessary Interim Work provided that:

- i. Owner shall allow the Surety and/or its consultant(s) reasonable access to the Contract work site(s) during the course of the Necessary Interim Work for the purpose of monitoring the progress of the Necessary Interim Work;
 - ii. any such Necessary Interim Work shall be undertaken without prejudice to the rights of the Owner, the Contractor or the Surety under the Contract, this Bond or applicable law; and
 - iii. the reasonable costs incurred by the Owner in undertaking such Necessary Interim Work (to the extent they are not deducted in the calculation of the Balance of Contract Price in Section 9.1) shall be reimbursed by the Surety, subject to the Surety's liability being subsequently established and subject to such expenses being covered by this Bond. Any payments made by the Surety in respect of the Necessary Interim Work shall reduce the Bond Amount by the amount of any such payments.
- .2 Nothing in this section is intended to limit the ability of an Owner to take whatever steps are reasonably necessary in the public interest.
- .3 Subject to the foregoing provisions in Section 4.1, the Surety shall not raise the mere fact that the Necessary Interim Work proceeded as a defence to any claim by the Owner hereunder.

5.0 POST-NOTICE CONFERENCE

- .1 Upon receipt of a Notice, the Surety shall propose a face-to-face meeting, telephone conference call or a meeting by any other form of electronic media (a "**Post-Notice Conference**") with the Owner at a mutually convenient time and place within five (5) business days (or such longer period as may be agreed between the Surety and Owner). The Contractor may participate in a Post-Notice Conference at the invitation of the Surety.
- .2 The purpose of the Post-Notice Conference shall be to determine what actions or work, if any, the Owner believes must be done while the Surety is conducting the Investigation in order to effectively mitigate the costs for which the Owner is seeking recovery under this Bond (the "**Mitigation Work**"). Mitigation Work may be performed after Necessary Interim Work and throughout the period of investigation by the Surety.

-
- .3 Provided the Owner provides reasonable evidence to the Surety that Mitigation Work is necessary during the Investigation and that the anticipated costs are reasonable, the Owner may proceed with the Mitigation Work subject to the following conditions:
 - a) Owner shall pay the reasonable costs of the Mitigation Work;
 - b) Owner shall keep separate records of all amounts related to the Mitigation Work for which it intends to seek recovery under this Bond, including amounts to be set off against the Balance of Contract Price;
 - c) Owner shall allow the Surety and/or its consultant(s) reasonable access to the Contract work site(s) during the course of the Mitigation Work for the purpose of monitoring the progress of the Mitigation Work; and
 - d) the Mitigation Work shall be without prejudice to the rights or obligations of the Owner, the Contractor or the Surety under the Contract, this Bond or applicable law.
 - .4 If the Surety objects to any part of the Mitigation Work, including without limitation the Owner's proposed Mitigation Work contractor(s), scope of work, cost or method of work, it shall immediately advise the Owner in writing of its objections and the reasons therefor. The Owner may still proceed with the Mitigation Work and the Surety's objections will be addressed through negotiation with the Owner or at the trial of any action brought pursuant to this Bond.
 - .5 The reasonable costs incurred by the Owner in undertaking the Mitigation Work shall be reimbursed by the Surety, subject to the Surety's liability being subsequently established. Any payments made by the Surety in respect of the Mitigation Work shall form part of its Obligation under this Bond and shall reduce the Bond Amount by the amount of any such payments.
 - .6 For greater clarity, any Necessary Interim Work being performed by the Owner pursuant to Section 4 may continue to be performed pending an agreement, if any, as to the Mitigation Work.
 - .7 Subject to the foregoing provisions in this Section 5, the Surety shall not raise the mere fact that the Mitigation Work proceeded as a defence to any claim by the Owner hereunder.

6.0 SURETY'S OPTIONS

- .1 If the Surety has accepted liability pursuant to this Bond, the Surety shall promptly select and commence one of the following options:
 - a) remedy the default; or
 - b) complete the Contract in accordance with its terms and conditions; or
-

- c) obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions and, upon determination by the Owner and the Surety of the lowest responsible Bidder:
 - i. arrange for a Contract between such Bidder and the Owner; and
 - ii. make available as work progresses (even if there should be a default, or a succession of defaults, under the contract or contracts of completion, arranged under this paragraph) sufficient funds to complete the Contractor's obligations in accordance with the terms and conditions of the Contract including any applicable value-added taxes for which the Surety may be liable, less the Balance of Contract Price; or
 - d) pay the Owner the lesser of: (1) the Bond Amount, or (2) without duplication, the Owner's Direct Expenses plus the Owner's proposed cost of completion of the Contract and any applicable value-added taxes for which the Surety may be liable, less the Balance of Contract Price.
- .2 The option selected by the Surety is referred to in this Bond and the Schedules as the "**Surety Option**".

7.0 OWNER'S DIRECT EXPENSES

- .1 Where the Surety is liable under this Bond, then the Surety shall be liable for the following fees and expenses, without duplication (the "**Owner's Direct Expenses**"):
- a) reasonable professional fees incurred by the Owner to complete the Contract which are a direct result of the Contractor's default and which would not have been incurred but for the default of the Contractor;
 - b) reasonable external legal fees incurred by the Owner to complete the Contract, which are a direct result of the Contractor's default and which would not have been incurred but for the default of the Contractor, with the exception of legal fees incurred by the Owner in defending a claim or action by the Contractor, or incurred by the Owner in pursuing an action against the Contractor;
 - c) reasonable, miscellaneous and out-of-pocket expenses incurred by the Owner to complete the Contract which are a direct result of the default of the Contractor and which would not have been incurred but for the default of the Contractor;
 - d) direct costs incurred as a result of an extension of the duration of the supply of services or materials used or reasonably required for use in the performance of the Contract, which are a direct result of the default of the Contractor and which would not have been incurred but for the default of the Contractor;
-

- e) reasonable costs of the Necessary Interim Work;
 - f) reasonable costs of the Mitigation Work; and
 - g) any additional fees and expenses agreed to by the Obligee, the Principal and the Surety.
- .2 For the purpose of Section 7.1(d), the “direct costs” incurred are the reasonable costs of performing the Contract during the extended period of time, including costs related to the additional supply of services or materials (including equipment rentals), insurance and surety bond premiums, and costs resulting from seasonal conditions, that, but for the extension, would not have been incurred.
- .3 Subject to any agreement to the contrary, between the Obligee, the Principal and the Surety, the Surety shall not be liable under this Bond for:
- a) any liquidated damages under the Contract;
 - b) if no liquidated damages are specified in the Contract, any damages caused by delayed performance or non-performance of the Contractor, except as provided in Section 7.1(d); or
 - c) any indirect or consequential damages, including but not limited to costs of financing, extended financing, hedging arrangements, loss of or deferral of profit, productivity or opportunity, or head office overhead costs.
- .4 If the Surety is liable under this Bond then, at the Owner’s option, Owner’s Direct Expenses may be deducted by the Owner from the Balance of the Contract Price as defined hereinafter or will be promptly reimbursed by the Surety subject to the other terms, conditions and limitations of this Bond and will reduce the Bond Amount.

8.0 CONDITIONS PRECEDENT

- .1 The Surety shall have no liability or Obligations under this Bond unless all of the following conditions precedent (the “**Conditions Precedent**”) have been satisfied:
- a) The Contractor is, and is declared by the Owner to be, in default under the Contract;
 - b) The Owner has given such notice to the Contractor of a default of the Contractor, as may be required under the terms of the Contract;
 - c) The Owner has performed the Owner’s obligations under the Contract; and
 - d) The Owner has agreed to pay the Balance of Contract Price to the Surety or as directed by the Surety.
-

9.0 BALANCE OF CONTRACT PRICE

- .1 The term “**Balance of Contract Price**” means the total amount payable by the Owner to the Contractor under the Contract, including any adjustments to the price in accordance with the terms and conditions of the Contract, or other amounts to which the Contractor is entitled, reduced by any amounts deducted by the Owner for the Owner’s Direct Expenses under Section 7.4 and all valid and proper payments made to or on behalf of the Contractor under the Contract.
- .2 The Balance of Contract Price shall be used by the Owner to first mitigate against any potential loss to the Surety under this Bond and then under the Labour & Material Payment Bond, when necessary, and the Owner shall assert all rights and remedies available to the Owner to the Balance of Contract Price and make payment of the Balance of Contract Price as directed by the Surety.

10.0 LIMITATIONS ON THE SURETY’S LIABILITY

- .1 Notwithstanding anything to the contrary contained in this Bond or in the Contract, the Surety shall not be liable for a greater sum than the Bond Amount under any circumstances.
- .2 The Surety’s responsibility to the Owner under this Bond in respect of any Surety Option or Owner’s Direct Expenses shall not be greater than that of the Contractor under the Contract.

11.0 RIGHT OF ACTION

- .1 No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein, or the heirs, executors, administrators or successors of the Owner.

12.0 COMMENCEMENT OF ACTION

- .1 It is a condition of this Bond that any suit or action must be commenced before the expiration of two (2) years from the earlier of: (a) the date of substantial performance of the Contract as defined under the *Construction Act* (the “**Act**”); or (b) the date on which a Notice in respect of the default that is the subject of such suit or action is received by the Surety under this Bond.
- .2 The Owner, the Contractor and the Surety agree that any suit or action is to be made to a court of competent jurisdiction in Ontario and agree to submit to the jurisdiction of such court notwithstanding any terms to the contrary in the Contract.

13.0 COMMON LAW RIGHTS

- .1 The rights and obligations of the Owner, the Contractor, and the Surety under this Bond are in addition to their respective rights and obligations at common law and in equity.

14.0 APPLICABLE LAW

- .1 This Bond is governed by the laws of the Province of Ontario.

15.0 NOTICES

- .1 All notices under this Bond shall be delivered by registered mail, facsimile, or electronic mail at the addresses set out below, subject to any change of address in accordance with this Section. Any notice given by facsimile or electronic mail shall be deemed to have been received on the next business day or, if later, on the date actually received if the person to whom the notice was given establishes that he or she did not, acting in good faith, receive the notice until that later date. Any notice given by registered mail shall be deemed to have been received five (5) days after the date on which it was mailed, exclusive of Saturdays and holidays or, if later, on the date actually received if the person to whom the notice was mailed establishes that he or she did not, acting in good faith, receive the notice until that later date. A change of address for the Surety is publicly available on the Financial Services Commission of Ontario website (see: https://www5.fsco.gov.on.ca/Licensing/LicClass/eng/lic_companies_class.aspx). The address for the Owner or the Contractor may be changed by giving notice to the other parties setting out the new address in accordance with this Section.

The Surety:

[Surety corporate name]
[address]
[address]
[fax]
[email]

The Owner:

Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9
F 613-546-9375
svanderschoor@kfhc.ca

The Contractor:

[Contractor corporate name]
[address]
[address]
[fax]
[email]

16.0 HEADINGS FOR REFERENCE ONLY

- .1 The headings and references to them in this Bond are for convenience only, shall not constitute a part of this Bond, and shall not be taken into consideration in the interpretation of this Bond.

IN WITNESS WHEREOF, the Contractor and the Surety have Signed and Sealed this Bond this _____ day of _____ in the year _____.

[Contractor proper name]

Witnessed by:

By: _____

Name: _____

Name of Witness: _____

Title: _____

Address of Witness: _____

I have authority to bind the corporation.

[Surety corporate name]

By: _____

By: _____

Name: _____

Name: _____

Attorney-in-fact: _____

Attorney-in-fact: _____

* IF THERE ARE TWO OR MORE COMPANIES IN PARTNERSHIP OR JOINT VENTURE, JOINTLY AND SEVERALLY BOUND, INSERT THE NAME OF EACH PARTNER OR JOINT VENTURE PARTY, AND INSERT THE WORD "COLLECTIVELY" AFTER THE WORD "HEREINAFTER" IN THE FIRST LINE.

** IF THERE ARE TWO OR MORE SURETY COMPANIES, JOINTLY AND SEVERALLY BOUND, INSERT THE "[Name of the surety company], a corporation created and existing under the laws of [Place of incorporation]," FOR EACH SURETY, FOLLOWED BY "each as a surety and each duly authorized to transact the business of Suretyship in the Province of Ontario and hereinafter collectively called the "Surety"".

*** INSERT THE CROWN, A MUNICIPALITY OR A BROADER PUBLIC SECTOR ORGANIZATION, AS APPLICABLE, OR SUCH OTHER PARTY DEEMED TO BE THE OWNER UNDER THE ACT, AND ENTERING INTO THE PUBLIC CONTRACT WITH THE CONTRACTOR.

This document is FORM 32 PERFORMANCE BOND UNDER SECTION 85.1 OF THE ACT, The "Construction Act of Ontario" as created by the Province of Ontario and provided to Kingston & Frontenac Housing Corporation by Surety Association of Canada May 11, 2018.

END OF SECTION

1.0 GENERAL

1.1 Definitions

- .1 "Owner" means **Kingston & Frontenac Housing Corporation**.

1.2 Instructions

- .1 Before submitting a bid, Bidders shall:
 - .1 Examine and read the Bid Documents thoroughly.
 - .2 Examine the site and ascertain the extent and nature of all conditions, limitations, or building regulations affecting the performance of the Work. The site is open and available for review by the Bidders during normal business hours. Coordinate site access through the Director of Assets & Development. All dimensions are to be confirmed by on-site measurement by the Bidder.
 - .3 Confirm all utility services in the vicinity of the Work that will require protection and maintenance during the course of the Work.
 - .4 Consider the effect of regulatory requirements applicable to the Work.
 - .5 Study and correlate Bidder's observations with the Bid Documents.
 - .6 Immediately notify the Owner of all perceived omissions and discovered conflicts, errors and discrepancies in the Bid Documents.
 - .7 Be satisfied that Bidder understands the Bid Documents and is competent to undertake and complete the Work.
 - .2 Bid shall include cost of all permits required (excluding the building permit), royalties, freight, government duties and taxes where applicable.
 - .3 The Owner will obtain and pay for the Municipal Building Permit when required by the Ontario Building Code.
 - .4 In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.
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- .5 The Owner reserves the right to add or delete items to be performed under this Contract before and after the Contract is awarded without any penalty. Any revisions to the submitted Contract Price as a result of these deletions are to be solely based on the unit prices (or lump sum prices) quoted by the Bidder for those items.
- .6 The Bidder shall not engage in collusion of any sort and, in particular, shall ensure that no person or other legal entity other than the Bidder has an interest in the Bidder's Bid. The Bidder shall prepare the Bid without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Bid for the same work.
- .7 It is the Bidder's responsibility to provide all labour, material, equipment and supervision to complete the repairs outlined in these Bid Documents taking into account all site conditions, schedule and noise restrictions, work area restrictions, protection requirements, accessibility restrictions, etc. No extras will be entertained for inconveniences after Award of the Contract.
- .8 Bidder shall read the Bid Documents in their entirety prior to bidding in order to be aware of all project requirements.
- .9 If the Bidder is a joint venture, each party to the venture must execute the Bid under seal in the manner appropriate to such party.

1.3 Form of Contract

- .1 The Owner will issue an Award Letter which shall be the basis for acceptance of the Bid by the Owner and Award of the Contract to the Contractor. The Award Letter will describe information required by the Owner; namely, Performance Security and Insurance Certificate requirements.
- .2 Upon receipt of the documents outlined in the Award Letter, a Purchase Order or Contract Order, as amended by Section 00 72 13 – General Conditions, will be raised by the Owner and issued to the Contractor.

1.4 Employment Equity

- .1 In accordance with the employment equity goals, the Owner encourages Bidders to take an active role in supporting and facilitating opportunities for employment equity designated groups.
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1.5 Site

- .1 The Work is to be performed at **Curtis Crescent, Kingston ON**, owned by Kingston & Frontenac Housing Corporation.

1.6 Owner and Owner's Representative

.1 The Owner is: Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9

.2 The Owner's Representative is: Scott VanderSchoor
Director of Assets & Development
613-546-5591 ext. 1560
svanderschoor@kfhc.ca

.3 The Consultant is: Read Jones Christoffersen Ltd. (RJC)
780 Midpark Drive, Suite 203
Kingston, ON K7M 7P6

.4 The Consultant's Representative is: Garrett Perkins
Associate
613-767-6936
gperkins@rjc.ca

.5 Any questions during the Bid Period shall be directed to the office of the Owner and the Consultant.

.6 Addenda will be issued in all cases where questions result in changes or clarification to Bid Documents.

1.7 Pre-Bid Closing Site Meeting

- .1 A **NON-MANDATORY** pre-bid closing site inspection and meeting will be held on site at **10:00 a.m. Local Time** on **Tuesday, March 24, 2026** for the benefit of all Bidders. Bidders should meet at **35 Elden Hall Place, Unit E1, Kingston, ON.**

1.8 Examination of Site

- .1 The onus shall be on the Bidder to investigate the Project Site and inform themselves before bidding of all physical and labour conditions and administrative practices prevailing at the project site.
- .2 The Bidder shall not claim at any time after the submission of their bid any misunderstanding of the terms and conditions of the Contract relating to the site conditions.
- .3 The Bidder shall make allowances as required for the installation of temporary services (heating and ventilators, etc.) into and out of the work area. No extra for this item will be entertained after Bids have closed.

1.9 Bid Submission

- .1 Completed Bid Forms together with the required Bid Security, Consents of Surety and all supplementary Bid Submission material shall be delivered to the office of the Owner in a sealed envelope no later than **Thursday, April 2, 2026 at 11:00:00 a.m. Local Time** and addressed as follows:

Confidential: Bid Submission
Bid For: Kingston & Frontenac Housing Corporation
119 Van Order Drive
Kingston, ON K7M 1B9

Attention: Scott VanderSchoor
Director of Assets & Development

Tender Number: PT 26-04
Tender Description: Grounds Improvement

- .2 Bidder's name shall be typed on the reverse side of the envelope.
- .3 Bids will be opened publicly at the office of the Owner.

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- .4 Using the Bid Form provided, the Bid shall be filled out in ink or typed, signed in longhand by a duly authorized company official, and sealed with the Bidder's corporate seal.
 - .5 The Bid Form shall not be altered and all spaces for information will be completed.
 - .6 The Owner may, after Bid Closing Time and before Contract Award, require any Bidder to submit, in a form prescribed by or acceptable to the Owner, supplementary information about any aspect of the Bidder's Bid that, in the Owner's opinion, is necessary for Bid evaluation purposes.
 - .7 Failure to fulfil the requirements of the Bid Documents will result in disqualification at the sole discretion of the Owner.
 - .8 Offers submitted after the specified time will be returned to the Bidder unopened.
 - .9 Verbal or electronically submitted information will not be accepted as part of the bid documents.
 - .10 Bidders must not submit the entire Tender Specification Documents with their Bid Submission Forms.

1.10 Bonding Requirements

- .1 A Bid deposit in the form of a certified cheque or Bid Bond made payable to the Owner in the amount of **\$18,000.00** shall accompany all Bids.
- .2 The Bidder shall provide the Owner with Performance Security as outlined in Section 00 72 13 – General Conditions 1.3, a Consent of Surety to provide these bonds shall accompany the Bid, if applicable.
- .3 All bonds shall name the Owner as obligee.
- .4 The amount must be as stipulated and valid for a period of sixty (60) days from the date of Bid Closing.
- .5 The cost of bonds is to be included in the Bid lump sum prices.

1.11 Sufficiency of Bid

- .1 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that:

- .1 The Bidder has complied with all Bid Requirements.
- .2 The Bidder is qualified and experienced to perform the Work in accordance with the Bid Documents.
- .3 The Bid is based upon performing the Work in accordance with the Bid Documents, without exception.
- .4 The price or prices stated in the Bid cover all the Bidder's obligations under the Contract and all matters and things necessary for the performance of the Work in accordance with the Bid Documents.

1.12 Bid Irregularities

- .1 At the discretion of the Owner, Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may be accepted or declared informal.
- .2 At the discretion of the Owner, Bids that fail to include or to comply with Bid Security, bonding or insurance requirements may be accepted or declared informal.
- .3 Informal Bids may or may not be considered at the sole discretion of the Owner.
- .4 The Owner may accept or waive a minor and inconsequential irregularity, or where practicable to do so, the Owner may, as a condition of Bid acceptance, request a Bidder to correct a minor and inconsequential irregularity with no change in Bid Price.
- .5 The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the Owner's sole discretion.
- .6 Discrepancies between words and figures will be resolved in favour of words.

1.13 Bid Withdrawal and Acceptance

- .1 The Owner reserves the right to reject any or all Bids as the interests of the Owner may require, without stating reasons therefore, and the lowest or any Bid will not necessarily be accepted.
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- .2 A Bidder who has already submitted a Bid may submit a further Bid at any time up to the official closing time. The last Bid that is received shall supersede and invalidate all previously submitted Bids by that Bidder for this Contract.
 - .3 A Bid may be withdrawn at any time before the Bid Closing Time, provided the request is in the form of a letter received at the office of the Owner before the Bid Closing Time.
 - .4 Withdrawn bids may be resubmitted in accordance with these bidding requirements providing the resubmitted Bid is received at the office of the Owner before the Bid Closing Time.
 - .5 A Bid may not be withdrawn at or after Bid Closing Time and shall be open to acceptance by the Owner until whichever of the following occurs first:
 - .1 Another Bidder has entered into a Contract with the Owner for performance of the Work.
 - .2 Sixty (60) days after the Bid Closing Time.
 - .6 The sixty (60) day acceptance period shall commence at midnight at the date of Bid Closing and shall terminate at midnight of the sixtieth (60th) day thereafter. If the sixtieth (60th) day falls on a statutory holiday, such day(s) shall be omitted from the computation.
 - .7 The sixty (60) day acceptance period may be extended at the Owner's request and subject to the Bidder's written agreement to the extension.
 - .8 If a Bidder withdraws his Bid after the Bid closing or if the Bidder does not provide Performance Security, Certificate of Liability Insurance or any other document required; the Owner may retain the Bid Security for its use.
 - .9 In the case of an error in addition, the number shown in 1.1 of the Contract Price of the Section 00 03 00 – Bid Form, shall be deemed to be the total Bid Price regardless of any other amount submitted by the Bidder.
 - .10 Evaluation of Bid

In evaluating the Bids, the Owner may consider any criteria, with such consideration to be exercised by the Owner in its sole discretion, including the following:
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- .1 The Contract Price as determined from the base Bid or from the alternate Bid.
 - .2 The Owner's authorized budget for the Work.
 - .3 The Contract Time.
 - .4 The Bidder's ability to effectively manage and perform the Work and work with other Subcontractors.
 - .5 The Bidder's understanding of the Work.
 - .6 The Bidder's Unit Prices, Allowances, and Separate Prices, if applicable.
 - .7 The Bidder's ability to present cost saving opportunities that may be appropriate and acceptable to the Consultant and the Owner.
 - .8 The Bidder's experience, competence and past performance in undertaking work similar to the Work, as well as that of its Subcontractors.
 - .9 The Bidder's financial strength and capability.
 - .10 The experience, qualifications and abilities of the Bidder's supervisory personnel.
 - .11 Aesthetic changes resulting from the Bidder's proposed approach to the Work.
 - .12 Other criteria which the Owner, in its sole discretion, may consider appropriate to its evaluation.
- .11 Acceptance of Bid
- .1 The lowest or any bid need not be accepted by the Owner. The Owner reserves the right to accept or reject any or all Bids at their sole discretion on any basis at any time without further explanation or to accept any Bids considered advantageous to the Owner.
 - .2 The Bidder acknowledges and agrees that the Owner will not be responsible for any costs, expenses, losses, damages or liabilities incurred by the Bidder as a result of or arising out of submitting a Bid for the proposed Contract, or due to the Owner's acceptance or non-acceptance of their Bid.
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- .3 The Owner may also elect not to proceed with the Project.
- .4 Where all other factors are equal, lowest price shall govern. Where all factors are equal, including price, the Buyer shall select the successful Vendor based on a coin toss, which shall be conducted in the presence of the tied Prospective Vendors should they wish to attend. Award shall then be made to the winner of the coin toss.
- .5 In the event that three or more tied or identical Bids remain following evaluation, the Buyer shall select the successful Vendor based on a lottery draw, which shall be conducted in the presence of the tied Prospective Vendors should they wish to attend. The Award shall then be made to the winner of the lottery.

1.14 Canadian Content

- .1 The Owner reserves the right to give preference to materials, products and equipment of Canadian origin and manufacture.

1.15 Addenda

- .1 Direct all questions in writing to the Owner.
 - .2 Answers to queries are only binding when confirmed by written Addenda.
 - .3 Clarifications requested by Bidders must be submitted in writing to the Owner no less than four (4) days before the date set for receipt of the Bids. Any reply will be in the form of an Addendum, a copy of which will be forwarded to known Bidders no less than two (2) days before the date set for receipt of the Bids.
 - .4 Addenda may be issued by the Owner during the Bid period. Any Addenda will be delivered by the Owner via e-mail or courier to all parties recorded by the Owner as having received the Bid Documents.
 - .5 All Addenda become part of the Bid and Contract Documents and the costs arising from any Addenda are to be included in the Bid Price.
 - .6 Each Bidder shall ascertain before Bid Submission that all Addenda issued by the Owner have been received and the Bidder shall indicate in the Bid Form the addendum number(s) of all Addendum received.
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1.16 Construction Schedule

- .1 Refer to schedule requirements outlined in Section 01 10 01 – General Requirements.
- .2 The Contractor will complete the work within the time specified in Section 01 10 01 – General Requirements 1.2.1.
- .3 TIME IS OF THE ESSENCE OF THE CONTRACT.

1.17 Qualifications

- .1 Persons of Bidders submitting Bids for this Project shall be actively engaged and experienced in the type of work required by these Bid Documents and the Bidder shall provide, on request, a statement of similar work performed by those persons.

END OF SECTION

1.0 GENERAL

1.1 Definitions

- .1 Whenever any of the following words or phrases are used in the contract, they shall have the meanings attributed to them, as follows:
 - .1 "Bid" means any Bid, Tender or Offer submitted by a Bidder pursuant to the Instructions to Bidders.
 - .2 "Owner" means **Kingston & Frontenac Housing Corporation**.
 - .3 "Contractor" means the person, firm or corporation identified on the Purchase Order or Contract Order responsible for the Work.
 - .4 "Contract Price" means the total price including tax the Owner has agreed to pay the Contractor for the Work stipulated in the Contract, and in any event shall not exceed the amount specified in the Purchase Order.
 - .6 "Business Day" means any day except a Saturday, Sunday or statutory holiday.
 - .7 "Building Code" means the Ontario Building Code (latest edition).
 - .8 "As detailed" means as shown on the drawings.
 - .9 "As specified" means as specified herein.
 - .10 "Provide" means supply and install.
 - .11 "Controlled" has the same meaning as in subsection 1 (5) of the Business Corporation Act.

1.2 Precedence of Documents and Interpretation

- .1 Whenever the words "shall" or "will" are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- .2 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- .3 The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.

The following documents all form part of the Contract:

- Instructions to Bidders
- Supplementary Conditions, if applicable
- General Conditions
- Bid Form
- Specifications with Appendices and Addenda
- Schedules
- Drawings
- Award Letter
- Purchase Order
- Contract Order

.4 In the event of conflict between documents, the following priorities shall apply:

- Documents of later date shall govern;
- Supplementary Conditions shall govern over General Conditions;
- General Conditions shall govern over Specifications;
- Specifications shall govern over Drawings;
- Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
- Drawings of larger scale shall govern over those of smaller scale of the same date.

1.3 Performance Security

.1 The Contractor shall provide Performance Security in favour of the Owner in order to secure the due and faithful performance of the Contract. Such performance security will be as follows:

- .1 A Performance Bond issued by a Surety Company acceptable to the Owner in an amount equal to 50% of the Contract Price including tax.
 - .2 If the Contract Price including tax is less than \$1,000,000, the bond alternative forms of security must be equivalent to **20%** of the Contract Price. In each case, the following alternate forms of security are acceptable:
 - .1 an irrevocable letter of credit, bank draft, or certified cheque; or
 - .2 bearer or negotiable Bonds of Dominion of Canada, Province of Ontario, or the Ontario Hydro Electric Power Commission (Bonds to be assessed at market not face value); or
 - .3 such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner.
-

- .4 For contracts under \$100,000 in value, the alternate forms of security are reduced to **10%** of the contract amount.
- .2 If the Contractor fails to meet these requirements within the time stipulated by the Award Letter, the Owner retains the right to terminate the contract and use the Bid Security towards damages.
- .3 Where Security is in the form of a Performance Bond, the document will be retained by the Owner for a period of two (2) years from the date of substantial completion, after which it will be returned to the Contractor.
- .4 Where alternate Security is provided, it will be returned to the Contractor ninety (90) days after completion of the Work and correction of all deficiencies.
- .5 Where deficiencies involve seasonal work which must be postponed, sufficient funds will be retained from the Contract amount to cover the cost of completing such deficiencies and the Performance Security returned to the Contractor. Where Contract funds are not available, the Performance Security may be reduced to the amount required to cover the correction of the deficiencies and the balance of the Security returned to the Contractor.

1.4 Insurance

- .1 Contractor must keep in force for the duration of the Contract Public Liability and Property Damage Insurance in an amount not less than \$2,000,000. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Subcontractors. Submit proof of same in the form of an Insurance Certificate which lists Kingston & Frontenac Housing Corporation as an additional insured but only with respect to the operations of the named insured. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.
- .2 If the Contractor fails to meet the requirements of this item within the time stipulated by the Award Letter, the Owner retains the right to terminate the Contract and use the Bid Security toward damages.

1.5 Workplace Safety & Insurance Board (WSIB)

- .1 Contractor will submit, evidence of compliance with all of the requirements of the Workplace Safety & Insurance Board (WSIB) of Ontario, including payments due thereunder. Such evidence must be furnished to the Owner before final payment is made.
-

1.6 Assignment of Contract or Proceeds of Contract

- .1 Contractor acknowledges that neither the Contract nor the proceeds thereof may be assigned without the written consent of the Owner.
- .2 Any Contract entered into is binding upon the parties, their heirs and successors, and permitted assigns.
3. The Contract cannot be assigned by the Contractor to any third party without the prior written consent of the Owner, which consent may be unilaterally withheld.

1.7 Taking The Work Out of the Contractors Hands

- .1 The Owner may, without any authorization, take all or part of the Work out of the Contractor's hands and may employ such means as it may see fit to complete the Work, including the use of Performance Security when applicable, in any of the following cases, namely:
 - .1 where the Contractor has made default or has delayed in commencing or in diligently executing the Work or any portion thereof to the satisfaction of the person designated on the Purchase Order/Contract Order, and the Owner has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) days after such notice was communicated.
 - .2 where the Contractor has made default in the completion of the Work, or any portion thereof, within the time limit for such completion by the Contract.
 - .3 where the Contractor has become insolvent.
 - .4 where the Contractor has committed an act of bankruptcy.
 - .5 where the Contractor has abandoned the Work.
 - .6 where the Contractor has made an assignment of the Contract without the required consent of the Owner; or
 - .7 where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
 - .2 Where the Work or any portion thereof has been taken out of the Contractor's hands, the Contractor will not be entitled to any further payment, including payments then due and payable but not paid, and the obligation of the Owner to make payments shall be at an end, and the
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Contractor shall be liable upon demand therefore to pay the Owner an amount equal to all loss and damage suffered by reason of the non-completion of the Work by the Contractor.

- .3 Where the Work or any portion thereof has been taken out of the Contractor's hands and that portion is subsequently completed by the Surety, or by the Owner, the Owner will determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the Work out of his hands that in the Owner's opinion is not required for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice will result, pay that amount to the Contractor.
- .4 The taking of the Work, or any portion thereof, out of the Contractor's hands does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon him by law, except the obligation to complete the physical execution of that portion of the Work so taken out of his hands.
- .5 The Owner may take the Work out of the Contractor's hands if a Construction Lien has been filed against the project and the Contractor does not take immediate steps to have the Lien removed.

1.8 Indemnification Claims

- .1 Contractor will indemnify and save harmless the Owner from all claims relating to labour and materials furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor in performing the Contract, or to an infringement or an alleged infringement by the Contractor of a patent of invention.

1.9 Subcontractors

- .1 On request, the Contractor will provide a complete and firm list of names and addresses of the Subcontractors whom he will use for the Work.
 - .2 Contractor agrees to:
 - .1 require his Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and;
 - .2 be fully responsible to the Owner for acts and omissions of his Subcontractors and of persons directly or indirectly employed by
-

them as for acts and omissions of persons directly employed by him. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all Subcontract Agreements.

- .3 nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

1.10 The Residential Tenancy Act

- .1 In accordance with the Residential Tenancy Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry not less than twenty-four (24) hours prior to the time of entry.
- .2 Contractor must schedule his work accordingly and shall advise the Owner not less than seventy-two (72) hours in advance of requested access to any residents' premises.

1.11 Laws, Notices, Permits and Fees

- .1 The laws of the municipality where the project is situated shall apply to the Work.
 - .2 Contractor will obtain all permits, licences and certificates and pay all fees required for the performance of the Work.
 - .3 The Owner will obtain and pay for **BUILDING PERMITS** when required.
 - .4 Contractor will not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of Tender Submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. Contractor must notify the Owner in writing requesting direction immediately on any such variance or change.
 - .5 If the Contractor fails to notify the Owner in writing and obtain its direction as required above and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.
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1.12 Ontario Labour Conditions and Regulations

- .1 Persons employed on the Work must be fully qualified to perform the Work required. The Contractor will comply with the provisions of the Government Contracts Hours and Wages Act, the Construction Lien Act, R.S.O. 1990, c. C.30 including all subsequent updates, and the Ontario Health and Safety Act & Regulations for Construction Project.
- .2 The Contractor shall comply with Ontario Regulation 644/88 including all subsequent updates - Workplace Hazardous Materials Information System (WHMIS) wherever and whenever controlled products are used within the scope and duration of this Contract.
- .3 The Contractor will be responsible to ensure that the Ontario Human Rights Code is adhered to by the Contractor and all of their employees and Subcontractors.

1.13 Toxic and Hazardous Substances

- .1 Prior to the Contractor commencing the Work, the Owner shall:
 - .1 take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
 - .2 provide the Contractor with written report indicating all toxic or hazardous substances of such findings.
- .2 If the Contractor:
 - .1 encounters toxic or hazardous substances at the Place of the Work, or
 - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the Place of the Work, the Contractor shall
 - .3 take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and
 - .4 immediately reports the circumstance to the Owner in writing.

1.14 Award Letter and Contract Order

- .1 The Owner will issue an Award Letter which shall be acceptance of the Bid and Award of the Contract to the Contractor. Award Letter will describe information required by the Owner namely Performance Security and Insurance Certificate.
-

- .2 Upon receipt of the above, a Contract Order will be raised.

1.15 Completion Date

- .1 The Contractor will complete the Work within the time specified in the Section 01 10 01 – General Requirements 1.2.1.
- .2 TIME IS OF THE ESSENCE OF THE CONTRACT.

END OF SECTION

1.0 GENERAL

Except as otherwise specifically stated, all obligations set out herein shall be on account of the Contractor and at the Contractor's sole expense.

1.1 Description of Work

It is the Contractor's responsibility to provide all labour, material, equipment and supervision to complete the Work outlined in this Specification, taking into account all site conditions, noise restriction, work area restrictions, protection requirements, accessibility restrictions, etc. No extras will be entertained for inconveniences after the Award of this Contract.

The Work includes, but is not necessarily limited to the following:

- .1 The installation and maintenance of site protection and construction signage around the area of work.
 - .2 Removal and disposal of existing concrete walks and granular base material.
 - .3 Removal and salvage of unit J3 brick masonry wing wall for reconstruction.
 - .4 Localized installation of new concrete walks including new granular base.
 - .5 Localized excavation of unit J3 wingwall footing, supply and installation of two helical piles and backfill to grade.
 - .6 Reconstruction of brick masonry wing wall at unit J3.
 - .7 Supply and installation of new trim, metal flashings, membrane and sealants to match existing at unit J3.
 - .8 Demolish, remove and dispose of existing shed and accessories.
 - .9 Repair all areas damaged by construction activity; specifically, the Contractor shall repair all damage resulting from the construction to the satisfaction of the Consultant including repainting of surfaces in accordance with these specifications, which have been damaged.
 - .10 Final cleaning of the structure, fixtures, piping, etc. and the disposal of all waste products and/or debris generated by the construction activity as well as any material present in the work area prior to the commencement of the work. The areas requiring cleaning shall consist of all areas affected by the Work.
-

1.2 Work Sequence

- .1 The Work areas will be available as specified by the Contractor in Section 00 03 00 – Bid Form, 6.8.
- .2 Time and all time limits stated within the Bid submittal and Contract Documents are of the essence of the Contract. Contractor shall perform work expeditiously with adequate forces to complete the Contract Work within the time specified.

1.3 Construction Schedule

- .1 In conjunction with and in a form acceptable to the Consultant and the Owner, provide within five (5) working days after Contract Award, a schedule indicating the phasing and procedures required to complete the Work within the submitted timeframe.
- .2 The construction schedule shall reflect completion of all work under the Contract within the specified time and in accordance with these Specifications.
- .3 The Contractor shall submit a revised schedule to the Owner/Consultant if, after commencing the Work, the schedule fails to reflect actual progress or the Contractor wishes to make a major change to their approach. The revised construction schedule must be submitted in advance of beginning a revised approach.

1.4 Contractor's Use of Site

- .1 The use of all equipment is to be restricted in accordance with noise by-laws as modified herein. Contractor has access to the work areas with quiet work proceeding around the clock if desired.
 - .2 Work will be carried out between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday. Work outside of these hours must be approved by the Owner.
 - .3 The Contractor has twenty-four (24) hour access to site; however, the use of the premises will be restricted due to user occupancy.
 - .4 The Contractor shall schedule their operation to minimize the interruption of the normal use of the site and building and to comply with laws, ordinances, rules and regulations relating to Work.
 - .5 The building is to remain open and operational through the Contract. It is the Contractor's responsibility to ensure the building remains operational
-

and that areas outside those designated for closure remain available and safely accessible at all times.

- .6 Do not unreasonably encumber the Place of Work with materials or equipment. Construction related debris shall not be permitted to accumulate on site where visible to building users. Remove daily if necessary.
- .7 Do not overload the structure.
- .8 Do not close or obstruct or store materials in roadways, sidewalks or passageways without prior approval from the Owner. Do not interfere with safe passage to and from the building and adjacent public sidewalks and roads. Move stored products or equipment that interferes with building operations.
- .9 Take all precautions and provide all required protection to ensure the safety of the general public.
- .10 No storage of materials or equipment is allowed outside the designated work areas without the Owner's approval.
- .11 During transportation of materials or equipment through occupied areas, ensure the public, property, and finishes are protected from damage. All damage caused by the Contractor is to be repaired or rectified at the Contractor's expense.
- .12 Propane powered equipment is not permitted within interior areas.
- .13 Arrange all construction access into occupied areas with the Owner to allow the Owner to provide proper notice, where required.
- .14 Maintain work areas and the vicinity clean and tidy to the satisfaction of the Owner and Consultant.
- .15 The Contractor is to obtain and pay for all permits required for completion of the Work, excluding the Building Permit. Do not start construction until the Building Permit has been issued. Provide copies of all other permits to the Owner and Consultant and post on site where required.

1.5 Walkthrough Inspection of Site

- .1 Prior to start of Work, the Contractor and Owner will perform walk-through inspection of the site to determine existing conditions. Owner to pay for elevator service personnel during inspection if applicable.
-

- .2 The Contractor is to perform a thorough inspection of the site prior to the start of Work and provide a written notice to the Owner that details all damaged property as well as all items that appear to be of poor working order or appearance (i.e. signs, fixtures, dirt, etc.).
- .3 Upon receiving this notice, the Owner will review the validity of the items listed.
- .4 If written notice is not given within five (5) days of commencement of Work, it will be assumed that the Contractor has reviewed the site and has accepted the condition of the property as being free of damage.
- .5 Any damages not listed as part of the written notice of clause 1.5.2 above found after the completion of the Work will be the sole responsibility of the Contractor to rectify. These rectifications shall be completed in a timely and satisfactory manner.
- .6 The project will not be considered substantially performed if the cost to correct these outstanding deficiencies is greater than the limits outlined in the Construction Lien Act.

1.6 Temporary Field Offices and Sheds

- .1 Provide or construct work sheds for storage of tools, equipment and materials, which may be otherwise damaged by weather.
- .2 Maintain sheds in a clean and orderly condition to the Owner's satisfaction.
- .3 Provide suitable hardware and locks on doors to sheds to reasonably secure them and keep locked when unsupervised.
- .4 Relocate sheds as required by the progress of the Work. Remove sheds from the site when directed or when they are no longer required.

1.7 Electrical Power

- .1 Not available

1.8 Water Supply

- .1 Not available

1.9 Sanitary Facilities

- .1 Not available
-

1.10 Construction Signage

- .1 Provide all required signage necessary to protect the public from the construction and work area, control pedestrian and/or vehicular traffic flow, and to inform users that construction activity is in progress. Signage is to be of a professional quality and design to the Owner's satisfaction.

1.11 Protection of Work and Property

- .1 The Contractor shall take all reasonable precautions necessary to protect the Work and property from damage during performance of the Contract, and shall make good any damage to the Work or property caused by the Contractor or any of its Subcontractors.
 - .2 Ensure all property is protected from dust and damage. Interior areas that require access outside of working hours are to be cleaned at the end of each work shift to provide a functional environment for the user.
 - .3 Dust, dirt, construction debris, water and fumes from the Work must be contained so as not to affect areas that are to remain in operation outside of the designated work areas. Resulting damage caused by contamination is the responsibility of the Contractor.
 - .4 The Contractor is responsible for any damage to all property, mechanical equipment, motors, elevator equipment, fixtures, air intakes, etc., resulting from dust contamination from the Work.
 - .5 The Contractor shall completely enclose and ventilate the work areas (fresh air in and exhaust out) without allowing any dust to escape from the work area. The exhaust system must filter the dust out of the air before it is released into the atmosphere. All exhaust systems must be filtered and directed to the outside through ducting, which is to be installed in a manner acceptable to the Owner. Filters are to be cleaned and replaced regularly.
 - .6 Protection shall be provided for all entrance and exit-ways, floors, walls and all standing fixtures, air intakes and equipment rooms.
 - .7 Areas that are to be protected but still require access such as elevator lobbies and stairs will be hoarded using temporary vestibules. Pressurization to be adjusted by Contractor (by providing necessary fans) to prevent dust from entering these areas.
 - .8 Contractor shall patch and repair all finishes or painted surfaces damaged during the course of the Work. This includes surfaces damaged by tape, fasteners, or similar materials during hoarding and protection.
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- .9 Contractor shall not keep secure doors open for extended periods without the Owner's permission. Any resulting damage caused to building finishes or equipment, and any resulting property losses due to compromised building security, shall be the responsibility of the Contractor.

1.12 Construction Barriers and Enclosures

- .1 All work areas are to be completely enclosed by hoarding and protection and only accessible to the Contractor and Owner.
- .2 Contractor shall supply and construct hoarding, barriers and enclosures as indicated in these Specifications, on the drawings, and as directed by the Owner as the construction progresses.
- .3 Restrict access for unauthorized personnel by placing barricades or posting guards around areas of the Work. Unauthorized personnel shall mean the public and anyone not directly concerned with the execution, supervision or inspection.

1.13 Protection of Existing Exposed Facilities/Services

- .1 In general, no essential services such as electric power and domestic hot water supply are to be interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season. In all cases, previous arrangements are to be made and approval obtained from the Owner.
 - .2 The Contractor shall make allowance in the price to cover all costs of temporary removal and replacement and/or relocation of existing electrical wiring and hardware required for completion of the Work.
 - .3 All exposed conduit, fixtures, attached devices, wet sprinkler fire system plumbing, mechanical system components, louvers and ducts are to be protected or Contractor to correct damages at their own expense. Contractor to promptly report any damage to the Owner.
 - .4 Prior to commencing the Work, contact the Owner to locate all protective or alarm systems and sensors. All services shall be protected against damage or interruption. Provide Owner with forty-eight (48) hours minimum advance notice of any necessary interruption. All claims resulting from damage shall be the responsibility of the Contractor.
 - .5 The Contractor shall restore landscaping beds in the area of work to their original plantable state after the work is complete. The Owner will arrange to remove and store for replanting, all landscaping including plants, shrubs, trees, etc. impacted by the work.
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1.14 The Work, Work in Progress, Property and Persons

- .1 Protect the Work during construction from damage by weather.
- .2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns, etc. from any damages resulting from performing work on this Contract. Any damages to be repaired without cost to the Owner.
- .3 Protect new work from damages from any cause. All finished surfaces must be protected so that no marks or scratches mar the finished surfaces prior to acceptance of the work.
- .4 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.
- .5 Provide means for protecting occupied areas from water leakage between the removal and reinstallation of roofing systems, moisture barriers, sealants, etc.
- .6 Take reasonable and required measures, including those required by authorities having jurisdiction, to protect the public and those employed on the Work from bodily harm.
- .7 Comply with requirements of the Ontario Occupational Health and Safety Act and Regulations for Construction Projects.
- .8 The Contractor shall be prepared to provide respirators, dust protection, ear protection, hard hats, etc. for those employed by the Owner at the site.
- .9 Direct all Subcontractors to protect their own work, existing property, adjacent public and private property and work of other Sections from damage while working.

1.15 Location of Existing Utilities

- .1 The Contractor shall be responsible for arranging for the location of all existing utilities prior to construction and protection of it during construction.
 - .2 Use the electrical service and water service at the site only as directed by the Owner.
 - .3 Supply and pay for hoses, extension cords, special wiring or boxes as required.
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1.16 Fire Protection

Contractor will:

- .1 Take necessary precautions to eliminate fire hazards and to prevent damage to the Work, building materials, equipment and other property both public and private having to do with the Work. Inspect the Work at least once a week for this purpose.
- .2 Store and locate products and equipment packed in cardboard cartons, wood crates and other combustible containers in orderly and accessible manner. Place approved types of firefighting equipment in vicinity of products packed in this type of crate or carton until permanent fire protection and equipment are available.
- .3 Store no flammable products such as paint or fuel in the parking garage without the Owner's permission in writing.
- .4 Ensure tarpaulins to be fire-resistant.
- .5 Ensure open fires or burning of rubbish or debris are not permitted on site.

1.17 Overhead Protection

- .1 The Contractor shall erect and maintain pedestrian walkway including roof and side covers to protect the public and property from injury or damage.
 - .2 Minimum extent of overhead protection as designated on drawings.
 - .3 Minimum unobstructed overhead height of 2.4 metres. Minimum unobstructed width of at least 2 metre greater than the combined width or access doors and side lights at entrances. Minimum length shall provide protection for a clear distance of 10 metres horizontally from the nearest area of overhead work.
 - .4 Overhead protection shall be capable of supporting any load likely to be applied to it, and capable of supporting a load of at least 2.4 kN/m².
 - .5 Install and provide adequate temporary lighting within the entire length of the overhead protection. Type, quantity and attachment of light fixtures to be approved by Owner.
 - .6 Apply plywood panels to sides vertically flush and butt-jointed. Paint sides of plywood enclosures in colors selected by Owner, with one coat primer to CGSB 1-GP-59M and one coat exterior paint to CGSB 1-59M + Amdt-Aug-84.
-

- .7 All overhead protection and enclosures to be marked with safety signage.
- .8 All overhead enclosures and protection to be maintained daily, keeping them clean, orderly and graffiti free.
- .9 Remove temporary facilities from site promptly when directed by Owner.

1.18 Site Enclosures

- .1 The Contractor shall erect and maintain site enclosures to completely enclose the Work area, to protect the public and property from injury or damage.
- .2 All enclosures to be marked with safety signage.
- .3 All enclosures and protection to be maintained daily, keeping them clean, orderly and graffiti free.
- .4 Remove temporary facilities from site promptly when directed by Owner.

1.19 Work Site Safety – Contractor is “Prime Contractor”

- .1 The Contractor shall, for the purposes of the Ontario Occupational Health and Safety Act, and for the duration of the Work and Contract:
 - .1 Be designated as “Prime Contractor” pertaining to safety at the “Work site”.
 - .2 Do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with the Act and its regulations, as required, to ensure the health and safety of all persons at the “Work site”.
- .2 The Contractor shall direct all Subcontractors, workers and any other persons at the “Work site” on safety related matters, to the extent required to fulfill its “Prime Contractor” responsibilities pursuant to the Act.

1.20 Material and Equipment

- .1 Unless otherwise specified, Contractor shall provide, maintain and pay for all materials, tools, machinery, equipment, temporary facilities, controls and conveniences necessary for execution of the Work. All materials shall be new, of merchantable quality, and suitable for the intended purpose.
 - .2 Unless otherwise specified, comply with Manufacturer’s latest printed instructions for materials and installation methods. Notify the Consultant in
-

writing of any conflict between the Contract Documents and Manufacturer's instructions. Deliver, store and maintain packaged materials with Manufacturer's seals and labels intact.

1.21 Coordination

- .1 Co-operate with the Owner and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the Work.
- .2 The Contractor is responsible for coordination of Trades. Lines of demarcation between Contractor's work and Trades' work are solely the responsibility of the Contractor. The Owner assumes no responsibility for division of the Work or for any jurisdiction regarding such division.
- .3 Contractor is responsible for coordination with the Owner of all on-site activity as it affects the operation of the building.
- .4 The Contractor is to notify the Building Inspector at least 72 hours in advance for site review where a Building Permit is required to perform the Work. No work shall be covered or concealed until the Building Inspector has reviewed it, unless they have informed the Contractor that a site review will not be performed. Such review does not absolve the Contractor from their responsibility to perform the Work in accordance with the Contract Documents.

1.22 Waste Removal and Cleaning

- .1 The Contractor shall maintain the Place of the Work free from unsightly or hazardous accumulations of waste materials and rubbish and shall perform all required cleaning during the Work. Area of work to be cleaned and swept daily.
- .2 All wastes, which create hazardous conditions, must be removed from the premises daily.
- .3 Disposal of all waste products to be performed in strict accordance with the product Manufacturer's Material Safety Data Sheet, and in accordance with the provincial Waste Control Regulations. Drainage systems shall not be used to dispose of Project wastes and materials.
- .4 Ensure all moisture sensitive equipment (i.e. exposed electrical and mechanical systems, etc.) are removed or protected against moisture infiltration during washing and dust-generating activities.

- .5 Remove all construction-related grease, dust, dirt, stains, labels, fingerprints, over-spray and other foreign materials immediately prior to the Consultant's final review. Return all adjacent areas, equipment, duct work, etc. to the Owner in a dust-free condition. Leave site in a neat and tidy condition at completion of the Work.

1.23 Superintendence and Workmanship

- .1 The Contractor shall provide a full time on-site Superintendent that is responsible for the quality, control, organization, and coordination of all phases of the Work. The Superintendent shall be in attendance at all site meetings.
- .2 Superintendence shall be satisfactory to the Owner.
- .3 Superintendence shall be deemed unsatisfactory and changes or additions to superintendence can be demanded by the Owner when control, organization, or coordination of the Work is not adequate, the quality of the Work does not meet the Contract Document requirements, directions given in accordance with the Contract Documents are not followed, or progress is behind schedule.
- .4 Ensure that only experienced, skilled, and certified Tradesmen are employed.
- .5 Repair, replace or otherwise make good all unacceptable or defective work.

1.24 Administration of Project Meetings

- .1 The Contractor and Owner shall preside at meetings.
 - .1 A representative of the Contractor shall record the minutes, include significant proceedings and decisions, and identify "action by" parties.
 - .2 The Contractor shall reproduce and distribute copies of minutes to meeting participants, to affected parties not in attendance, and to the Owner.
- .2 The Contractor shall schedule and administer project meetings.
 - .1 Prepare agenda for meetings.

- .2 Distribute written notice of each unscheduled meeting three (3) days in advance of meeting date to Owner and relevant Subcontractors.
- .3 The Contractor shall provide physical space and make arrangements for meetings on site.
- .4 Representatives of Contractor, Subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the party each represents.

1.25 Pre-Construction Kick-Off Meeting

- .1 The Contractor will be notified by the Owner as to the time and place of the Pre-Construction Kick-Off Meeting to discuss and resolve administrative procedures and responsibilities.
 - .2 Senior representatives of the Owner, Contractor, major Subcontractors, and field inspectors will be in attendance.
 - .3 The Owner will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.
 - .4 The Owner will convene meetings during the term of the Contract, as agreed to at the Initial On-Site Meeting, or as necessary.
 - .5 Agenda to include the following:
 - .1 Appointment of official representative of participants in the Work.
 - .2 Schedule of work, progress scheduling.
 - .3 Shop drawings and schedule of shop drawing submissions.
 - .4 Requirements of temporary facilities, site signage, hoarding, dust protection, offices, storage sheds, utilities, fences.
 - .5 Delivery schedule of critical equipment.
 - .6 Site security.
 - .7 Contemplated change orders, change orders, procedures, approvals required, mark-up percentages permitted, time extensions, overtime, administrative requirements (GC).
 - .8 Take-over procedures, acceptance, warranties.
-

- .9 Monthly progress claims, administrative procedures, holdbacks (GC).
- .10 Appointment of inspection and testing agencies or firms.
- .11 Insurances, transcript of policies (GC).

1.26 Progress Meeting

- .1 During course of Work the Contractor shall schedule progress meetings every two weeks. Further progress meetings may be scheduled by the Contractor or Owner as required to expedite the Work.
 - .2 The Contractor, major Subcontractors involved in the Work, and Owner are to be in attendance.
 - .3 The Contractor shall notify parties minimum three (3) days prior to scheduled meetings of any changes to time or place.
 - .4 Agenda to include the following:
 - .1 Review, approval of minutes of previous meeting.
 - .2 Review of work progress since previous meeting.
 - .3 Field observations, problems which impede construction schedule, conflicts.
 - .4 Progress, schedule, during succeeding work period.
 - .5 Corrective measures and procedures to regain projected schedule.
 - .6 Revisions to construction schedule.
 - .7 Review of off-site fabrication delivery schedules.
 - .8 Review submittal schedules; expedite as required.
 - .9 Maintenance of quality standards.
 - .10 Pending changes and substitutions, Notices of Proposed Change, Change Orders.
 - .11 Review proposed changes for effect on construction schedule and on completion date.
 - .12 Other business.
-

2.0 PRODUCTS

Not applicable

3.0 EXECUTION

Not applicable

END OF SECTION

1.0 GENERAL

1.1 Contract Close-Out Procedure

.1 Contractor's Review

- .1 The Contractor and their Subcontractors shall conduct a review of the Work and correct all noted deficiencies.
- .2 The Contractor shall notify the Owner, in writing, of satisfactory completion of the "Contractor's Review" after the correction of all noted deficiencies and shall request an "Owner's Review".

.2 Owner's Review

- .1 The review team shall consist of the Owner and the Contractor. The Owner or their representative shall attend at their option.
- .2 The Owner will prepare a list of deficiencies noted during the "Owner's Review" and will issue the list to the Contractor.
- .3 The Owner will determine the value of work associated with any outstanding deficiencies noted during the Owner's Review. Payment of these retained funds will be withheld until the deficiencies have been rectified to the satisfaction of the Owner.
- .4 The Contractor shall correct all deficiencies indicated on the list in a timely and satisfactory manner.

.3 Final Review

- .1 The Contractor shall request a "Final Review" when the Contractor is satisfied that all deficiencies have been corrected. The request shall be made in writing.
- .2 The "Final Review" shall be conducted by the Owner and the Contractor.

.4 Certificate of Substantial Performance

- .1 The Contractor must submit a request in writing to the Owner for a Certificate of Substantial Performance.
 - .2 The Contractor shall comply with the following during Contract Close-Out:
-

- .1 The requirements of the Construction Lien Act.
- .2 The requirements of the Workers Compensation Act.
- .3 All other contractual requirements

.5 Total Performance

- .1 Immediately following the issuance of the Certificate of Substantial Performance, the Owner, in consultation with the Contractor, will establish a reasonable date for the "Total Performance of the Work".
- .2 The Contractor shall supply all guaranties and review certificates in accordance with the requirements of the Contract Documents prior to the date established for "Total Performance of the Work".

.6 Release of Holdback

- .1 The Lien Holdback amounts will be released pursuant to the Construction Lien Act.

2.0 PRODUCTS

Not applicable

3.0 EXECUTION

Not applicable

END OF SECTION

1.1 GENERAL

1.2 Payment and Holdbacks

- .1 For the purpose of the Construction Lien Act, R.S.O 1990, c. C.30, the Payment Certifier shall be the Owner, or any son the Owner may designate from time to time as required by the Construction Lien Act, R.S.O. 1990, c. C.30, who shall:
 - .1 Determine and certify Substantial Performance; and
 - .2 Determine completion.

1.3 Applications for Payment

- .1 The Contractor shall submit a detailed schedule of values for the various components of the Work in a form to the satisfaction of the Owner for review within ten (10) days of Award of Contract. This schedule of values shall form the basis by which progress draws are evaluated for completeness of the work performed.
- .2 Applications for payment on account may be made MONTHLY as the work progresses and submitted to the Kingston & Frontenac Housing Corporation.
- .3 Before tax totals, all applicable taxes and totals must be shown separately on all invoices.

1.4 Evidence of Publication

- .1 Upon completion of the work, the Payment Certifier will issue a Certificate of Substantial Performance. Contractor must then provide the Owner with evidence acceptable to it of publication. Holdback will be released on the sixtieth (60th) day from date of publication.

1.5 No Additional Payment for Increased Costs

- .1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the Work brought about by any increase or decrease in the cost of plant equipment, labour, materials or wage rates.
-

1.6 Deductions for Uncorrected Work

- .1 If in the opinion of the Payment Certifier, it is not expedient to correct defective work, or for work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the work as done and that called for by the Contract.

1.7 Warranty/Guaranty Period

- .1 The Contractor shall provide a one (1) year minimum warranty for all Work of the Contract.

1.8 Bonds

- .1 Bonding costs, including the expense of getting Bonds executed, shall be borne by the Contractor.
 - .2 Provide the Owner with the following Surety Bonds within fourteen (14) days after Contract Award:
 - .1 A Performance Bond to secure the due and proper performance by the Contractor of their obligations under the Contract in an amount equal to 50% of the Contract Price.
 - .1 The performance bonding period shall commence on the date of Contract execution and end two (2) years from date of Substantial Performance.
 - .3 If a Lien claim is filed against the title of the lands on which the Work or any part thereof is performed in relation to the Contract by an entity other than the Contractor, the Contractor is to provide a Lien Bond to remove the registered Lien claims and/ or certificates of action.
 - .4 Bonds are to be in favour of the Owner.
 - .5 Bonds are to name the Owner as Obligee. The Obligors are the Contractor and a Guarantee Surety Company unobjectionable to the Owner and not insolvent, bankrupt, in receivership or winding-up proceedings.
 - .6 Guarantee Surety Company is to be a properly licensed Surety company registered and duly authorized to transact the business of suretyship in the Province of Ontario.
-

2.0 PRODUCTS

Not applicable

3.1 EXECUTION

3.2 Remedial Work Under Guaranty/Warranty

- .1 The Contractor shall perform any required warranty repair work for the duration of the warranty period at no extra cost.
- .2 Notice will be provided to the Contractor during the warranty period within thirty (30) days of the discovery of any defect in the Work. The Contractor shall take necessary steps to protect the area against further damage immediately upon receipt of notice and shall take corrective action to make good any damage incurred. The Contractor shall schedule repair work with the Owner and shall make every attempt to make good the defects within three (3) weeks of notice.
- .3 Remedy is to be at no cost to the Owner and is to include all labour, material, equipment, and supervision necessary to make good defective areas of the Work and any damages incurred to obtain access to defective areas.
- .4 The Contractor must reimburse the Owner for any resulting assessment costs incurred to define the extent of the defect and for costs incurred to test the repaired defect to confirm acceptability of repairs.
- .5 The Contractor must reimburse the Owner for all associated costs incurred due to closure of the areas requiring repair under warranty.
- .6 Warranty periods for areas requiring repair are to be extended by the amount of time lapsed between issuance of notice and completion of remedial work. The warranty/guaranty period will then re-commence upon completion of the remedial work.
- .7 Warranties are not to be deemed to restrict any liability of the Contractor arising out of any applicable law.

END OF SECTION

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1.0 GENERAL

1.1 Work Included

.1 The Work shall include all demolition work as indicated on the drawing and described in this Section including, but not limited to, the following:

- .1 Remove and dispose of asphalt walkways as shown on the Drawings and as directed by the Consultant.
- .2 Shoring of surrounding structure and demolition of the brick wing wall as shown on the Drawings and as directed by the Consultant.
- .3 Removal and disposal of the existing shed as indicated on the Drawings. Protect slab to remain.

1.2 Reference Standards

- .1 All Referenced Standards are editions referenced in the Building Code or By-Law in effect at the Place of the Work. Standards not referenced by the Building Code or By-Law shall be the latest edition.
- .2 Ontario Building Code.
- .3 CSA S350 Code of Practice for the Safe Demolition of Structures.

1.3 Hazardous Materials

- .1 Removal of hazardous materials is to be in accordance with the regulations and authorities having jurisdiction.
- .2 It is the understanding of the Owner that there are no hazardous building materials present on the site to be demolished. If any other such materials are detected, the Contractor is to immediately notify the Owner so that the appropriate measures can be determined and implemented. Costs arising shall be extra to the Contract.

2.0 PRODUCTS

Not applicable.

3.0 EXECUTION

3.1 Examination

- .1 Examine drawings and specifications and visit site to ascertain the Work of this Contract.

3.2 Safety

- .1 Unless otherwise specified, carry out demolition work in accordance with CSA S350, Canadian Construction Safety Code, and requirements of Local Authorities.
- .2 Contractor is responsible for supplying, erecting, maintaining, and securing safety fence around site.
- .3 Provide and maintain temporary pedestrian access routes.
- .4 Provide all signage to direct pedestrian and vehicle traffic as required.

3.3 Protection

- .1 Prevent movement, settlement, or damage of adjacent structures, walks, paving, landscaping, or adjacent grades. Any damage to be corrected by Contractor. Provide shoring drawings sealed by a professional engineer for the support of the structure adjacent to the wing wall demolition.
- .2 Protect adjacent surfaces, claddings, windows, landscaping, etc. from damage by the demolition activities.
- .3 Make good all areas damaged by operations in connection with the Work.
- .4 Protect existing mechanical and electrical service lines in area of demolition. Post warning signs on electrical lines and equipment that must remain energized during period of demolition.
- .5 The Contractor is solely responsible for taking necessary precautions before demolition operations in accordance with CSA S350.

3.4 Salvage

- .1 All materials, equipment, etc. shall become the property of the Contractor and shall be removed from the site.

3.5 Demolition

- .1 Prior to start of any work under this Section, ensure that all mechanical and electrical equipment and services affected by the Work have been disconnected, re-routed, or properly protected.
- .2 The Contractor is solely responsible for taking all necessary precautions during demolition operations in accordance with CSA S350. Supply and install shoring where required.
- .3 In all cases, exercise all reasonable care during removal operations to avoid damaging items to be salvaged or reused.
- .4 Use only machines and tools that will cause minimum damage to remaining existing structure, pavement, etc.
- .5 Use of explosives on site is not permitted.
- .6 All equipment should be capable of efficiently demolishing the structure while maintaining all local and municipal noise by-laws and regulations. The use of hoe-ramming equipment will not be permitted.
- .7 Selling or burning materials on site is not permitted.
- .8 All sidewalks, streets, or other public property that has been damaged shall be restored to its original condition by the Contractor at no cost to the Owner.

3.6 Clean-Up

- .1 Promptly, as the work progresses, and on completion, clean-up and remove from the site all rubbish and surplus material.
- .2 Do not allow debris to enter municipal sewer system.

3.7 Preparation Before Demolition Operations

- .1 Visit site and examine the site and note all characteristics and features affecting the Work of this Section.
 - .2 Erect construction hoarding around site as identified in documents.
 - .3 The Contractor is solely responsible for taking all necessary precautions before demolition operations in accordance with CSA S350 (Clause 3.1).
-

- .4 The Contractor shall obtain and pay for all necessary permits and give all required notices in accordance with CSA S350 (Clause 3.1.2).
 - .1 Owner will obtain and pay for the building permit only.
- .5 Ensure all services, whether buried, built-in, or exposed, are properly identified as to position, type of service, size, and direction of flow.
- .6 All utilities and services to the building are to be disconnected and the costs of disconnection shall be included in the Contract.
 - .1 The Contractor shall arrange for the disconnection with all necessary utility companies and municipal authorities.
- .7 Note the condition of items to be turned over to the Owner and advise Consultant in writing of any defects or conditions that would affect their removal and re-use.
- .8 Prevent movement, settlement, or damage of elements of the existing adjacent building. Provide bracing, shoring, and supports as required.
- .9 In all cases, exercise all reasonable care during demolition to avoid damaging items to be salvaged, re-used, or items that are not part of the Scope of Work.
- .10 Seal off all work areas to prevent dust and debris from affecting operation of the building. Prevent public access to areas being demolished.
- .11 Tape and/or seal to provide protection to all mechanical and electrical services and all fire alarm and security devices still functioning adjacent to work areas to prevent damage resulting from dust, water, or impact.

3.8 Precautions During Demolition Operations

- .1 The Contractor is solely responsible for taking all necessary precautions during demolition operations in accordance with CSA S350 (Clause 3.2).
- .2 Burning of materials on site is not permitted.
- .3 In all cases, exercise all reasonable care during removal operation to avoid damaging items to be salvaged or re-used.
- .4 The Contractor shall remove from site and dispose of all hazardous materials and the cost is included in the Bid Price.

- .5 All sidewalks, streets, or other public property that has been damaged shall be restored to its original condition by the Contractor at no cost to the Owner.

3.9 Demolition Technology

- .1 The Contractor is solely responsible for all demolition technology in accordance with CSA S350 (Clause 4).

3.10 Waste Disposal

- .1 Dispose of waste products and materials in strict accordance with governing waste control regulations.
- .2 Existing drainage system is not to be used to dispose of project wastes and/or materials.
- .3 Store volatile wastes or materials in covered metal containers. Remove wastes that create hazardous conditions from premises daily.

END OF SECTION

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1.0 GENERAL

1.1 Work Included

- .1 Production, mixing, handling, testing, transporting, placement, and curing of cast-in-place concrete material.
- .2 Requirements for construction joints and slabs-on-grade.

1.2 Reference Standards

- .1 All referenced Standards are latest editions referenced by the Building Code in the Place of the Work, or latest editions if not referenced by Code.
- .2 Ontario Building Code
- .3 CSA A23.1/CSA A23.2 Concrete Materials and Methods of Concrete Construction / Test Methods and Standard Practices for Concrete
- .4 CSA A3000 Cementitious Materials Compendium
- .5 ASTM C1202 Standard Test Method for Electrical Indication of Concrete's Ability to Resist Chloride Ion Penetration
- .6 ACI 305R Guide to Hot Weather Concreting

1.3 Work Installed but Furnished by Others

- .1 Anchor bolts, hangers, sleeves, and other inserts for casting into concrete shall be supplied by applicable trades. Build in and / or set these items and assume full responsibility for correct positioning.

1.4 Submittals

- .1 Concrete Mix Design:
 - .1 The Contractor shall be responsible for mix designs per CSA A23.1 Table 11, Alternate 1. The minimum requirements are indicated on the Drawings.
 - .2 Submit proposed mix designs to the Consultant a minimum of two weeks prior to placement for review. Do not proceed with concrete placement until the Consultant's review is complete and the mix design is in conformance with specified requirements.
-

- .3 Concrete mix designs shall note concrete constituents by weight, the specified properties to be achieved, and the structural elements for which the mix is to be used.
- .4 Provide concrete to meet the minimum structural design requirements and the minimum durability requirements defined in CSA A23.1 or indicated on the Drawings. The most severe exposure requirement governs between the indicated design requirements and those outlined in CSA A23.1.
- .2 Curing Procedures:
 - .1 Submit proposed methods and details of concrete curing and provisions for weather protection to the Consultant for review.
- .3 Construction Joints:
 - .1 Submit planned locations and details of construction joints to the Consultant for review.

2.0 PRODUCTS

2.1 General

- .1 Cast-in-place concrete shall meet or exceed the minimum requirements outlined in the Reference Standards and the Contract Documents.

2.2 Materials

- .1 Concrete shall conform to the following requirements:
 - .1 Portland Cement: To CSA A3000.
 - .2 Aggregate: Natural stone to CSA A23.1.
 - .3 Water: Potable and to CSA A23.1.
 - .4 Air Entraining Agents: To CSA A3000.
 - .5 Chemical Admixtures: To CSA A3000. Calcium chloride is not permitted.
 - .6 Pozzolanic Mineral Admixtures: To CSA A3000.
 - .7 Silica Fume: To CSA A3000, Type U, with a minimum silicon dioxide content of 85%, a maximum silicon trioxide content of 1%, and a maximum ignition loss of 6%.
-

- .8 Superplasticizing Admixtures: To CSA A3000.
- .2 All concrete shall be normal weight except where specifically noted otherwise on the Contract Documents.
- .3 Chemical curing compounds, if permitted, shall conform to the specifications and shall be compatible with specified floor hardeners, covering adhesives and waterproofing.
- .4 Expansion joint filler material shall be asphalt impregnated fibreboard having a minimum of 12 mm thickness and shall be according to OPSS 1308, Type A.
- .5 Materials used for granular base shall be according to OPSS 1010.

2.3 Mix Design Requirements – Concrete Sidewalk

- .1 Normal weight “ready mixed” Portland cement concrete mixed in accordance with Section 4, Durability Requirements, Class of Exposure C-2 of CSA A23.1, with the following requirements:

	<u>Description</u>	<u>Requirements</u>
.1	Compressive Strength (28 days)	32 MPa minimum
.2	Air Content	5.0% to 8.0%
.3	Aggregate Size	20 mm
.4	Slump	
	- Prior to Superplasticizer	50 mm maximum ± 20 mm
	- After Superplasticizer	125 mm maximum ± 25 mm
.5	Water/Cementing Materials Ratio	0.45 maximum
.6	Cement Content	335 kg/m ³ minimum
.7	Cement – Type GU	Normal Portland Cement
.8	Concrete Density	Normal weight (2,360 kg/m ³)

- .2 Should the Contractor wish to employ superplasticizers to facilitate concrete placement, the Contractor must demonstrate to the satisfaction of the Consultant that such admixtures are non-chloride based and will have no deleterious effect on the durability or strength of the proposed concrete mix (i.e. freeze-thaw durability).

2.4 Mix Proportion

- .1 Concrete shall be homogeneous for all parts of the Work and, when hardened, shall have the required strength, resistance to deterioration, durability, abrasion resistance, water-tightness, appearance, and other specified properties.
- .2 The supplier shall proportion concrete mixes to meet the cement type, compressive strength, class of exposure, maximum aggregate size, slump, air content, and admixture requirements specified herein.
- .3 Proportioning mixing and delivery to the site shall meet the requirements of CSA A23.1.
- .4 Add dispersing agent to concrete according to manufacturer's recommendations.
- .5 Do not add calcium chloride to concrete.

3.0 EXECUTION

3.1 General

- .1 All phases of concrete work shall be in accordance with the standards unless otherwise specified herein or on the Drawings.
- .2 Work shall be undertaken by workers who are skilled and experienced in their trade.
- .3 Notify the Consultant at least 24 hours before concrete placement. No work is to proceed without such notification unless otherwise indicated by the Consultant in order to allow for proper coordination and review of the Work.

3.2 Granular Base

- .1 Refer to drawings for granular base widths, depths and compaction requirements.

3.3 Mixing and Placing

- .1 Concrete shall be machine mixed. Mixing and placing shall be in accordance with CSA A23.1.
 - .2 Pre-wet formwork prior to concrete placement. Ponding and standing water shall be removed from the formwork surface prior to concrete placement.
-

- .3 Convey concrete from the mixer to the place of deposit by methods that ensure the required concrete quality. Equipment for conveying concrete shall be of adequate size and design to ensure a practically continuous flow of concrete at the delivery end without separation of material.
- .4 Deposit concrete in the forms as nearly as practicable to its final position to avoid re-handling. Do not allow vertical free fall of materials to exceed 3 m utilizing special precautions that are approved by the Consultant.
- .5 Continuously deposit concrete throughout each division and place and work the concrete to produce a uniform texture.
- .6 Depositing shall be continuous until complete within each unit of operation approved by the Consultant, and shall be sufficiently rapid to ensure bonding of successive layers.
- .7 No concrete shall be placed later than 30 minutes after leaving the mixer. Re-tempered concrete is not permitted.
- .8 The time between batching and complete discharge shall not exceed 120 minutes.

3.4 Addition of Water

- .1 Addition of water shall conform to CSA A23.1.
- .2 Do not add water after the initial introduction of mixing water at the plant unless the measured slump tested at the onset of discharge is less than specified requirements and less than 60 minutes have elapsed from the time of batching. Water may only be added in this circumstance under the on-site direction of the producer's Quality Control Inspector. In no instance shall more than 16 L of water be added per cubic metre of concrete. The resulting concrete must satisfy specified requirements. The responsibility for the product will remain with the Contractor.
- .3 Concrete tested at the onset of discharge that has a slump less than specified requirements may be used as long as it is of such slump that, in the opinion of the Consultant, it can be placed and properly consolidated without the addition of any other water to the batch.

3.5 Compaction

- .1 All concrete shall be thoroughly consolidated by internal vibration during, and immediately after, depositing. Concrete shall be consolidated using sufficient vibrators of adequate size that are operated by competent workers who have been instructed in their use.

- .2 The use of vibrators to move concrete horizontally shall not be permitted.
- .3 Concrete shall be thoroughly worked around reinforcement, around embedded items, and into corners of forms eliminating all air or stone pockets that may cause honeycombing, pitting, or planes of weakness.

3.6 Curing

- .1 Concrete shall be cured using a membrane-curing compound applied according to OPSS 904.
- .2 For the purpose of membrane-curing application, the application rate shall be 0.2 l/m.
- .3 Apply curing compound evenly to form continuous film, in accordance with manufacturer's requirements.

3.7 Loading

- .1 Do not permit undue loading on new sidewalk by Contractor operations, materials, or equipment.

3.8 Construction Joints

- .1 Install tooled contraction joints after floating when concrete stiff, but still plastic, at intervals of 1500 mm.
- .2 Install expansion joints at intervals of 6000 mm.
- .3 When sidewalk adjacent to curb, make joints of curb and sidewalk coincide.

3.9 Tolerances

- .1 Tolerances shall conform to the more onerous requirements outlined in the standards or on the structural Drawings.
- .2 Float and trowel the concrete surfaces to produce a smooth surface that does not vary more than 3 mm under a 3 m long straight edge.

3.10 Finishing

- .1 Finish slab surfaces as follows:
 - .1 Curbs, sidewalks, and other pedestrian areas: Broom finish, non-slip surface.
-

- .2 All other surfaces: Steel trowel, unless noted otherwise.
- .2 Finished surfaces shall have gaps of 8 mm or less under a 3 m straight edge, unless noted otherwise. Only a single curvature is allowed within the 3 m distance.
- .3 All formed surfaces shall be treated in accordance with CSA A23.1 as a minimum.

3.11 Rejection of Defective Work

- .1 Test portions of the structure where concrete tests do not conform to the requirements of the Contract Documents, or where conditions cause doubt about the safety of the structure in accordance with CSA A23.1 and CSA A23.2. Such tests shall be made at the expense of the Contractor and to the satisfaction of the Consultant.
- .2 Replace or repair work where the Consultant deems that the material or workmanship fails to meet the requirements of the Contract Documents. This work shall be repaired to the approval of the Consultant at no additional cost to the Owner.

END OF SECTION

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1.0 GENERAL

1.1 Work Included

- .1 Replace clay brick wing wall for reinforced masonry, mortar and reinforcement, anchorage and accessories in quantities identified in Bid Documents.

1.2 Reference Standards

- .1 All referenced Standards are latest editions referenced by the Building Code in the Place of the Work, or latest editions if not referenced by Code.
- .2 Ontario Building Code
- .3 CSA S304 Design of Masonry Structures
- .4 CSA A370 Connectors for Masonry
- .5 CSA A371 Masonry Construction for Buildings
- .6 CSA A179 Mortar and Grout for Unit Masonry
- .7 CSA A165 CSA Standards on Concrete Masonry Units
- .8 CSA A82 Fired Masonry Brick Made from Clay or Shale
- .9 CSA G30.18 Carbon Steel Bars for Concrete Reinforcement
- .10 ASTM C216 Standard Specification for Facing Brick (Solid Masonry Units Made From Clay or Shale)
- .11 ASTM C652 Standard Specification for Hollow Brick (Hollow Masonry Units Made From Clay or Shale)
- .12 Technical Note No. 20, Cleaning Brick Masonry, Brick Industry Association (BIA).

1.3 Quality Assurance

- .1 Source Quality Control:
 - .1 Clay Brick Units: Prior to delivery, submit to Consultant letter from manufacturer attesting that the bricks comply with the specified grade, type, and class.

- .2 Field Quality Control:
 - .1 Employ only qualified experienced journeyperson masons for placing units. The execution of all phases of the work including mortar mixing is to be under the direct supervision of a journeyperson mason.
 - .2 Perform masonry work in accordance with CSA A371 except where specified otherwise.
 - .3 Perform masonry reinforcing and tying in accordance with CSA A371 and CSA S304 unless specified otherwise.
 - .4 Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience on projects of similar size and complexity.
 - .5 Use single masonry Contractor for all masonry work.

1.4 Existing Conditions

- .1 Before commencing masonry work, verify the site conditions will allow construction of masonry within required limitations for wall heights, wall thicknesses, openings, bond, anchorage, lateral support, and compressive strengths of masonry units and mortars.
 - .2 The Contractor shall make allowances in their bid for the removal and replacement of extra bricks around bricks to be replaced to facilitate installation. No extras shall be entertained after tender for the removal and reinstallation or any preparation work required to accommodate the replacement of damaged and/or deteriorated brick.
 - .3 Before commencing masonry work, investigate for evidence of previous repairs, cracks, moisture, and dampness beyond the area designated for replacement reporting any findings to the Consultant.
 - .4 The Contractor shall provide all required support to safely support all the loads.
 - .5 The decision to locally replace and repoint the existing masonry is based on the deteriorated wing wall. Immediately inform the Consultant should any other masonry deterioration be detected during the execution of the work that is unrelated to these defects.
 - .6 Study mortar pointing styles and develop a method for reproducing them, submit sample for review by the Consultant before starting work.
-

1.5 Alternatives

- .1 Obtain the Consultant's review before changing the manufacturer's brands or supply sources of mortar materials during the entire Contract or other methods of mixing mortar specified elsewhere in this specification.

1.6 Submittals

- .1 Submittals to be made in accordance with Section 01 10 01.
 - .2 Shop Drawings:
 - .1 Submit completed shop drawings for brick unit masonry prior to installation.
 - .2 Indicate sizes and sections of stone, layout, arrangements of joints and bonding, anchoring, dowelling, and cramping.
 - .3 Samples:
 - .1 Submit five brick samples of each brick specified. Colours and textures are to represent the full range of shading typically shipped in the specified colour. Any variations in texture are to be represented. Note that any variants beyond the accepted sample range, i.e. darker than the darkest sample, lighter than the palest sample, are not to be installed in the repair area. Colours are intended to match existing and be representative of the final installed product.
 - .4 Maintenance Data:
 - .1 Submit data covering the care, cleaning and maintenance of finishes for incorporation into maintenance manual.
 - .5 Provide 10 of each type and size of brick units.
 - .6 Supply in original cartons using cushioning materials between units. Attach label identifying:
 - .1 Project Name
 - .2 Description of Contents: name of manufacturer, trade name of product, generic description of contents.
-

1.7 Mock-Up

- .1 The mock-up is to be a minimum of 4'-0" x 4'-0" displaying coursing and mortar joint pointing using representative brick colour to match existing.
- .2 Allow 24 hours for review of mock-up by Consultant before proceeding with the remainder of the repair work and repointing. Revise the mock-up as directed by the Consultant.
- .3 Construct mock-up where directed. Modify the mock-up at no additional cost to the Contract as may be required to meet design and performance requirements.
- .4 When accepted by the Consultant, mock-up shall demonstrate the minimum standard for this work.
- .5 Mock-up may remain as finished part of the Work.
- .6 Submit proposed methods of curing to the Consultant for review, a minimum of two weeks prior to placement.

1.8 Delivery, Storage, and Handling

- .1 Deliver materials to job site in dry condition in manufacturer's original protective packaging and store on a dry level area.
 - .2 Keep materials dry until use. Store under waterproof cover on pallets or plank platforms held off ground by means of plank or timber skids.
 - .3 Handle and store all mortar materials to prevent contamination by foreign materials, and damage from freezing or excessively high temperature.
 - .4 Isolate masonry units from contact with ground and other materials until laid to prevent staining.
 - .5 Ensure that moisture content of brick masonry units is maintained within specified limits from time of shipment from plant to completion of Work.
 - .6 Cover masonry unit stockpiles when work is not in progress to prevent exposure to weather.
 - .7 Handle and store masonry units to prevent soiling and damage.
 - .8 Deliver products to the place on site or as directed by the Contractor, and to meet installation schedule.
-

- .9 If material is stored on suspended slabs, make sure the slab is not overloaded.
- .10 Stored bagged products, such as lime, cement, and metal accessories, in dry waterproof sheds.

1.9 Environmental Requirements

- .1 Comply with requirements of CSA A371.
- .2 Protect freshly laid masonry from drying too rapidly, by means of waterproof, non-staining coverings.
- .3 Maintain dry beds for masonry and use dry masonry units only. Do not wet masonry units in winter.
- .4 For masonry work which will be done below 5°C, measure temperatures of masonry material prior to use; maintain temperatures as close as possible for mortar batches; ensure mortar temperature on mortar boards does not exceed 50°C; use dry masonry units; lay masonry on unfrozen surfaces free from snow and ice; use windbreaks when laying masonry not protected by enclosures; provide a high-low registering thermometer where directed on site.
- .5 When mean air temperature will, over a 24-hour period, go below 5°C but not below 0°C, conduct masonry work as for normal temperatures except heat water or sand to produce mortar temperatures between 5°C and 50°C. Protect entire constructed masonry by enclosing within weatherproof membrane for 48 hours.
- .6 When mean air temperature will, over a 24-hour period, go below 0°C but not below -4°C, conduct masonry work as for normal temperatures except heat water and sand to produce mortar temperatures between 5°C and 50°C and maintain temperature of mortar boards above 0°C. Protect entire constructed masonry by enclosing within weatherproof membrane for 48 hours.
- .7 When mean air temperature is below -4°C, conduct laying of masonry in enclosures heated to maintain air temperature above 0°C. Conduct masonry work as for normal temperatures except heat water and sand to produce mortar temperatures between 5°C and 50°C and heat units if necessary so that temperature of units at time of laying is minimum -7°C. Maintain enclosure in position for 48 hours and maintain air temperature within enclosure at minimum 0°C.

- .8 When mean air temperature will, over a 24-hour period, go above 38°C (or 32°C with a 3.6 m/s wind), maintain mortar and grout at a temperature between 21°C and 49°C and limit spread of mortar bed to 1.22 m (4 ft.) Place units within one minute of spreading mortar. Provide shade and air breaks as required.

1.10 Protection

- .1 Brace brick walls as necessary to resist wind pressure and other lateral forces during construction.
- .2 Keep masonry dry using waterproof, non-staining coverings that extend over walls and down sides sufficient to protect walls from wind driven rain, until masonry work is completed and protected by flashings or other permanent construction. Ensure that coverings are secured to resist wind loads.
- .3 The Contractor shall maintain the stability and water tightness of the structure at all times.

1.11 Site Conditions for Mortar

- .1 Heat Materials as Follows: To produce mortar temperature between 5°C and 50°C.
 - .1 When air temperature is between 5°C and 0°C, heat either sand or water to produce specified mortar temperature.
 - .2 When air temperature is below 0°C, heat both sand and water to produce specified mortar temperature.
 - .3 Do not heat water or sand above 50°C.
- .2 Produce mortar batches subsequent to the first with a temperature variance of no more than 6°C.

1.12 Warranty

- .1 The Contractor shall submit a warranty of the work of this section covering a period of not less than two years from the date of Substantial Performance of the Contract. Substantial completion shall be determined by the Consultant and the Owner.
- .2 Defective work shall include, but is not limited to, cracking, crumbling, loss of adhesion, loss of cohesion, discolouration, premature deterioration, and out-of-plane movement.

2.0 PRODUCTS

2.1 Clay Brick Masonry Units

- .1 Hollow Clay Brick: To CSA A82 and as follows:
 - .1 To CSA A82, Type I(H).
 - .2 Nominal Size: To match existing.
 - .3 Core Orientation: Vertical.
 - .4 Finish of Exposed Faces: To match existing.
 - .5 Colour and Sheen: To match existing.

2.2 Horizontal Joint Reinforcement

- .1 Reinforcement that will also function as masonry connectors:
 - .1 Conventional Continuous Welded Ties/Reinforcing: To CSA A370, in ladder or truss configuration.
- .2 Reinforcement:
 - .1 Steel Wire: To CSA G30.18, hot dip galvanized.
 - .2 Continuous Welded Double Wire Welded Ladder or Truss Type: To CSA A370.
 - .3 Single Wire Type: 3.66 mm diameter.
- .3 For continuous welded ladder or truss type, provide:
 - .1 Widths to suit wall widths, and
 - .2 Prefabricated tee-shaped and 90° corner configurations for use at wall intersections and corners.

2.3 Masonry Connectors

- .1 Select any suitable conventional or non-conventional type as defined by CSA A370, and as follows:
 - .1 Corrosion Protection: Level II.
-

- .2 Maximum unsupported length of connectors in cavity shall not exceed that permitted by CSA A370 or recommended by connector manufacturer, whichever is the smaller dimension.
- .3 Connectors selected shall accommodate differential vertical movement of 10 mm between masonry veneer and structural backup.

2.4 Fasteners for Masonry Connectors

- .1 Design Criteria: Capable, when installed in specified substrates, of meeting requirements of CSA A370.
- .2 Corrosion Resistance: To requirements of CSA A370.
- .3 Screws: Steel, hex washer head, to suit substrate.
- .4 Inserts: Drilled-in, compression type .
- .5 Nails: Steel, spiral type, suitable for substrate.
- .6 Provide fastener types as follows:
 - .1 Steel Studs: Use screws.
 - .2 Structural Steel: Use screws.
 - .3 Masonry and Standard Aggregate Concrete: Inserts, screws, or nails.
 - .4 Concrete with Lightweight Aggregate: Inserts with adhesive.
 - .5 Wood Studs: Nails or screws.

2.5 Mortar Materials

- .1 Mortar Materials: To CSA A179.
 - .2 Portland Cement: To CSA A3000, Type 10.
 - .3 Hydrated Lime: To CSA A179, Type S.
 - .4 Mortar Colour Admixtures: Metallic oxide pigments. Colour will be selected by Consultant from manufacturer's standard range. Pigments shall not exceed 10-15% by weight of cement content.
 - .5 Mortar Aggregate: Washed, clean, sharp, free of organic materials, and conforming to CSA A82.56.
-

- .6 Water: Potable and free of deleterious matter, acids, and alkalis.
- .7 Admixtures for mortar shall not be used without written approval from Consultant.
- .8 Pointing Mortar: Premixed, to requirements of this Section, colour to match existing, all aggregate passing 1.18 mm sieve.

2.6 Mortar Mixing and Proportioning

- .1 Mix mortar in accordance with CSA A179, using maximum amount of water consistent with workability. Provide minimum compressive strength after 28 days of 5 MPa (Type N) mortar for all masonry construction.
- .2 Provide gauging equipment and ensure that shovel count is accurate.
- .3 Use mechanical mixer of one sack minimum capacity for large batches, mechanically mixing for not less than 3 minutes and not more than 5 minutes. Hand mixing may be used for small batches.
- .4 Use mortar within 1.5 hours of mixing when air temperature is 25°C or higher, and within 2.5 hours when air temperature is less than 25°C.
- .5 Do not use anti-freeze compounds to lower the freezing point of mortar.
- .6 Do not re-temper mortar.
- .7 For coloured mortar, mix coloured pigment with 10% to 15% dry cement by weight. Do not use same mixer for regular and coloured mortar.

2.7 Accessory Material

- .1 Control Joint Fillers: Preformed rubber, neoprene, or polyvinylchloride; size and profile to suit intended application.
- .2 Cavity Weeps/Vents: Preformed plastic or galvanized steel, 100 mm long.
- .3 Sheet Steel Base Flashing: As specified in Section 07 62 00.
- .4 Membrane Flashing: SBS modified sheet membrane minimum 1.0 mm thick self-adhering type.
 - .1 Blueskin TWF by Henry
 - .2 Or approved alternative.

- .5 Masonry Cleaning Compounds: Compatible with masonry unit, and acceptable to unit manufacturer for use on their product.

3.0 EXECUTION

3.1 Examination and Preparation

- .1 Examine work of other Sections upon which work of this Section is dependent. Should discrepancies be found that affect the proper performance of the work of this Section, do not commence work until such discrepancies have been resolved. Report any defects in writing to the Consultant.
 - .2 Visually review and sound all surfaces of the exterior wall zones identified in the Contract Documents to locate targeted repair areas and localized deteriorated brick masonry and masonry mortar joints.
 - .3 The Contractor shall sound, identify, and mark all masonry wall areas covered in the Contract that are deteriorated. The Contractor shall commence with repairs upon receipt of approval by the Consultant in writing.
 - .4 Establish all lines, levels, coursing, and ensure coordination with other trades as required.
 - .5 Provide waterproof protection over construction surfaces at mixing areas to prevent deposit of mortar and mortar materials on them.
 - .6 Ensure surfaces to receive new mortar are cleaned of all laitance, grease, oil, and previous mortar where required.
 - .7 No new mortar is to be applied until the surface preparation has been inspected and accepted by the Consultant.
 - .8 Ensure all damaged and/or deteriorated brick and mortar have been removed, including all dust and fragments.
 - .9 Remove any additional brick in good condition, as required to accommodate the installation of the new bricks. Bricks in good condition that are damaged during removal are to be replaced at no cost.
 - .10 The Contractor shall be responsible to replace all fixtures to original location and condition if removed to facilitate the required brick wall repairs.
 - .11 Protect adjacent finished materials from damage due to masonry work.
-

- .12 Seal and protect all openings, doors, windows, and adjacent areas to minimize the potential for damage and the spread of dust, water, or other materials into the building or adjacent sidewalks and properties.
- .13 Brace all openings to remain plumb.
- .14 Construct cavity walls using techniques that will minimize mortar dropping in cavity space. This may require the use of batten boards to catch mortar droppings. No mortar shall bridge cavity space or plug cavity vents at bottom of cavity.
- .15 Examine Contract Documents and coordinate installation of masonry with related sections so that this work can be performed with a minimum of cutting and patching.

3.2 Replacement of Mortar

- .1 The Contractor shall notify the Consultant in writing of any other mortar joint deterioration identified prior to commencing with any repair work. The Consultant shall provide written instructions to complete any repair work.
- .2 Tools used for cutting out of the mortar joints shall be narrower than the joint.
- .3 Cutting out of the joint shall be performed using:
 - .1 Handheld rotary saws or a grinder or wheel with a vacuum bag.
- .4 The joints shall be cleaned back for the full specified depth. All mortar shall be removed on the masonry surfaces to a square surface of existing mortar at the back of the joint.
- .5 All loose particles in the mortar joints shall be removed with compressed air and left open for review by the Consultant.
- .6 The depth of the raking shall be carried out to at least twice the width of the joint to a minimum depth of 1" (25 mm) measured from the face of the masonry unit and beyond the existing depth of repointing.
- .7 Consultant Review:
 - .1 The Contractor shall provide access, permit inspection, correct any defects, and obtain written comment of all raked joints prior to commencing with the pointing.

- .8 Where mortar is found to be defective beyond the specified raking depth, the Contractor shall continue raking until solid mortar is encountered. Remove all loose mortar, dirt, and other undesirable material.
 - .9 Be aware that additional raking beyond specified depths will be necessary and that voiding can be expected. Back pointing will be required at these locations prior to re-pointing.
 - .10 If masonry unseats or the bond is broken, remove the unit and reset in accordance with the work outlined in this section.
 - .11 The Contractor shall take all reasonable precautions in order to prevent damage to the masonry units resulting from the removal process.
 - .12 Such damage to the masonry includes, but is not limited to, the widening of the joints, nicks, gouges, and chipped or scratched surfaces from the cutting out tools due to improper workmanship.
 - .13 The Contractor shall replace or repair all damaged units to the satisfaction of the Consultant with no change in the Contract Price or schedule.
 - .14 Obtain the Consultant's written acceptance of raked out and back pointed work prior to commencing with the pointing operation.
 - .15 Immediately prior to pointing, thoroughly wet the joints in order to control absorption. Verify with environmental requirements. Prior to pointing, the joints should be wet, water shall be soaked into the masonry and mortar, but with no standing water.
 - .16 Fill all bed and head joints with pointing mortar; compact joints firmly to ensure positive adhesion to all inner surfaces.
 - .17 At initial set, finish neatly the joints to match the existing pointing style.
 - .18 Keep the work area clean; remove all droppings as the work proceeds, and again at the end of each day.
 - .19 Prevent the mortar from being placed or smeared onto the front face of the stone or masonry to minimize the potential for staining on the faces during the pointing.
 - .20 Cut out and replace all mortar joints that dry prematurely and are lighter than the surrounding joints and/or have shrinkage cracks.
-

3.3 Replacement of Brick Masonry Units

- .1 The Contractor shall maintain the stability and water tightness of the structure at all times.
 - .2 Rebuilding Areas of Brickwork:
 - .1 Meet or exceed requirements of CSA A371.
 - .2 Build masonry plumb, level, and true to line, with vertical joints in proper alignment.
 - .3 Lay masonry in running bond to meet specified requirements of CSA Standards, unless otherwise specified.
 - .4 Layout coursing and bond to achieve correct coursing heights, and continuity of bond above and below openings with minimum of cutting.
 - .5 Remove laitance, loose rust, scale, and other foreign materials from supporting bed surfaces to ensure bonding.
 - .6 Use only dry and unfrozen materials.
 - .7 Where mortar has started to harden at units requiring repositioning, remove and replace with fresh mortar.
 - .8 Joints:
 - .1 Make joints of uniform thickness with vertical joints plumb over each other.
 - .2 Form tooled concave joints wherever exposed to view, whether behind cabinets, fittings, and wall accessories.
 - .3 Ensure that no mortar protrudes from joints on wall surfaces to which insulation will be applied.
 - .9 Stop off horizontal runs of walls by racking back a half unit in each horizontal course. Do not tooth.
 - .10 Install special units as may be required to form corners, returns, offsets, reveals, and indents without cut ends being exposed and without losing bond pattern or module.
 - .11 Fit masonry closely against electrical and plumbing outlets so that collars, plates, and covers will overlap and conceal all cuts.
-

- .12 Use chipped and blemished units only where concealed. Do not use defective or broken units.
- .13 Distribute masonry units of varying textures to avoid spotty appearance over wall surfaces exposed to view. Do not use units that contrast too greatly with overall range. Remove masonry units of non-matching colour variation. Replace with conforming units at no additional cost to the Owner.
- .14 Where replacing in excess of four bricks in one area, install masonry ties to bond facing with back-up wythes of masonry.
- .15 The ties should be randomly installed in rebuilt areas except where areas are sufficiently large for the ties to be set every 12" horizontally and vertically with staggered centres.
- .16 Drill entry hole into the block backup and drive the tie into position in accordance with the Manufacturer's recommended embedment length and hole diameter.
- .17 Ensure that the ties are solidly set in the back-up wythe.

3.4 Tolerances

- .1 Comply with tolerances as required and recommended in CSA A371.

3.5 Installation of Masonry Connectors

- .1 Install masonry connectors in accordance with CSA A370.
- .2 Comply with fastener manufacturer's recommendations for edge distance in applicable substrates. Do not fasten into mortar joints of masonry backup.
- .3 Install top row of masonry connectors not more than one-half of typical tie spacing below top of veneer panels.
- .4 Ensure that connectors installed over or through sheathing are adequately fastened to studs or other structural framing.

3.6 Installation of Accessories

- .1 Control Joints: Install continuous control joint fillers as indicated on drawings.
 - .2 Expansion Joints: Kept free of mortar, ready to receive a back-up rod and sealant.
-

- .3 Cavity Vents:
 - .1 Install vents in vertical joints immediately over flashing and near tops of walls, in exterior wythes of cavity wall construction at 800 mm o.c. horizontally.
 - .2 Do not install vent tubes in control or expansion joints.

3.7 Adjustment and Cleaning

- .1 Point all voids in brick faces.
- .2 Cut out defective mortar joints and repoint.
- .3 Clean brick with brushes and as otherwise recommended by the supplier to remove mortar and stains.
- .4 Remove mortar droppings that adhere to the exposed face of a unit with a wooden paddle after being allowed to dry and harden. Remove remaining mortar with a stiff fibre brush.
- .5 Do not use wire brushes for cleaning.
- .6 Should specified cleaning methods be insufficient, proceed with other methods only with prior review and acceptance by Consultant.
- .7 Protect adjacent materials and Work from damage while cleaning.
- .8 Ensure that all efflorescence and mortar deposits are removed from surfaces.
- .9 Exercise particular care during construction to prevent mortar smears on the face of the brick masonry.
- .10 Remove efflorescent salts by dry brushing followed by flushing with clean water.

3.8 Cleanup

- .1 Remove all debris resulting from the work of this section.

END OF SECTION

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1.0 GENERAL

1.1 Work Included

- .1 Preparation of existing subgrade material and installation of new granular backfill material.

1.2 References

- .1 All referenced Standards are latest editions referenced by the Building Code in the Place of the Work, or latest editions if not referenced by Code.
- .2 Ontario Building Code
- .3 ASTM C117 Standard Test Method for Materials Finer than 75- μ m (No. 200) Sieve in Mineral Aggregates by Washing
- .4 ASTM C136/136M Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
- .5 CAN/CGSB-8.1-88 Sieves, Testing, Woven Wire, Inch Series (Withdrawn)
- .6 CAN/CGSB-8.2-M88 Sieves, Testing, Woven Wire, Metric Series (Withdrawn)
- .7 OPSS 501 Compacting
- .8 OPSS 1010 Aggregates - Base, Subbase, Select Subgrade, and Backfill Material

1.3 Submittals

- .1 Obtain certificates from suppliers that attest that supplied materials comply with Specifications and submit to Consultant.
- .2 Obtain copies of waybills for supplied granular backfill material and submit to Consultant at end of each workday.
- .3 Unit weight of supplied materials will be determined by average of three compaction tests conducted in the field or by using minimum specified weights and volume based on measured areas.

2.0 PRODUCTS

2.1 Materials

- .1 Gradations to be within specified limits when tested to ASTM C117 and ASTM C136/136M. Sieve sizes to CAN/CGSB-8.1 and/or CAN/CGSB-8.2.
- .2 Granular base to be Granular "A" to OPSS 1010. Inclusion of reclaimed asphalt pavement (RAP) and/or reclaimed concrete materials (RCM) will be at Consultant's discretion.
- .3 Granular subbase to be Granular "B" to OPSS 1010. Inclusion of reclaimed asphalt pavement (RAP) and/or reclaimed concrete materials (RCM) will be at Consultant's discretion.
- .4 Crushed stone or gravel shall consist of hard, durable, angular particles that are free from clay lumps, cementation, organic material, frozen material, and other deleterious materials.
- .5 Filter fabric to be suitable for intended use, as confirmed by Consultant.

3.0 EXECUTION

3.1 Surface Preparation Prior to Installation of New Material

- .1 Verify grade of items set in work area for conformance with required elevations before placing granular material. Prepare and compact subgrade prior to placing granular backfill material.
- .2 Allow for Consultant review of subgrade before placing granular backfill material.
- .3 Place granular backfill material only on clean unfrozen subgrade and backfill material that is free from snow and ice.
- .4 Place granular backfill material to compacted thicknesses indicated in Contract Documents. Do not place frozen material.
- .5 Place granular backfill in layers not exceeding 150 mm compacted thickness. Compact to density not less than 98% of maximum dry density (MDD) determined using standard proctor test.
- .6 Finished base surface to be within 10 mm of specified grade but not uniformly high or low. Where grades are not specified on Drawings, confirm requirements with Consultant and ensure slopes to drain.

- .7 Replace all damaged, deteriorated, and unsuitable sections of existing subgrade prior to placement of granular backfill material.

3.2 Compacting

- .1 Compact subgrade and granular backfill in accordance with the Ontario Provincial Standard Specifications, using proper equipment to achieve specified density, and complying with OPSS 501.
- .2 Compact subgrade and backfill material to a minimum of 98% of MDD as determined by the standard proctor test method.
- .3 Density is to be measured using a nuclear density gauge.
- .4 Finished surfaces to be to finished grades where indicated, or as directed by the Consultant, with slope to drains and catch basins.
- .5 Finished surfaces to be uniform, smooth, even, dense, and free from shallow areas, protrusions, and surplus backfill. Correct any irregularities that vary more than 6 mm in 3,050 mm (1/4" in 10'-0").

END OF SECTION

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WORK PERFORMANCE REFERENCE

NOTE:

- (1) Reference must be from persons or companies for whom you have performed work within the last twenty-four (24) months. Also reference must be for work of the same nature as that called for in the contract.
- (2) If you have performed work for Kingston & Frontenac Housing Corporation within the past forty-eight (48) months please use them as one of your references. Failure to do so may be cause for disqualification.

1. Name: _____
Address: _____
Telephone: _____

2. Name: _____
Address: _____
Telephone: _____

3. **BANK REFERENCE**

Name of Branch: _____
Address: _____
Telephone: _____

FIRM: _____

ADDRESS: _____

TELEPHONE: _____

Date

Signature

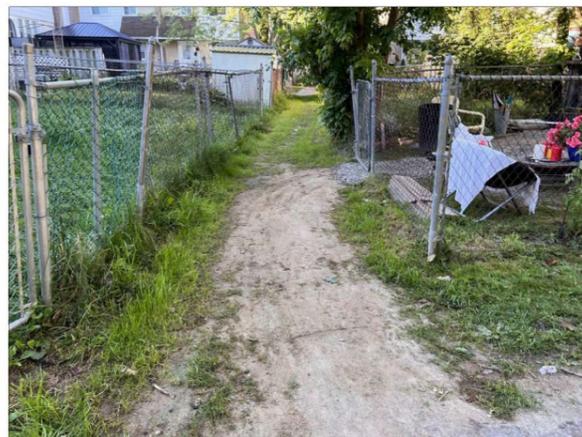
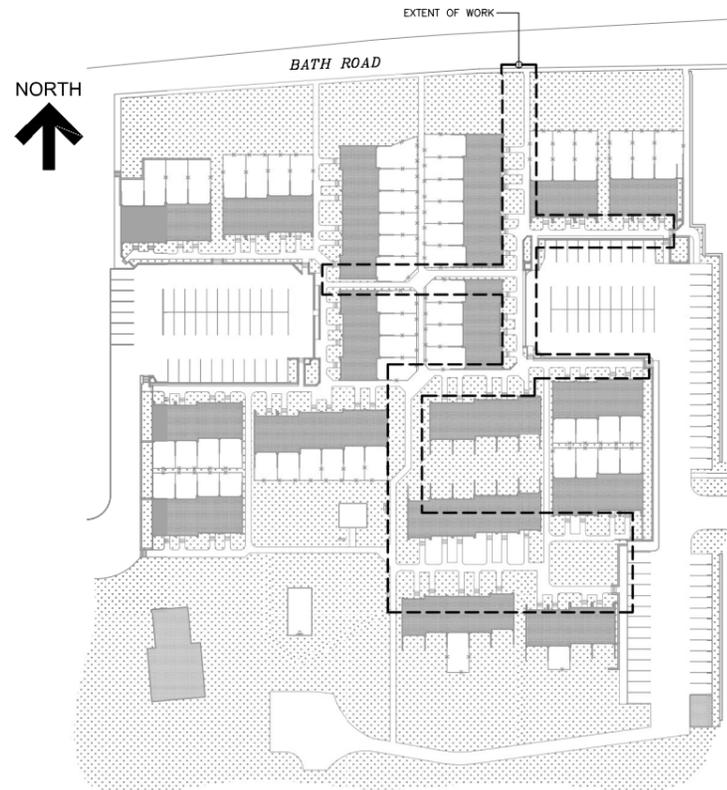
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1.0 Drawings

The drawings listed below will be included in the General Contractor/Owner agreement and will become part of the contract.

Drawing No.	Drawing Title	Date
	Cover Page and General Notes	March 2026
R1	Site Plan	March 2026
R2	Sections and Details	March 2026

END OF SECTION



ISSUED FOR CLIENT REVIEW - March 10, 2026



RJC PROJECT No. KIN.111100.0007

35 Eldon Hall Place and 55 Notch Hill Road

Kingston, Ontario

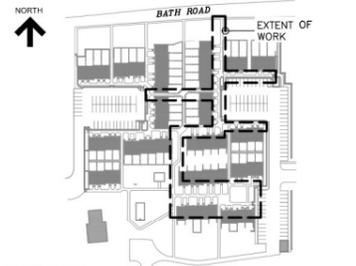
2026 SITE IMPROVEMENTS



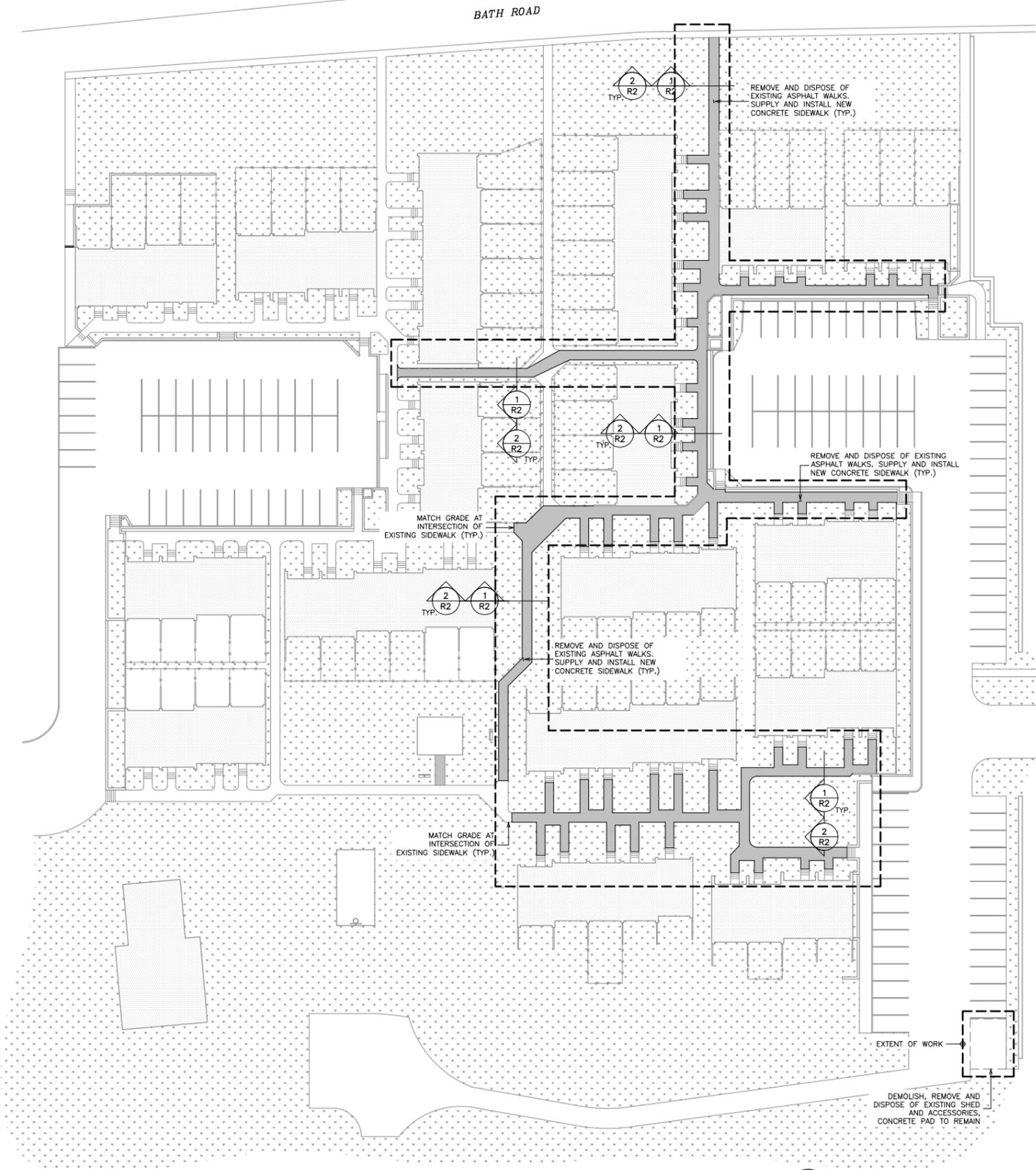
Read Jones Christoffersen Ltd.
Engineers
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780 Midpark Drive, Suite 203
Kingston, ON K7M 7P6 Canada
tel 613-767-6936
email kingston@rjc.ca

TORONTO · KITCHENER · KINGSTON · OTTAWA · MONTREAL
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PRINCE EDWARD ISLAND · LAS VEGAS

LIST OF DRAWINGS :	2.0 GENERAL SCOPE OF WORK :
COVER PAGE AND GENERAL NOTES R1 SITE PLAN, SECTIONS AND DETAILS R2 WING WALL RECONSTRUCTION DETAILS	1. THE INSTALLATION AND MAINTENANCE OF SITE PROTECTION AND CONSTRUCTION SIGNAGE AROUND THE AREA OF WORK. 2. REMOVAL AND DISPOSAL OF EXISTING ASPHALT WALKS AND GRANULAR BASE MATERIAL. 3. REMOVAL AND SALVAGE OF UNIT J3 BRICK MASONRY WING WALL FOR RECONSTRUCTION. 4. LOCALIZED INSTALLATION OF NEW CONCRETE WALKS INCLUDING NEW GRANULAR BASE. 5. LOCALIZED EXCAVATION OF UNIT J3 WINGWALL FOOTING, SUPPLY AND INSTALLATION OF TWO HELICAL PILES AND BACKFILL TO GRADE. 6. RECONSTRUCTION OF BRICK MASONRY WING WALL AT UNIT J3. 7. SUPPLY AND INSTALLATION OF NEW SIDING, METAL FLASHINGS, MEMBRANE AND SEALANTS TO MATCH EXISTING AT UNIT J3. 8. REPAIR ALL AREAS DAMAGED BY CONSTRUCTION ACTIVITY; SPECIFICALLY, THE CONTRACTOR SHALL REPAIR ALL DAMAGE RESULTING FROM THE CONSTRUCTION TO THE SATISFACTION OF THE CONSULTANT INCLUDING REPAINTING OF SURFACES IN ACCORDANCE WITH THESE SPECIFICATIONS, WHICH HAVE BEEN DAMAGED. 9. FINAL CLEANING OF THE STRUCTURE, FIXTURES, PIPING, ETC. AND THE DISPOSAL OF ALL WASTE PRODUCTS AND/OR DEBRIS GENERATED BY THE CONSTRUCTION ACTIVITY AS WELL AS ANY MATERIAL PRESENT IN THE WORK AREA PRIOR TO THE COMMENCEMENT OF THE WORK. THE AREAS REQUIRING CLEANING SHALL CONSIST OF ALL AREAS AFFECTED BY THE WORK.
1.0 GENERAL NOTES : (THESE NOTES APPLY TO ALL PHASES / ASPECTS OF THE PROJECT)	3.0 PHASING NOTES :
1. THESE DRAWINGS ARE TO PROVIDE A SCHEMATIC REPRESENTATION OF THE APPROXIMATE LAYOUT OF THE AREA OF WORK. 2. THE CONTRACTOR MUST REVIEW AND CONFIRM THE EXTENT OF EXISTING SITE CONDITIONS THAT WILL AFFECT OR WILL REQUIRE ADJUSTMENT IN ORDER TO COMPLETE THE WORK AS SHOWN IN THE DOCUMENTS PRIOR TO BIDDING. 3. DISCREPANCIES, AMBIGUITIES OR OMISSIONS IN THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE CONSULTANT IMMEDIATELY. 4. THE EXTENT OF WORK IS AS SHOWN ON THE DRAWINGS. 5. SITE PROTECTION AND CONSTRUCTION SIGNAGE TO BE INSTALLED AROUND THE SITE IN ACCORDANCE WITH SPECIFICATION SECTION 01 56 00, THESE NOTES AND THE DRAWINGS PRIOR TO COMMENCING THE WORK. 6. THE CONTRACTOR WILL BE REQUIRED TO UNDERTAKE THE WORK SO AS TO MAINTAIN CONTINUOUS OPERATION OF ALL ENTRANCES/EXITS TO THE BUILDING. 7. THIS SET OF DRAWINGS DOES NOT INCLUDE COMPONENTS THAT MAY BE NECESSARY FOR CONSTRUCTION SAFETY. THE CONTRACTOR IS RESPONSIBLE FOR SAFETY IN AND AROUND THE JOB SITE DURING CONSTRUCTION, AND FOR THE DESIGN AND ERECTION OF ALL TEMPORARY STRUCTURES REQUIRED TO COMPLETE THE WORK. 8. THE USE OF THESE DRAWINGS IS LIMITED TO THE EXTENT IDENTIFIED IN THE REVISIONS COLUMNS. DO NOT CONSTRUCT FROM THESE DRAWINGS UNLESS MARKED "ISSUED FOR CONSTRUCTION" BY READ JONES CHRISTOFFERSEN LTD. 9. ALL DIMENSIONS TAKEN FROM THE DRAWINGS SHALL BE CHECKED ON SITE PRIOR TO THE START OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF SUCH MEASUREMENTS AND REPORT TO THE ENGINEER IN WRITING ALL DISCREPANCIES BETWEEN THE MEASUREMENTS AT THE BUILDING AND THOSE SHOWN ON THE DRAWINGS PRIOR TO COMMENCING THE WORK. 10. THE CONTRACTOR SHALL REVIEW ALL THE DRAWINGS AND CHECK THE DIMENSIONS BEFORE CONSTRUCTION. REPORT ANY DISCREPANCIES BETWEEN THESE DRAWINGS AND THE SITE CONDITION TO THE CONSULTANT IMMEDIATELY. 11. DO NOT CUT OR DRILL ANY OPENINGS IN STRUCTURAL MEMBERS WITHOUT WRITTEN PERMISSION FROM THE ENGINEER. 12. SECTION MARK SHOWN THUS $\frac{1}{R2}$ DENOTES SECTION 1 ON DRAWING R2. 13. THE CONTRACTOR WILL BE RESPONSIBLE TO REPAIR/RESTORE/REPAINT ALL EXISTING FINISHES AND LANDSCAPING DAMAGED AS A RESULT OF CONSTRUCTION OR REMOVED IN ORDER TO ALLOW CONSTRUCTION TO BE UNDERTAKEN. 14. THIS SET OF DRAWINGS ALONG WITH THE SPECIFICATIONS FORM THE CONTRACT DOCUMENTS AND MUST BE READ AND INTERPRETED IN CONJUNCTION WITH ONE ANOTHER. 15. ALL WORK IS TO BE IN ACCORDANCE WITH THE 2012 ONTARIO BUILDING CODE.	1. THE CONTRACTOR WILL BE PERMITTED TO UNDERTAKE ALL THE WORK IN ONE (1) PHASE. THE WORK IS TO BE CLOSELY COORDINATED WITH THE CONSULTANT AND PROPERTY MANAGEMENT SO THAT TENANTS CAN BE DULY ADVISED.
	4.0 EXISTING CONDITIONS :
	1. THIS SET OF DRAWINGS IS BASED ON THE EXISTING DRAWINGS AVAILABLE AT THE TIME OF DESIGN AND LIMITED REVIEW UNDERTAKEN BY RJC.
	5.0 TEMPORARY WORK :
	1. THE CONTRACTOR SHALL DESIGN, PROVIDE, ERECT, MAINTAIN, REMOVE AND ASSUME FULL AND SOLE RESPONSIBILITY FOR ALL TEMPORARY WORK REQUIRED FOR THE SAFE AND COMPLETE EXECUTION OF THE WORK. 2. IN THE EXECUTION OF THE TEMPORARY WORK AND FOR THE DURATION OF THE CONTRACT, THE CONTRACTOR SHALL MAKE ADEQUATE PROVISION FOR ALL LIKELY CONSTRUCTION LOADING AND PROVIDE SUFFICIENT BRACING AND PROPS TO KEEP THE WORK PLUMB, ALIGNED AND FREE FROM EXCESSIVE DEFLECTION. 3. COSTS OF ALL TEMPORARY WORK IS TO BE INCLUDED IN THE CONTRACT PRICE.
	6.0 FIELD REVIEW BY READ JONES CHRISTOFFERSEN (RJC) :
	1. READ JONES CHRISTOFFERSEN (RJC) PROVIDES FIELD REVIEW ONLY FOR THE WORK SHOWN ON THESE DRAWINGS. THIS REVIEW IS NOT A "FULL TIME" REVIEW BUT IS A PERIODIC REVIEW AT THE SOLE DISCRETION OF RJC IN ORDER TO ASCERTAIN THAT THE WORK IS IN GENERAL CONFORMANCE WITH THE PLANS AND SUPPORTING DOCUMENTS PREPARED BY RJC. FIELD REVIEW BY RJC IS NOT CARRIED OUT FOR THE CONTRACTOR'S BENEFIT, NOR DOES IT MAKE RJC GUARANTORS OF THE CONTRACTOR'S WORK. IT REMAINS THE CONTRACTOR'S RESPONSIBILITY TO BUILD THE WORK IN CONFORMANCE WITH THE DOCUMENTS. RJC SHALL NOT BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR, SUBCONTRACTOR, OR ANY OTHER PERSONS PERFORMING ANY OF THE WORK OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. RJC WILL REVIEW SHOP DRAWINGS PERTAINING TO THE WORK SHOWN ON RJC'S DRAWINGS. THE EXTENT OF THIS REVIEW IS AT THE SOLE DISCRETION OF RJC AND IS FOR THE SOLE PURPOSE OF ASCERTAINING GENERAL CONFORMANCE WITH THE BUILDING ENVELOPE DESIGN CONCEPT. THE REVIEW IS NOT AN APPROVAL OF THE DESIGN, DETAILS, AND DIMENSIONS INHERENT IN THE SHOP DRAWINGS. RESPONSIBILITY FOR WHICH SHALL REMAIN WITH THE CONTRACTOR SUBMITTING THEM. SUCH REVIEW SHALL NOT RELIEVE THE CONTRACTOR OF HIS OR HER RESPONSIBILITY FOR ERRORS AND OMISSIONS IN THE SHOP DRAWINGS OR FOR MEETING ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. 2. PROVIDE 24 HOURS ADVANCE NOTICE OF EACH REQUIRED FIELD REVIEW. FIELD REVIEWS SHALL BE SCHEDULED TO BE CARRIED OUT DURING NORMAL BUSINESS HOURS UNLESS SPECIAL ARRANGEMENTS ARE MADE WITH RJC. 3. THE WORK TO BE REVIEWED SHALL BE GENERALLY COMPLETE.



KEY PLAN



NOTES:

1. TYPICAL CONCRETE WALK WIDTHS ARE TO BE 5' (1500mm FOR COMMON WALKS AND 4' (1200mm) AT UNIT ENTRANCE WALKS.
2. CONTRACTOR TO ADJUST GRADE AS REQUIRED TO FACILITATE DRAINAGE AND PREVENT PONDING. GRADES TO MATCH AT ADJACENT EXISTING SIDEWALK INTERSECTIONS.

LEGEND:

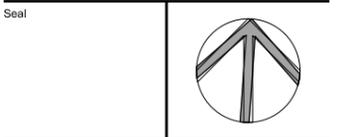
	EXTENT OF WORK
	EXISTING BUILDINGS
	EXISTING FENCING
	EXISTING PARKING MARKINGS
	EXISTING SOFT LANDSCAPING
	NEW CONCRETE SIDEWALK TO REPLACE ASPHALT WALK

1 SITE PLAN
R1 1/32"=1'-0"

No.	Revision	Date	By
1.	ISSUED FOR CLIENT REVIEW	Mar. 10.26	G.P.

Drawing Notes

1. All drawings, plans, models, designs, specifications and other documents prepared by Read Jones Christoffersen Ltd. ("RJC") and used in connection with this project are instruments of service for the work shown in them (the "Work") and as such are and remain the property of RJC whether the Work is executed or not, and RJC reserves the copyright in them and in the Work executed from them, and they shall not be used for any other work or project.
2. These drawings are "design drawings" only. They may not be suitable for use as shop drawings. Use of these drawings as base drawings for "shop drawings" is not permitted unless written permission containing certain conditions and limitations is obtained from RJC. The work "as constructed" may vary from what is shown on these drawings.
3. Use of these drawings is limited to that identified in the Revision column. Do not construct from these drawings unless marked "Issued for Construction" by RJC in the Revision column, and then only for the parts noted. The drawings shall not be used for "pricing", "costing", or "tender" unless so indicated in the Revision column. "Pricing" or "Costing" drawings are not complete and any prices based on such drawings must allow for this.

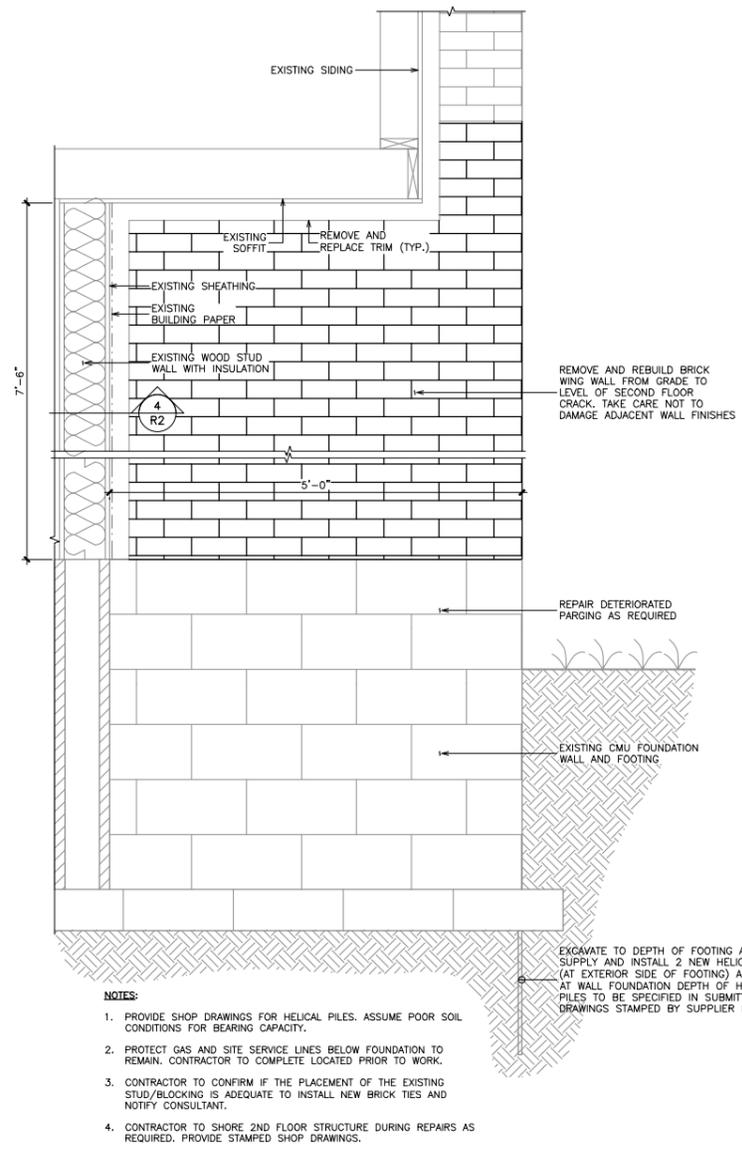


Project Name
**35 Eldon Hall Place and
55 Notch Hill Road
Kingston, Ontario**

2026 SITE IMPROVEMENTS
Sheet Title

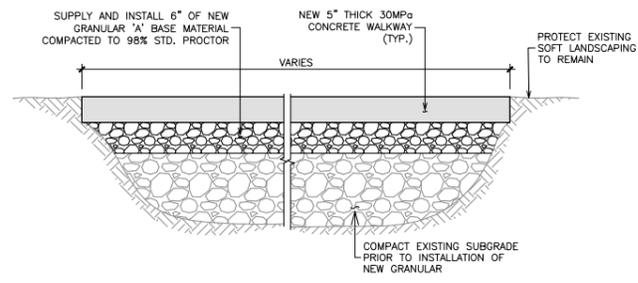
SITE PLAN
Drawn By K.V. Scale AS NOTED
Designed By G.P. Date March, 2026
RJC Project Number **KIN.111100.0007**

Sheet Number **R1** Revision



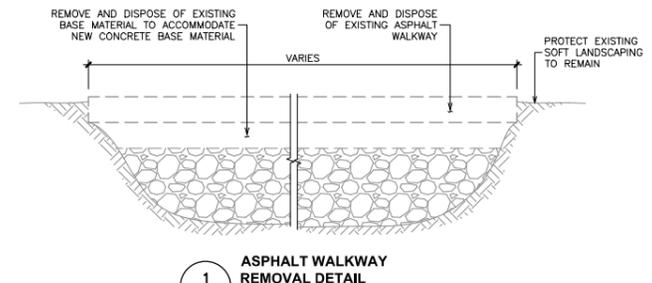
- NOTES:**
1. PROVIDE SHOP DRAWINGS FOR HELICAL PILES. ASSUME POOR SOIL CONDITIONS FOR BEARING CAPACITY.
 2. PROTECT GAS AND SITE SERVICE LINES BELOW FOUNDATION TO REMAIN. CONTRACTOR TO COMPLETE LOCATED PRIOR TO WORK.
 3. CONTRACTOR TO CONFIRM IF THE PLACEMENT OF THE EXISTING STUD/BLOCKING IS ADEQUATE TO INSTALL NEW BRICK TIES AND NOTIFY CONSULTANT.
 4. CONTRACTOR TO SHORE 2ND FLOOR STRUCTURE DURING REPAIRS AS REQUIRED. PROVIDE STAMPED SHOP DRAWINGS.

3
R2 WALL REPAIR DETAIL

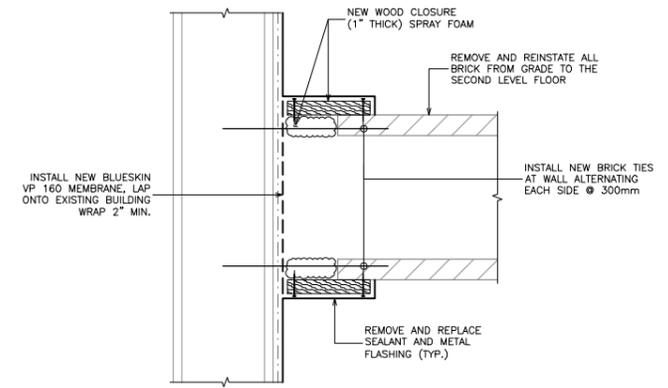


- NOTES:**
1. PROVIDE 2% CROSS SLOPE ON ALL CONCRETE WALKS.
 2. CONCRETE WALKS TO MATCH EXISTING PATHWAY WIDTH BUT NOT TO BE LESS THAN 48".
 3. CONTRACTOR TO REPAIR AREAS DAMAGED FROM THE INSTALLATION OF TEMPORARY CONCRETE FORMS WITH 4" OF TOP SOIL AND SEED.
 4. CONTRACTOR TO PROVIDE CONTRACTION JOINTS EVERY 5'-0" AND EXPANSION JOINTS WITH ASPHALT IMPREGNATED FIBRE BOARD EVERY 15'-0".
 5. CONTRACTOR TO PLACE ASPHALT IMPREGNATED FIBERBOARD WHERE NEW SIDEWALK MEETS EXISTING OR OTHER RIGID SURFACES.

2
R2 CONCRETE WALKWAY INSTALLATION DETAIL



1
R2 ASPHALT WALKWAY REMOVAL DETAIL



4
R2 BRICK WALL TIE DETAIL



KEY PLAN

No.	Revision	Date	By
1.	ISSUED FOR CLIENT REVIEW	Mar. 10.26	G.P.

- Drawing Notes**
1. All drawings, plans, models, designs, specifications and other documents prepared by Read Jones Christoffersen Ltd. ("RJC") and used in connection with this project are instruments of service for the work shown in them (the "Work") and as such are and remain the property of RJC whether the Work is executed or not, and RJC reserves the copyright in them and in the Work executed from them, and they shall not be used for any other work or project.
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Seal

Project Name
**35 Eldon Hall Place and
55 Notch Hill Road
Kingston, Ontario**

2026 SITE IMPROVEMENTS
Sheet Title

**WING WALL
RECONSTRUCTION DETAILS**

Drawn By **K.V.** Scale **AS NOTED**
Designed By **G.P.** Date **March, 2026**
RJC Project Number **KIN.111100.0007**
Sheet Number _____ Revision _____

R2