



**Workers' Compensation Board of British Columbia**

**Corporate and Health Care Purchasing**

***Invitation to Tender (ITT)  
for***

**Stairs Replacement, Nanaimo Office**

**ITT #036-2009**

**Issue Date: September 4, 2009**

**Tender Closing Date and Time:**

**2:00 PM – Pacific Time on  
September 24, 2009**

Per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock  
Bids received after the deadline shall be rejected.

Bidders are requested to deliver and ensure bids are received and time/date stamped at:

<b>Mail / Courier / By Hand:</b>	<b>Fax</b>
<p><b>Worker and Employer Services – Main Entrance/Security Desk WorkSafeBC</b> 6951 Westminster Highway Richmond, BC V7C 1C6  Attn: Corporate and Health Care Purchasing</p>	<p>Corporate and Health Care Purchasing Fax: <b>(604) 276-3260 (24 hour availability)</b> <b>Maximum twenty (20) pages</b>  WorkSafeBC will <b>NOT</b> accept responsibility for a busy fax line, incomplete transmissions, etc.</p>
<b>Electronically</b>	
<p>Electronic copies of the ITT may be submitted in accordance with the BC Bid instructions for e-bidding. Only pre-authorized e-bidders registered on the BC Bid system will be able to submit electronic bids.</p>	
<b>Email responses will NOT be accepted.</b>	

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### **3 MANDATORY SITE EXAMINATION MEETING**

- .1 A visit to the site will be held for all bidders as follows. Do not visit the site at any other time except by prior arrangement with WorkSafeBC.

The purpose is to allow bidders to inspect and examine the site surroundings for information pertaining to their work. Oral responses at the meeting shall not be binding upon WorkSafeBC. WorkSafeBC will issue written responses to questions that materially impact upon the tender documents in the form of a written addenda.

- .2 It is mandatory that bidders visit the project site before submitting a bid. Bids will not be accepted by WorkSafeBC from bidders that do not attend the mandatory site tour.

#### **MANDATORY SITE TOUR:**

**Date:** September 10, 2009  
**Time:** 11:00am- 12:00 Noon  
**Location:** WorkSafeBC Nanaimo Office  
4980 Wills Road  
Nanaimo, BC

### **4 TENDER CLOSING AND DELIVERY INSTRUCTIONS**

- .1 The Closing Date for this Invitation to Tender is **September 24, 2009 at 2:00 PM per WorkSafeBC Security/Corporate and Health Care Purchasing Time Clock (Pacific Time)**.
- .2 Bids received after the deadline shall be rejected.
- .3 WorkSafeBC requests that bids be delivered by **one** of the following methods:

Hardcopies:

- **One (1) original plus one (1) copy of the bid in hardcopy, and**
- Please ensure bids are delivered in an envelope identified with the name and address of the Bidder, **addressed to WorkSafeBC, Attn: Corporate and Health Care Purchasing**; with the **ITT number and closing date** clearly identified on the outside of the package to the following address:

**Worker and Employer Services – Main Entrance/Security Desk  
WorkSafeBC  
6951 Westminster Highway  
Richmond, BC V7C 1C6**

**Attn: Corporate and Health Care Purchasing**

Fax:

- **Bidders are requested to remit one (1) copy of their bid** and are to clearly identify their company name and ITT number on their fax cover sheet;
- Faxed submissions are not to exceed twenty (20) pages. If your response submission exceeds twenty (20) pages, please deliver as above.
- Please ensure faxed submissions are **completely** received at WorkSafeBC Corporate and Health Care Purchasing fax line to be accepted:  
**(604) 276-3260 (24 hour availability)**  
WorkSafeBC will **NOT** accept responsibility for a busy fax line, incomplete transmissions etc.

Electronically through BC Bid:

- An electronic copy of the response will only be accepted in MS Word or Adobe PDF format, Microsoft Office 2003 or earlier.
- 6 MB maximum file size.
- Please ensure that the entire bid is submitted as a single file, except for the ITT Bid Form which requires a signature, digital signatures are acceptable.
- ZIP or like files will not be accepted.
- WorkSafeBC will NOT accept any responsibility for failure to receive or the inability to read any submission for any reason including technical issues, data corruption, failure as a result of BC Bid security system, or failure for any other reason.

.4 **Email Bids** will **NOT** be accepted.

## **5 HOW TO SUBMIT YOUR BID**

.1 Bidders are requested to complete and return all the following by bid closing time:

- **WorkSafeBC Bid Form contained in Section 00300 of this tender and**
- **ITT Response Requirements**
- **Any appendices, if requested**

Bidders are not required to return sections containing the general and specific terms and conditions of this ITT as applicable.

## **6 SUBMISSION CONDITIONS**

- .1 It is the bidders responsibility to ensure that they have received a complete set of documents. By submitting a bid, the bidders verify that they have received a complete set of tender documents including any and all addenda.
- .2 Any additions and/or deletions after tender closing time will not be accepted by WorkSafeBC.
- .3 Bidders have the sole responsibility to allow sufficient time for the delivery of their bids by closing date and time as per WorkSafeBC Security/Corporate and Health Care Purchasing time clock (Pacific time). Bids received after tender closing time will be returned to the bidder unopened.
- .4 Bids will be opened privately after the tender closing time.
- .5 WorkSafeBC is subject to the *Freedom of Information and Protection of Privacy Act (FIPPA)* and as such all submissions to this ITT will become the property of WorkSafeBC and as such will be

held in confidence by WorkSafeBC subject to the FIPPA disclosure provisions. Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this ITT the Respondent will be deemed to have accepted this term.

- .6 Except as provided in the Withdrawal of Bids clause, bids shall be irrevocable and shall remain open for acceptance by WorkSafeBC for a period of **45 calendar days** after the tender closing date.

## **7 WITHDRAWAL OF BIDS**

The bidder may withdraw their bid at any time prior to the tender closing time by submitting a written withdrawal letter. Submit the letter to the Purchasing Officer of WorkSafeBC Corporate and Health Care Purchasing and the bid will be returned unopened.

## **8 APPENDIX(ES) TO BID FORM**

- .1 Appendix A – Schedule of Contract Prices and Requirements:**  
Bidders shall complete the schedule of contract prices and requirements.
- .2 Appendix B – List of Subcontractors:**  
Bidders shall complete and return Appendix B.
- .3 Appendix C – List of References:**  
Bidders shall complete and return Appendix C.

## **9 CLARIFICATION**

- .1 Any question related to the tender must be directed to the person(s) whose name(s) appears below.

<b>TENDER INQUIRIES</b>	
Technical Inquiries:	Consultants: Primo A. Cajiao P.ENG Company: Sandwell Engineering Inc. Phone: (604) 684-9311 Fax: (604) 639-4647
	Project Coordinator: Rob Critchley Projects; Facilities Dept. Phone: (604) 214-69973330 Fax: (604) 279-7409
All Other Inquiries:	Sr. Purchasing Officer: Todd Stojic Corporate and Health Care Purchasing; Controllers Dept. Phone: (604) 279-7413 Fax: (604) 276-3260

- .2 The bidder shall submit in writing any questions regarding the specifications, discrepancies, omissions or any apparent ambiguities to the attention of WorkSafeBC not less than **three (3) working days** before tender closing time.

- .3 The clarification will be reviewed, and where information sought is not already clearly indicated, WorkSafeBC will issue an addendum to all bidders which will become part of the contract documents.
- .4 Addenda are the only means of verifying, clarifying, or changing any of the information contained in this tender. Other than a member of the Corporate and Health Care Purchasing, no employee or agent of WorkSafeBC is authorized to change the content of this tender document and/or any addenda. Receipt of all addenda must be acknowledged in the space provided on the Bid Form.
- .5 WorkSafeBC will not grant requests for individual meetings in person with Contractors to answer any clarification before the closing deadline and before contract award, unless otherwise indicated in this document.

## **10 INELIGIBILITY OF BIDS**

It is essential that your bid thoroughly address each requirement identified in the tender:

- .1 Incomplete bids may be declared "non-responsive";
- .2 Bids that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid;
- .3 Where there is a discrepancy, written amounts shall take precedence over figure amounts.
- .4 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC and any contractor involved in such litigation is ineligible to submit a bid.

## **11 BID SIGNING**

It is requested that WorkSafeBC Bid Form contained in Section 00300 be executed by a principal duly authorized to bind contracts on behalf of the company. The bidders legal name and the capacity in which the signing officer acts shall be against the signature. Bid Forms that do not contain an authorized signature may be rejected.

## **12 CONTRACT DOCUMENTS**

- .1 Bidders shall identify bids with the designated tender number as indicated.
- .2 The following list of documents and such other documents as may be incorporated by agreement of the parties prior to execution of the Canadian Construction Documents Committee CCDC2 (1994) shall comprise the Contract Documents;
  - General Terms and Conditions;
  - Scope of Work;
  - Summary of Work, Specifications and Drawings;
  - CCDC2 (1994) and WorkSafeBC's Supplementary Conditions to the CCDC2 (1994);
- .3 Where the terms and conditions of the CCDC2 and WorkSafeBC's Supplementary Conditions to the CCDC2 conflict with this document, the General Terms and Conditions, Summary of Work, Specifications and Drawings will prevail (or apply).

- .4 Copies of the CCDC2 (1994) may be obtained from:  
Vancouver Regional Construction Association (VRCA)

### **13 TAXES**

- .1 **Provincial Sales Tax (“PST”):** WorkSafeBC is subject to the PST, therefore, pricing is to include PST, when and/where applicable.
- .2 **G.S.T. Certification Clause:** The goods and/or services ordered/purchased hereby are for the use of, and are being purchased by, WorkSafeBC and are therefore *not* subject to the Goods and Services Tax.

### **14 PRODUCT APPROVAL REQUESTS**

- .1 This tender is to be based on the products specified. For approval of equivalent products, the Contractor shall submit a written request with detailed comparison of specified product to proposed equivalent to the Architect or WorkSafeBC Project Coordinator up to **three (3) days** prior to tender closing.
- .2 Approval of equivalents or alternative products will be by Addendum only. In submission of a bid using other approved products, bidders shall include in their bid the cost of any changes required in the work to accommodate such other approved products. A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of other approved products will not be considered.

### **15 BID COSTS**

All costs incurred in the preparation and delivery of bids are the responsibility of the bidder and are not chargeable to WorkSafeBC.

### **16 AGREEMENT FOR INTERNAL TRADE**

- .1 If the value of any response(s) resulting from this ITT and any subsequent process exceeds the cost thresholds stipulated in Annex 502 of the Agreement on Internal Trade then all provisions of Annex 502.1A of the Agreement on Internal Trade will apply.
- .2 The language used in all responses to this ITT shall be English.

### **17 LIMITATION OF DAMAGES**

The bidder, by submitting a bid, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the bidder in preparing its bid for matters relating to the agreement or in respect of the competitive process, and the bidder, by submitting a bid, waives any claim for loss of profits if no agreement is made with the bidder.

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## **18 LIABILITY FOR ERRORS**

While WorkSafeBC has made considerable efforts to ensure an accurate representation of information in this tender, the information contained in this tender is supplied solely as a guideline for bidders and is not necessarily comprehensive or exhaustive. Nothing in this tender is intended to relieve bidders from forming their own opinions and conclusions in respect of the matters addressed in the tender.

## **19 COMPLIANCE**

The successful Contractor agrees to comply with all laws and regulations affecting this tender document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated into contracts of this character are hereby incorporated by inference.

Please note that bid documents are subject to the Freedom of Information and Protection of Privacy Act and may be subject to disclosure under that Act.

## **20 WORKSAFEBC ASSESSMENT REGISTRATION AND STANDING**

As a condition of contract award, the successful Contractor must be registered and in good standing with the Assessment Department of WorkSafeBC and shall maintain such good standing during the term of the contract.

## **21 ACCEPTANCE OF BID**

- .1 WorkSafeBC is not bound to award to any bidder or to the lowest qualified bidder. The awarding of the contract (if any) shall be in WorkSafeBC's sole discretion, based upon the best overall value to WorkSafeBC.
- .2 WorkSafeBC reserves the right to award a contract in full or part on the basis of the bids received.
- .3 This tender is subject to WorkSafeBC Executive approval and funding. Should all bids exceed WorkSafeBC's set budget or if approval is not received, WorkSafeBC reserves the right not to accept any bids.
- .4 WorkSafeBC considers there is a real or potential conflict of interest between it and any contractor involved in breach of contract litigation with WorkSafeBC, and any contractor involved in such litigation is ineligible to have its bid accepted.
- .5 WorkSafeBC reserves the right, as the interests of WorkSafeBC may require, to reject any or all bids or to waive any minor irregularity or non-compliant issues in bids received.

## **22 EVALUATION OF BID**

The award of any contract shall include consideration of WorkSafeBC's evaluation criteria that include, but are not limited to:

- .1 Overall cost impact of the project on the operations of WorkSafeBC;
- .2 Experience of the bidder to execute the requirements of this tender

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- .3 WorkSafeBC's assessment of the capability of the bidder to supply the delivery of the tender requirements within the time frame;
  - .4 Technical credibility, financial resources, and environmental responsibility of the bidder;
  - .5 Satisfactory WorkSafeBC safety record at the time of the evaluation;
  - .6 Registration and in good standing with WorkSafeBC Assessment Department;
  - .7 Best value to WorkSafeBC based on quality, service, and price.

No award will be made to any Bidder who cannot give satisfactory assurance their ability to carry out the contract both financially and by reason of previous experience. Lack of familiarity with the type of work may be sufficient cause for rejection of bid.

**23 NOTIFICATION OF SUCCESSFUL BIDDER(S)**

- .1 WorkSafeBC Corporate and Health Care Purchasing will notify the successful bidder(s) and issue a CCDC 2 1994/Contract.
- .2 All respondents are invited to request the *name* of the successful bidder. No further information regarding this bid will be released in order to maintain confidentiality of commercial bids.

\*\*\*\*\*END OF SECTION 00100\*\*\*\*\*

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## **GENERAL TERMS AND CONDITIONS**

### **1 KNOWLEDGE OF THE WORK**

- .1 By submitting a bid, the Contractor will be held to have personally examined the site and as-built documentation, carefully read the specifications and tender documents, and to have satisfied themselves as to their ability to meet all the difficulties attending the execution of the proposed contract before the delivery of their bid, and agrees that the Contractor will make no claims against WorkSafeBC based on ignorance or misunderstanding of the contract provisions.
- .2 Contractors will not be given extra payments for conditions which should have been determined by the above inspection.
- .3 A copy of the existing drawings will be made available to the Contractor for his reference.

### **2 INFORMATION REQUEST**

Prior to award of the contract, any successful contractor may be required to satisfy WorkSafeBC, in writing, that it has the necessary qualifications and resources available to carry out the work within the time limit specified in the tender. Successful contractors may be required to submit proof of any or all of the following information in a timely manner.

- .1 Submit proof of financial capability by banker's reference and bonding adequacy by a surety company's consent;
- .2 Submit a list of equipment, and its mechanical condition, that the contractor is prepared to use for the work;
- .3 Submit proof that the personnel available to the bidder have all trade qualifications and licenses necessary to perform the work.

### **3 COMPLETION TIME**

Bidders shall state in the Bid Form the time required to complete the work. The completion date in the contract shall be the completion time added to the commencement date. Time required for delivery is a significant consideration with respect to this award process. Bidders are asked to state a realistic completion time and to do everything possible within the realm of their ability to control the completion time.

### **4 PERMITS**

- .1 The Contractor shall provide and pay for all necessary permits and licenses necessary for the performance of the work, except the Building Permit which will be applied for and paid for by WorkSafeBC. The Contractor will call for all inspections and obtain a final occupancy certificate.
- .2 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections, review, or approvals before such special tests, inspections, review or approvals are made, given or completed, the Contractor shall, if so directed, uncover such work, have the inspections, review or tests satisfactorily completed and make good such work at their own expense.

## **5 CHANGE ORDERS**

- .1 WorkSafeBC, without invalidating the contract, may make changes in the work consisting of additions or deletions to the work.
- .2 A Change Order is a written amendment to the Contract prepared by WorkSafeBC and/or Consultant and signed by WorkSafeBC and the Contractor stating their agreement upon either a change in the work; and the extent of the adjustment in the Contract Time; and the amount of adjustment to the Contract Price.
- .3 The Contractor shall not perform a change in the work without authorization from WorkSafeBC through a Change Order directive.
- .4 Upon approved Change Order, the Contractor agrees that changes to the work will be a percentage mark up as follows:
  - .1 Contractor's Work: Cost plus 10% for overhead and 10% for profit.
  - OR
  - .2 Subcontractor's Work: Cost plus 10% for Subcontractor's overhead and 10% for profit, plus 5% for General Contractor's overhead and profit.
- .5 All Change Orders must state the amount of adjustment to the contract price and must state a separate amount relating to the percentage (%) markup for the Contractor's or Subcontractor's work as per .4 above.

## **6 RIGHT OF SET-OFF**

If, under this Agreement, or any document delivered under this Agreement, WorkSafeBC becomes obligated or liable to pay any money to the successful contractor, that sum may at the election of WorkSafeBC, and without limiting or waiving any right or remedy against the successful contractor, hereunder be set-off against and applied to any amounts which are due and owing by the successful contractor to WorkSafeBC pursuant to the Workers Compensation Act, until that amount has been completely set-off.

## **7 SUBCONTRACTORS AND SUPPLIERS**

- .1 The Contractor shall not subcontract any part of the Work or assign any part of the Contract without prior written consent of WorkSafeBC. Any consent to subcontract shall not relieve the Contractor from its obligations and every subcontractor shall incorporate all the terms of the contract which can be reasonably applied thereto.
- .2 Where applicable, the Contractor shall indicate in the appropriate Appendix, those Subcontractors or Suppliers whose bids have been received by the Contractor which the Contractor would be prepared to accept for the performance of a portion of the Work.

## **8 SUBCONTRACTORS**

The Contractor shall employ only those subcontractors that it proposed in writing and that are acceptable to WorkSafeBC at the signing of the contract:

- .1 WorkSafeBC may, for reasonable cause, object to the use of a proposed subcontractor and may require the Contractor to employ another subcontractors. WorkSafeBC shall not be required to employ a subcontractor to whom it may reasonably object.

- .2 In the event WorkSafeBC requires a change from a proposed subcontractor, the Contract Price shall be adjusted by the difference in cost and mark-up occasioned by such required Change Order.
- .3 Nothing contained in the Contract Documents shall create a contractual relationship between a subcontractor and WorkSafeBC.

## **9 CONFLICT OF INTEREST**

- .1 The Contractor shall ensure that the Services are provided to WorkSafeBC without any conflict of interest. Examples of conflict of interest include, but are not limited to:
  - a personal relationship between any officer, director, employee, servant or agent of the Contractor and any other person which results in work being awarded to the Contractor;
  - any officer, director, employee, servant or agent of the Contractor approaching WorkSafeBC personnel, other than as required for performance of the Services, to in any way promote the business of the Contractor or otherwise solicit requests for Services;
  - the retention of WorkSafeBC employees and/or subcontractors to provide services;
  - distribution of promotional material while performing the Services for WorkSafeBC.
- .2 Where the Contractor recognizes or perceives a conflict of interest, the Contractor shall provide written notice to WorkSafeBC of the conflict.

## **10 INFRINGEMENT**

The Contractor warrant that the articles described herein, and the sale or use of them, will not infringe on any patent. The contractor covenants that it will defend at its own cost and expense, every action which may be brought against WorkSafeBC or those selling or using purchased product for any alleged infringement of any patent by reason of the sale or use of such articles and contractors agree to pay all costs, damages, fines, and profits recoverable in any such action or to indemnify WorkSafeBC for such costs damages, fines, and profits claimed from WorkSafeBC in any such action.

## **11 CONFIDENTIALITY & FREEDOM OF INFORMATION**

- .1 Information includes "record" and "personal information" as defined in B.C. *Freedom of Information and Protection of Privacy Act* (FIPPA). Any Information supplied by the successful Contractor to WorkSafeBC and any Information supplied by WorkSafeBC to the successful Contractor under this Agreement is subject to FIPPA.
- .2 The successful Contractor will treat as confidential, and except insofar as such publication, release or disclosure is necessary to enable the successful Contractor to fulfill its obligations under this Agreement will not, without the prior written consent of WorkSafeBC, publish, release or disclose or permit to be published, released or disclosed, any Information supplied to, obtained by, or which comes to the knowledge of the successful Contractor as a result of this Agreement except as required by law. In such instances, the successful Contractor shall advise WorkSafeBC prior to disclosing the information. The successful Contractor further agrees the collection, use, storage, access and disposal of the Information shall be in compliance with the FIPPA and in particular with Part 3 of FIPPA. The confidentiality requirement is not avoided by removing references to names or other identifying Information. Any violation of this confidentiality requirement or any breach of any relevant privacy legislation constitutes a fundamental breach of this Agreement and gives rise to an immediate right on the part of WorkSafeBC to terminate this Agreement and may result in WorkSafeBC taking legal action against the successful Contractor. The decision to terminate this Agreement or to seek an alternative remedy shall be in the sole

discretion of WorkSafeBC. When any Information is no longer required by the successful Contractor to carry out the Agreement or as required by law it shall be returned to WorkSafeBC or destroyed in accordance with the standards set by FIPPA.

- .3 The successful Contractor will allow WorkSafeBC to disclose Information in accordance with FIPPA. If disclosure of any portion of any Information may cause harm to the successful Contractor, the successful Contractor must provide details of the harm in accordance with section 21 of the FIPPA.
- .4 Any Information or records retained by the successful Contractor should be securely stored and measures must be in place to restrict access to authorized personnel only. Measures should be taken to protect information and records from fire, flood, natural disaster, criminal activity or unauthorized access to systems and data.
- .5 All employees of the successful Contractor working on the contract will be informed of and understand the privacy standards set by FIPPA. The successful Contractor shall identify an employee who is responsible for ensuring compliance with the privacy standards set by FIPPA.

## **12 INDEMNIFICATION**

The Contractor shall indemnify and save harmless WorkSafeBC from and against all claims, losses, costs, damage suits, proceedings or actions arising out or related to the Contractor's activities in executing the work, including omissions, improper acts or delays in executing the work. The Contractor shall compensate WorkSafeBC for any loss of or damage to WorkSafeBC's premises or property arising out of the performance of the work.

## **13 LIEN PROTECTION**

The Contractor agrees to keep the work site and all property of WorkSafeBC free and clear of all liens, claims and encumbrances, arising out of the performance of this contract by the Contractor, or by any of its Subcontractors, and to furnish WorkSafeBC with statutory declarations of the Subcontractors and laborers indicating they have been paid.

In the event that, at the times of payment, any liens remain undischarged or attachments remain unsatisfied, the Contractor agrees WorkSafeBC shall have the right to retain out of amounts due to the Contractor, sufficient sums to indemnify WorkSafeBC against the same until such time as they are paid or discharged.

## **14 LIABILITY INSURANCE**

- .1 The successful Contractor is required to maintain General Comprehensive Liability Insurance with a licensed Canadian Insurance Company in the minimum amount of 2 million dollars per occurrence. The insurance shall list WorkSafeBC as an additional insured and shall also cover unnamed insured Subcontractors and anyone employed by the Contractor(s). The insurance shall be non-cancelable except upon thirty (30) days prior to written notice to WorkSafeBC.
- .2 The successful Contractor shall furnish certificates to WorkSafeBC prior to the commencement of work or within three (3) working days of contract award, whichever is the earliest of the two dates.

## **15 STANDARDS OF CONDUCT**

- .1 The Contractor shall perform all services in a professional manner satisfactory to WorkSafeBC, in accordance with the industry codes and/or professional standards as applicable.
- .2 WorkSafeBC has a Standards of Conduct Policy, a Personal Harassment Policy, and a Scent Safety in the Workplace Policy. The Contractor and all employees, servants, agents and/or subcontractors shall familiarize themselves with these and conduct themselves accordingly. The three (3) policies will be provided upon request and are available for viewing under "Purchasing Polices and Terms; Bid Opportunities" at [www.worksafebc.com](http://www.worksafebc.com).

## **16 WARRANTIES AND GUARANTEES**

- .1 Unless otherwise specified by the Contract, the Contractor warrants and agrees that for a period of one (1) year from the date of substantial performance of the project, the goods and/or services set out in the contract shall be supplied or manufactured in a good and skillful manner and derived from the best materials available.
- .2 WorkSafeBC shall promptly give the Contractor notice in writing of observed defects and deficiencies that occur during the warranty period.
- .3 If within a period of one (1) year from the date of acceptance of the goods and/or services by WorkSafeBC, such goods and/or services or any portion thereof are found by WorkSafeBC to be defective or faulty due to imperfect or bad construction or material, the Contractor agrees to replace such defective goods and/or services forthwith without expense to WorkSafeBC.
- .4 Contractor shall correct or pay for damages resulting from corrections.
- .5 Contractor shall be responsible for obtaining Product warranties in excess of one year on behalf of WorkSafeBC from the manufacturer. These Products warranties shall be issued by the manufacturer to the benefit of WorkSafeBC.
- .6 The Contractor warrants that all articles furnished hereunder are free from any defects in design, materials and workmanship, and that the articles fully comply with specifications, and that articles are suitable and fit for the use intended by WorkSafeBC.
- .7 The manufacturers warranty will apply to goods and services provided under the contract.

## **17 WHMIS**

All products purchased by WorkSafeBC are considered to be required for use in a workplace. Therefore, full compliance for all labeling and information requirements of the Workplace Hazardous Materials Information Systems (WHMIS) Legislation for controlled products is required.

All shipments must be accompanied by a material safety data sheet. Shipment of goods which do not comply with all of these requirements will be returned to the Contractor at their expense.

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## **18 SAFETY PROCEDURES AND REGULATION COMPLIANCE**

As a condition of contract award:

- .1 **Safety Record:** The successful Contractor must possess a safety record satisfactory to the Manager, Safety, Health & Wellness, based upon the records of the Prevention division of WorkSafeBC. The successful Contractor is required to maintain this good standing for the duration of any contract.
- .2 **Regulation Compliance:** WorkSafeBC is responsible for worker and workplace safety in British Columbia, and for ensuring compliance with the Workers Compensation Act (the Act) and the regulations under the Act (the Regulation). As such it is important that any Contractor performing Services for WorkSafeBC complies with the Act and Regulation in order to promote worker and workplace safety.

During the Term of the Contract the Contractor shall ensure that all work performed in British Columbia by the Contractor, whether for WorkSafeBC or anyone else, whether under this Contract or not, is performed in compliance with all applicable health and safety regulations and guidelines, including without limitation the Act and Regulation. If the Contractor does not comply with this requirement, WorkSafeBC may terminate the Contract for cause.

- .3 **Safety Procedures Review:** The Contractor must have an Occupational Health and Safety Program in accordance with Part 3 of the Regulation; and must be prepared to present a copy upon request. Prior to and in preparation for each service performed on the WorkSafeBC Richmond site, the Contractor shall arrange for an appointment for their Foreman/Supervisor to review safety procedures with the WorkSafeBC Facilities Project Manager/Project Coordinator. Costs associated with this appointment shall be at the expense of the Contractor. For WorkSafeBC locations other than Richmond, the Contractor shall contact the WorkSafeBC Area Office Manager by telephone for arrangements.
- .4 **Reporting:** The Foreman/Supervisor, after compliance with paragraph (3), shall report to the WorkSafeBC Facilities Project Manager/Project Coordinator, for services performed on the WorkSafeBC Richmond site. For services performed on WorkSafeBC locations other than Richmond, the Foreman/Supervisor shall report to the WorkSafeBC Area Office Manager.

Failure of the Contractor to comply with the above requirements shall be cause for immediate termination of any agreement without penalty to WorkSafeBC.

## **19 THREAT AND HAZARD**

The Contractor, its employees, servants, agents and subcontractors are required to, as soon as possible and no later than 24 hours from being made aware of the threat, report to WorkSafeBC any threats, whether perceived or actual made *against WorkSafeBC, its employees or other individuals*. Threats include, but are not limited to: physical threats and suicide threats.

Reports shall be made to the WorkSafeBC Corporate Security Department at 604 279 7578. If there is imminent danger to anyone, the local policing authorities shall be contacted without delay.

## **20 NON ASSIGNMENT**

Any contract resulting from this tender shall not be assigned by the Contractor without prior consent of the Manager, Corporate and Health Care Purchasing.

## **21 AUDIT POLICY**

WorkSafeBC, or its duly authorized representatives, will have access at all reasonable times and upon reasonable notice to the Contractor, during this agreement, to the Contractor's personnel, books, records and other documents pertaining to materials and/or services provided under this agreement for the purpose of auditing and verifying any accounts invoiced under this Agreement. The Contractor shall preserve all the aforesaid documents for a period of three (3) years after delivery of the materials and/or services.

## **22 GOVERNING LAW / JURISDICTION**

This tender shall be governed by and construed in accordance with the laws of the Province of British Columbia which shall be deemed to be the proper law hereof and in so doing the Courts of British Columbia shall have exclusive jurisdiction to determine all disputes and claims arising out of or in any way connected with this tender.

## **23 CANCELLATION**

WorkSafeBC reserves the right to cancel all or any part of the contract if materials, services, or deliveries are not in accordance with the specifications identified herein. Such cancellation may be without notice and shall not result in any penalty or other charges to WorkSafeBC. In addition, WorkSafeBC shall reserve the right to terminate the contract at their sole discretion upon **thirty (30) days** notice.

## **24 BUSINESS LICENCE**

The Contractor will be required to obtain and pay for a Business Licence to undertake work in the City of Richmond for the duration of the Project.

## **25 SUSTAINABILITY POLICY**

WorkSafeBC has a commitment towards environmental best practices in operations and management of their buildings. The Contractor will follow WorkSafeBC's Sustainability Policy as follows.

### **.1 CONSTRUCTION WASTE**

#### **1.1 Policy**

WorkSafeBC is committed to reducing the construction waste in all its facilities to help in the conservation of natural resources. WorkSafeBC shall, through our own forces and through contractors, employ processes to encourage a practice of reduce, reuse, recycle and rethink.

#### **1.2 WorkSafeBC's Guidelines for Construction Waste Management are as follows:**

1.2.1 Conform to applicable codes and regulations for disposal and removal of common and hazardous waste.

1.2.2 Handle and dispose of all hazardous and banned materials in accordance with the BC Waste Management Act and Special Waste Regulation, and regional and municipal regulations.

1.2.3 Matrix of materials and waste management methods

<b>Material</b>	<b>Reuse/ Salvage</b>	<b>Recycle</b>	<b>Reduce</b>
Wood Products <ul style="list-style-type: none"> <li>• Clean dimensionally stable wood</li> <li>• millwork</li> </ul>	Reuse in other projects	<ul style="list-style-type: none"> <li>• Divert to appropriate facilities</li> <li>• Send to auction if not required</li> </ul>	Advanced framing techniques
Cardboard <ul style="list-style-type: none"> <li>• moving boxes</li> <li>• packaging</li> </ul>	<ul style="list-style-type: none"> <li>• Reuse in other areas</li> <li>• Reuse in other moves</li> </ul>		Purchase in bulk
Metals	Diverted through other projects	Sort and auction or send to scrap dealer	
Concrete, Brick & Masonry	Clean and reuse	Divert to appropriate facility	Minimize over-ordering of materials
Plastic		Divert to appropriate facility	Address through project specifications
Glass	Store & reuse in other projects	Divert to appropriate facility	
Gypsum Board	Reuse in other projects	Divert to appropriate facility	Utilize PS350 wall system
Carpet	Reuse in other areas of building	<ul style="list-style-type: none"> <li>• Reuse in building</li> <li>• Return to manufacturer</li> <li>• Send to non-profit agencies</li> </ul>	Use tiles
Paint		Divert to appropriate facility	<ul style="list-style-type: none"> <li>• Minimize over-ordering</li> <li>• Use Standard colours</li> </ul>
Fluorescent tubes		Divert to appropriate facility	Collaboration with BC Hydro/Power Smart
Landclearing debris	Divert to appropriate facility	Divert to appropriate facility	
Other			

.2 MATERIAL SELECTION

2.1 Policy

WorksafeBC is committed to using low level environmental impact building materials in its facilities. WorkSafeBC shall encourage use of environmentally friendly materials in construction and renovation projects. Materials specified shall minimize land impact, reduce energy use & eliminate the generation of pollutants, toxins, and other hazardous materials.

2.2 WorkSafeBC's Guidelines for Material Selection are as follows:

- 2.2.1 Select materials that will not adversely affect human health;
- 2.2.2 Select materials that contribute to operating energy efficiency;
- 2.2.3 Select durable long-life materials requiring little or no additional finishes, and minimal maintenance;
- 2.2.4 Consider omitting unnecessary materials, reduce quantities of all materials;
- 2.2.5 Select salvaged and reusable building materials;
- 2.2.6 Select materials manufactured from renewable resources and harvested in a sustainable manner;
- 2.2.7 Select materials that have recycled content, and that are recyclable;
- 2.2.8 Select materials that require minimal manufacturing and processing, and having low embodied energy;
- 2.2.9 Select materials that can be disposed of safely.

2.3 Material Standards currently in use at WorkSafeBC:

<b>PRODUCT</b>	<b>MODEL/TYPE</b>
Walls	PS 350 Partition Systems
Carpet Tiles	Shaw; Milliken; Interface
Acoustic Tiles	
Furniture Systems	Haworth, Smed, Steelcase
Task Chairs	Steelcase Criterion

\*\*\*\*\*END OF SECTION 00200\*\*\*\*\*

**BID FORM ITT #036-2009**

WORKERS' COMPENSATION BOARD OF BRITISH COLUMBIA  
6951 WESTMINSTER HIGHWAY, RICHMOND, BC V7C 1C6

I/We hereby offer to WorkSafeBC to furnish all materials, equipment and labour for the proper completion of all work required for the above project according to the drawings and specifications exhibited to me/ us and prepared by:

Consultant: Sandwell Engineering and the Workers' Compensation Board of British Columbia;

and to enter into a contract at the stated prices and fulfill the other requirements in this contract document. Prices are stated in Canadian funds, and include all applicable taxes in force at this date, unless stated otherwise in this tender document. No person, firm or corporation other than the undersigned has any interest in this bid or in the proposed contract for which this bid is made.

**APPENDIXES TO BID:**

Any appendixes as called for in the tender must be completed and attached to this bid form. All appendixes form an integral part of this bid. I/We enclose:

APPENDIX	
Appendix A	Schedule of Contract Prices and Requirements
Appendix B	List of Subcontractors
Appendix C	List of References

**ADDENDA:** I/We acknowledge receipt of the following applicable Addenda to the tender:

ADDENDUM	DATE OF ADDENDUM	FROM PAGES	TO PAGES
Addendum No. 1			
Addendum No. 2			

**Authorized signing officer**

<b>Legal / Business Name:</b>	
<b>Other names under which your Company operates:</b>	
<b>Address:</b>	<b>Telephone Number:</b>
<b>City, Province, Postal Code:</b>	<b>Fax Number:</b>
<b>Signature:</b>	<b>Title:</b>
<b>Print Name:</b>	<b>Date:</b>
<b>WorkSafeBC Registration Number:</b>	

**Note:** It is requested that this Bid Form be executed by a principal duly authorized to bind contracts on behalf of the company. The bidders legal name and the capacity in which the signing officer acts shall be against the signature. Bid Forms that do not contain an authorized signature may be rejected.

Any clauses in a document received in response to this procurement process which purports to limit WorkSafeBC's obligations under FIPPA will be considered void and severable from the response. By answering this ITT the Bidder will be deemed to have accepted this term.

**APPENDIX A**  
**SCHEDULE OF CONTRACT PRICES & REQUIREMENTS**

<b>Company Name:</b>	
<b>Address:</b>	<b>Telephone Number:</b>
<b>City, Province, Postal Code:</b>	<b>Fax Number:</b>

**1. LUMP SUM PRICE SCHEDULE**

I/We hereby offer to WorkSafeBC to furnish all materials, equipment and labour for the proper completion of the work per the specifications and drawings, and to enter into a contract at the stated lump sum price. Price is to include applicable PST and to exclude GST:	\$
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**2. COMMENCEMENT & COMPLETION/ DELIVERY TIME**

I/ We agree to <u>commence</u> the work in the stated number of working days after receiving notice of contract award:	_____ / Working Days
I/ We agree to <u>Substantially Perform</u> the work in the stated number of working days after receiving notice of contract award. The Bidder acknowledges that the construction duration/completion may be considered by WorkSafeBC in evaluation the Tender and determining contract award. The date of contract award shall be the date of the Letter of Award is sent to the Bidder.	_____ / Working Days



**APPENDIX C**  
**LIST OF REFERENCES**

<b>Company Name:</b>	<b>Telephone Number:</b>
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Provide a minimum of two (2) references your organization has completed in BC in the past five (5) years, that are similar in type and size to WorkSafeBC's requirements.

<b>1 COMPANY NAME</b>			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	
<b>2 COMPANY NAME</b>			
Contact Name		Phone Number	
Title		Approx. Value	\$
Scope of Work		Date Performed	

\*\*\*\*\*END OF SECTION 00300\*\*\*\*\*

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## **WORKSAFEBBC'S SUPPLEMENTARY CONDITIONS TO CCDC 2 (1994)**

WorkSafeBC's Supplementary Conditions include Amendments and Supplements to "General Conditions," and shall be read in conjunction with the Canadian Standard Construction Document for work to be done for a Stipulated Price, CCDC Document 2 - 1994.

### **ARTICLE A-1 THE WORK**

Add the following:

- 1.1 "....is acting as and is hereinafter called the "*Consultant*" and is also acting as the payment certifier under this Agreement for the purposes of the Builders Lien Act SBC 1997 chapter 45 and amendments thereto (to be proclaimed after the coming into effect of this Agreement)."

### **ARTICLE A-5 PAYMENT**

5.3.1 Delete

5.3.2 Delete

### **GC 1.1 CONTRACT DOCUMENTS**

- 1.1.10 Delete "sufficient copies of...the Work." Replace with "8 copies of the Contract Documents."

### **GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS**

3.2.2 Delete paragraph 3.2.2.2 of GC 3.2

### **GC 3.4 DOCUMENT REVIEW**

3.4.1 Delete the second and third sentences.

### **GC 3.6 CONSTRUCTION SAFETY**

3.6.1 Delete the following "subject to paragraph 3.2.2.2 of GC 3.2 – Construction by Owner or other Contractors,"

Add the following:

3.6.2 The Contractor agrees to and shall be designed as the "Prime Contractor" for the workplace pursuant to section 118 of the Workers' Compensation Act of British Columbia. As Prime Contractor the Contractor shall comply with, and ensure compliance by subcontractors and suppliers with, the provisions of the Workers' Compensation Act of British Columbia, Occupational Health and Safety Regulations, and any other applicable construction health and safety legislation.

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**GC 3.8 SUBCONTRACTORS AND SUPPLIERS**

GC 3.8.1.2 is amended by adding the following:

“...and incorporate a term into all contracts with subcontractors that they will not subcontract the work to be carried out under their subcontract without prior approval of the Owner.”

**GC 3.10 DOCUMENTS AT THE SITE**

3.10.1 After "...current Contract Documents...", insert "reviewed shop drawings..."

**GC 5.3 Progress Payment**

5.3.2 Delete "5 days" and replace with "10 days"

**GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

5.4.2 Delete and insert the following:

“Within 10 days after the receipt of the Contractor’s list and application, the Consultant will determine whether the Substantial Performance of the Work has been achieved and, if the Consultant determines that it has been achieved, the

Consultant will certify the Substantial Performance of the Work. Within 7 further days, the Consultant will:

- .1 deliver a copy of the certificate to the Owner and the Contractor, and
- .2 post, in a prominent place at the Place of the Work, a notice of the certification of the Substantial Performance of the Work.”

**GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK**

Add:

5.4.5 “In addition to the holdback amount retained by the Owner in accordance with the British Columbia Builders Lien Act, the Owner will hold back from the unpaid balance of the Contract Price an amount equal to twice the estimated value, as determined by the Consultant, of repairing items of the Work which are identified by the Consultant at the time of the Consultant’s review of the Work referred to in General Condition 5.4.2 as being either incomplete or otherwise not in general conformance with the Contract Documents. The Consultant will issue a certificate, or certificates, for payment of this deficiency holdback amount, upon being satisfied that the identified deficiency items have been satisfactorily repaired by the Contractor.

**GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK**

5.5.3 Delete

**GC 6.1 CHANGES**

6.1.3 Add "Under no circumstances shall the Contractor be entitled to any change in the Contract Price or to any additional compensation in excess of the Contract Price

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whatsoever, except as a change in the Work duly provided for in a Change Order or a Change Directive."

**GC 6.5 DELAYS**

- 6.5.1 Delete the last sentence and substitute the following:  
"The Contractor shall not be entitled to any payment for costs incurred by the Contractor as the result of such delay."
- 6.5.2 Delete the last sentence and substitute the following:  
"The Contractor shall not be entitled to any payment for costs incurred by the Contractor as the result of such delay."
- 6.5.3 In the last sentence, add "any" before "payment" and delete the following: "...unless such delays result from actions by the Owner."

**GC 11.2 BONDS**

- 11.2.1 and 11.2.2 Delete the existing sections in their entirety

**GC 12.1 INDEMNIFICATION**

- 12.1.1 Delete the last sentence.
- 12.1.1.3 Delete and insert the following:  
"made within such period as may be prescribed by any limitation statute of British Columbia."
- 12.1.2 Delete and insert the following:  
"The Contractor shall further indemnify and hold harmless the Owner and the Consultant, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings (including actual legal expenses) whatsoever arising out of or in connection with any builders lien filed against the Place of the Work by any Subcontractor, Supplier, employee of the Contractor or any other third party claiming under the Contractor, and the Contractor agrees, without limiting the generality of the foregoing:
- .1 to pay all Subcontractors, Suppliers, employees of the Contractor and any other third parties claiming under the Contractor all amounts justly due and owing to them,
  - .2 promptly and at the Contractor's own expense, to take all steps necessary to have removed from the property title of the Place of the Work any builders lien filed against the Place of the Work by any Subcontractor, Supplier, employee of the Contractor or any third party claiming under the Contractor, and
  - .3 to assume the conduct and expense of the defense of the Owner to any builders lien action commenced by any Subcontractor, Supplier, employee of the Contractor or any other third party claiming under the Contractor."

\*\*\*\*\* END OF SECTION 00400 \*\*\*\*\*

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## SCOPE OF WORK

1. The project scope includes the following:
  - .1 The work includes the furnishing of all labour, materials and equipment for the removal, supply and installation of prefabricated steel stairs.
  - .2 Work to start with the demolition and removal of existing concrete stairs.
  - .3 All the coordination, electrical, controls, painting, concrete work and flooring to be done by WorkSafeBC.
2. The work of this contract shall include all labour, material, equipment and services necessary for the execution and completion of work as indicated on the specifications and drawings.

Scope of work and details as per the following drawings:

SO1: STAIR REMEDIATION – GENERAL NOTES AND DEMOLITION  
SO2: STAIR REMEDIATION – NEW STAIR DETAILS

3. WorkSafeBC's estimated project timelines are as follows:

Site Tour: September 10, 2009

Tender Close: September 25, 2009

Tender Award: October 2, 2009

Project Start Date: October 9, 2009

Substantial Completion: December 11, 2009

\*\*\*\*\*END OF SECTION 01000\*\*\*\*\*

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## **SUMMARY OF WORK**

### **1 WORK COVERED BY CONTRACT DOCUMENTS**

- .1 The work of this Contract shall include all labour, material, equipment and services necessary for the completion of work as indicated on the drawings, and as specified under the specifications listed in the index.
- .2 The term Contractor means the Prime Contractor or the Contractor's authorized representative as designated to WorkSafeBC.
- .3 In addition to general responsibility for the complete work, the Contractor shall be specifically responsible for items contained in this Division.
- .4 The form of the specifications shall not operate to make WorkSafeBC an arbiter to establish the Scope of Work for each trade or Subcontractor. The responsibility as to which Subcontractor provides labour, materials, equipment and service required to complete the work shall rest solely with the Contractor.
- .5 The Contractor is responsible for the installation and coordination of metric and imperial dimensioned products and materials as may be applicable.
- .6 Execute work in accordance with the 2006 BC Building Code and Supplements, referenced standards and local by-laws and regulations. Materials and Workmanship must conform to or exceed applicable standards of the Canadian Governments Specification Board (CGSB), Canadian Standards Association (CSA) American Society for Testing and Materials (ASTM) and other referenced organizations.
- .7 If required by Consultant, the manufacturer/supplier shall furnish documentation indicating compliance with the requirements of the BC Building Code including, where required, certification by a Professional Engineer registered in the Province of BC.

### **2 WORK BY OTHERS**

- .1 Communication, data and security systems as well as moving of furniture and office equipment will be supplied and installed under separate contract. Coordinate all work with the work of other disciplines and other contacts. It is required that the Contractor's electrical sub-trade coordinate his work with the furniture installer when the system furniture workstations/equipment are being installed/removed.
- .2 Electrical controls by Owner.

### **3 PROJECT CO-ORDINATION & MEETINGS**

- .1 The Contractor shall attend a Pre-Construction start-up meeting with WorkSafeBC project team and/or consultant to address:
  1. Review of work
  2. Project Meeting
  3. Consultant coordination and Project Communication
  4. Construction Safety Orientation

5. Phasing and Protection of Existing Work
  6. Construction Schedule
  7. Construction Administration and Procedures (RFI's, Changes, Submittals, Progress Applications)
  8. Initial Inquiries
  9. Security Protocols
- .2 The Contractor shall coordinate progress of the work, progress schedules, use of site, temporary utilities and construction facilities.
  - .3 The Contractor shall review shop drawings, submittals and reports. The Contractor shall keep one copy of current Contract Documents and records of meetings at the place of work, in good order and make available to WorkSafeBC and/or Consultant.
  - .4 The Contractor is to provide project management and on-site supervision to undertake administration, meet schedules, ensure timely performance, ensure coordination, establish orderly completion, provide regular progress meetings and reports to the designated WorkSafeBC representative and/or consultant.
  - .5 The Contractor will convene meetings on a regular basis at the site of the work at which the Contractor shall have present such personnel as can take direction and make decisions for and on behalf of the Contractor in all matters relating to the normal construction and programming procedures. Such meetings shall be under the direction of the Consultant who will write and distribute minutes.
  - .6 The Contractor shall convene meetings on a regular basis with his sub-contractors to ensure orderly execution of the work, proper coordination and conformity with the agreed progress schedule. The Contractor shall be responsible for taking minutes of these meetings.
  - .7 Cooperate with authorities having jurisdiction. Coordinate the work of sub-contractors with continuous supervision.

#### **4 CUTTING, PATCHING AND MATCHING**

##### **.1 Structural Integrity:**

Contractor shall submit a written request in advance of any cutting or alteration which affects the structural integrity of any element of the Project; integrity of weather-exposed or moisture-resistant elements' efficiency, maintenance, or safety of any operational element; visual qualities of sight-exposed elements and work of WorkSafeBC or separate contractor.

##### **.2 Inspection:**

Contractor shall inspect existing conditions, including elements subject to damage or movement during cutting and patching; conditions affecting performance of work, after uncovering. The beginning of cutting or patching means acceptance of existing conditions.

##### **.3 Execution:**

- .1 Contractor shall execute the cutting, fitting, and patching to complete the Work; remove and replace defective and non-conforming work; provide openings in non-structural elements of Work for penetrations of mechanical and electrical work; perform work to avoid damage to other work; prepare proper surfaces to receive patching and finishing; and cut rigid materials using power saw or core drill (pneumatic or impact tools not allowed).

- .2 Contractor shall restore work with new products in accordance with Contract Documents; fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces; completely seal voids with fire-rated material, full thickness of construction element at penetration of fire-rated wall, ceiling, or floor construction; refinish surfaces to match adjacent finishes; for continuous surfaces refinish to nearest intersection; for an assembly, refinish entire unit; and where cord drilling is required, the Contractor must provide x-rays prior to drilling. Conceal all pipes, conduit, structural embeds and bolts (recess as required) except as indicated otherwise.
- .3 Patch and extend existing work using skilled mechanics who are capable of matching the existing quality of workmanship. The quality of patched or extended work shall not be less than that specified for new work as specified in the sections of the specification which follow.
- .4 In areas where a portion of an existing finished surface is damaged, lifted, stained, or otherwise made or found to be imperfect patch or replace the imperfect portion of the surface with matching material.
- .5 Do not incorporate salvaged or used material in new construction, except where small quantities of finish material which are difficult to match or duplicate is approved for patching or extending purposes by the Consultant, or where so otherwise directed by the contract drawings and specifications.
- .6 Provide adequate support or substrate for patching of finishes.
- .7 If the imperfect surface was painted or coated, repaint or recoat the patched portion in such a way that uniform colour and texture over the entire surface results.
- .8 If the surrounding surface cannot be matched, repaint or recoat the entire surface.
- .9 Where new work abuts or finishes flush with existing work, make the transition as smooth and workmanlike as possible. Patched work shall match existing adjacent work in texture and appearance so as to make the patch or transition invisible to the eye at a distance of 1.0 m.
- .10 Where drywall, wood, metal or other finished surface is cut in such a way that a smooth transition with new work is not possible, terminate the existing surface in a neat fashion along a straight line at a natural line of division and provide trim appropriate to the finished surface.
- .11 Where two (2) or more spaces are indicated to become one (1) space, rework floors and ceilings so that horizontal planes are without break, steps or bulkheads result.
- .12 In cases of extreme change of level 50 mm or more, obtain instructions from the Consultant as to method of making transition. Either stepping, bulkheading, encasement, ramping, sloping or change of transition line shall be employed, or a combination of these, as directed in each case by the Consultant.
- .13 Restore existing work that is damaged during construction to a condition equal to its condition at the time of the start of work.

## **5 SUBMITTALS**

### **.1 Shop Drawings and Product Data:**

Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, product and other data which the Contractor provides to illustrate details of a portion of work.

- (a) The Contractor shall provide shop drawings as described in the Contract Documents or as WorkSafeBC and/or Consultant may reasonably request in orderly sequence and sufficiently in advance so as to cause no delay in the work or in the work.
- (b) The submission of the shop drawings represents the Contractor has reviewed them, determined and verified all field measurements and field construction conditions (product requirements, catalogues number; and similar data) or will do so, and that the Contractor has checked and coordinated each shop drawing with the requirements of the work and the Contract Documents.

### **.2 Samples:**

The Contractor shall provide samples for review, and provide samples in duplicate as requested in the respective specification Sections and deliver/ send on a prepaid basis, to the Consultant's office business address.

### **.3 Maintenance of Documents:**

- (a) The Contractor shall maintain shop drawings and construction contract drawings and any other related documents.
- (b) The contractor shall keep a set of white prints on site for the purpose of maintaining Architectural, Electrical, Mechanical and Structural "Project Record Drawings" including any other related drawings pertaining to the project. Record all changes in red ink in an accurate and neat manner resulting from any deviations from the contract documents caused by site conditions and/or change orders. Record locations of concealed components for all disciplines and make these drawings available for inspection on site by WorkSafeBC and representing consultants.

### **.4 Project Record drawings:**

At final completion and where no more physical changes are made to the construction project site submit the "Project Record Drawings", to WorkSafeBC and/or representing Consultants.

### **.5 Submission:**

- (a) The Contractor shall, prior to final holdback release, collect reviewed submittals and assemble list of suppliers and manufacturers; submit material prior to final Application for Payment; submit operation and maintenance data; provide warranties fully executed and notarized; submit a final statement of account, giving total adjusted Contract Price, previous payments, and remaining moneys due. WorkSafeBC will issue a final change order reflecting approved adjustments to Contract Price not previously made.
- (b) The Contractor will then obtain a Certificate of Occupancy, and all Certificates of Approval such as may be issued by Building, Plumbing, Electrical, Health, Fire or Zoning and other department or by any other inspection authority having jurisdiction over site and project, including Certificate of Infeasible Title dated the day following the date when all lien rights expire, certifying that the property is free of liens.

## **6 SCHEDULES / DOCUMENTATION**

- .1 The Contractor shall submit the following schedules 5 days after award of the contract: construction progress schedule, schedule for shop drawings, product data and samples. The Contractor shall confirm completion, ready for occupancy, 1 week in advance for each phase.
- .2 The Contractor shall provide schedules/ documentation in the following format: schedules are to be prepared in horizontal bar chart format providing separate bar for each trade or operation, horizontal time scale shall identify the first work day of each week and the work is to be listed in a chronological order.

## **7 PROTECTION OF PROPERTY**

- .1 The Contractor shall protect the work and WorkSafeBC's property adjacent to the work site from damage which may arise as the result of the Contractor's operations under the Contract, and shall be responsible for such damage. The Contractor shall erect and maintain suitable and sufficient barriers, signs, lights or other necessary protection. Any damage due to failure to protect work shall be removed and replaced or repaired (re&re) as directed by the Consultant/WorkSafeBC Project Coordinator at no extra to the Contract.
- .2 Existing facilities are to remain in operation throughout the duration of this contract.
- .3 Conduct construction operations with no interference in day to day operations of WorkSafeBC both inside the facility and outside. Coordinate all work and develop a comprehensive area by area phasing plan with WorkSafeBC. Keep all WorkSafeBC operational areas free of construction material, noise or environmental disturbance, debris and equipment during hours of WorkSafeBC operation. Ensure protection and closure of any non-finished construction areas, access holes, etc., from occupied areas.
- .4 The contractor shall maintain at all times, emergency exits, building systems including life safety, security and environmental systems.
- .5 Activities producing noise, dust, fumes or vibration shall not be carried out during operational hours without prior approval by WorkSafeBC. Minimum of 48 hours notice shall be given of such activities.

## **8 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

### **.1 Installation/ Removal:**

The Contractor shall provide construction facilities and temporary controls in order to execute work expeditiously, remove from site all such work after use and restore building and site as required and protect existing interior finishes and surfaces where it is necessary to move materials or personnel through the building to reach the area of Work. All damages caused to the existing building due to the work of this Contract, shall be made good to the satisfaction of WorkSafeBC by the Contractor at no additional cost to the Contract.

### **.2 Hoarding:**

The Contractor shall erect hoarding to protect public, workers, public and private property from injury, damage, or noise to the satisfaction of WorkSafeBC.

**.3 Dust Tight Screens:**

The Contractor shall provide and install dust-tight screens or partitions to localize dust-generating activities, and for protection of workers, finished areas of Work and public. These are to be maintained and provide protection until such Work is complete.

**.4 Temporary Power:**

The Contractor may tie into WorkSafeBC electrical to perform the work. Tie in location as determined by WorkSafeBC.

**.5 Sanitary Facilities:**

The Contractor will provide their own facilities.

**.6 Temporary Telephones:**

The Contractor is to provide and pay for any temporary telephones necessary for own use and use of Consultant.

**.7 Storage:**

(a) The Contractor shall confine construction machinery and equipment, storage of Products, and operations of employees to limits indicated by laws, ordinances, permits, or the Contract Documents and shall not unreasonably encumber the Work with the Products.

(b) The Contractor to provide and maintain, in a clean and orderly condition, lockable storage for tools, equipment and materials. Should equipment and/or supplies storage be required, the Contractor must consult with Facilities; Projects to determine arrangements at commencement of project. The work and the operation of any vehicles and machinery, storage of equipment, materials and/or supplies must be contained within the designated work area.

**.8 Project Cleanliness:**

The Contractor is to maintain the job site daily in a tidy condition, free from accumulation of waste products and debris, waste material and debris to be removed from site and deposited in waste container at end of each working day. The Contractor is provide their own container, use of WorkSafeBC's container is not permitted. The location of the container to be confirmed with WorkSafeBC. The Contractor to clean interior areas prior to start of finish work, maintain areas free of dust and other contaminants during finishing operation.

**.9 Health and Safety:**

(a) The Contractor (also acknowledged as the "Prime Contractor" under Section 118 of the Workers Compensation Act) shall be solely responsible for construction safety at the work site, for compliance with the rules, regulations, and practices, and for supervising all safety precautions and programs in connection with the performance of the work.

(b) The Contractor will ensure no danger will befall the public at any time during the progress of the Project until completion; supply a First Aid kit on site at all times; meet with the Manager of Safety, Health & Security prior to commencement of construction; comply with all orders and instructions from the WorkSafeBC Safety Officer whether verbal or written; erect and maintain suitable and sufficient barriers, signs, lights or other necessary protection. All construction personnel shall be required to wear personal protective equipment at all times in the designated Construction area.

- (c) If, in the opinion of WorkSafeBC, the precautions taken by the Contractor are not adequate at any time during the performance of the Contract, WorkSafeBC may take all necessary precautions and charge the Contractor for the cost of taking such necessary precautions and deduct the costs from any moneys due to the Contractor. Failure of WorkSafeBC to order such additional precautions, however, shall not relieve the Contractor of full responsibility for public safety.

**.10 Fire Protection:**

- (a) The Contractor to provide and maintain temporary fire protection equipment during performance of work as required by insurance companies having jurisdiction and governing codes, regulations and bylaws. When the premise remains occupied during construction, the Contractor is to maintain all fire alarm systems in working order, and maintain all required means of egress for all building occupants.
- (b) The Contractor is to provide and submit to WorkSafeBC and to the municipal Authority Having Jurisdiction for review and approval, a Course of Construction Fire Safety Plan which shall, once approved, be prominently displayed and made familiar to the Contractor's forces.

**.11 Construction Noise, Vibration and Odour:**

The Contractor shall ensure the generation and transmission of noise, vibration and construction related odours is kept to a minimum. WorkSafeBC may restrict work that, in their judgement, generates excessive noise, dust vibration, or odour, to after 4:30 pm and before 6:30 am at no additional cost to the contract. Any work that causes noise, vibration or construction related odour which is found to be objectionable to the building occupants shall be corrected at no additional cost to WorkSafeBC.

**.12 Security:**

The Contractor shall abide by WorkSafeBC's security requirements during the construction period, obtain WorkSafeBC's permission prior to commencing work and ensure workers observe all of the existing security regulations, wherever such regulations apply. The Contractor shall not limit or disable building security systems during execution of Work without WorkSafeBC's permission. The Contractor shall provide 48 hours notice for after hours/weekend access to site.

**.13 Building Services:**

The Contractor is to maintain all important building services continuously throughout the entire construction period and keep temporary interruptions to electrical power, water, sewage, and other services to a minimum. Required interruptions to any existing services must be arranged with WorkSafeBC at least 24 hours in advance.

**.14 Hours of Work:**

The Contractor to perform work during WorkSafeBC's normal operating hours (7:30 a.m. - 4:30 p.m.). The work in the existing office space may be required to be performed after WorkSafeBC's normal operating hours.

**.15 Access to Site and Parking:**

- (a) The Contractor shall provide and maintain access roads, sidewalk crossings, ramps and construction runways as may be required for access to the work. Construction activity shall not interfere with the normal business of the building. WorkSafeBC will determine the means of access to and from the work area in addition to restricting times of access where it deems necessary for continued operations.

- (b) On-site parking for the Contractor shall be limited to a designated area. Street parking may be available, but it is the Contractor's sole responsibility to ensure that all municipal restrictions are complied with in regards to street parking, and to obtain any necessary permits as may be required to enable parking on adjacent street.

**.16 Keys:**

The General Contractor will be issued a set of keys and/or access card at the onset of construction. If lost, the cost of replacement of keys and the re-keying of applicable hardware will be borne by the Contractor. The cost for replacement of an access card is \$200.00.

**9 MATERIAL AND EQUIPMENT**

**.1 Alternate Product, Materials and Equipment**

- (a) The tender is based on the products, materials and equipments as specified. Products must meet or exceed the specifications listed.
- (b) Approval of equivalent or alternate products is required prior to tender close. See Instruction to Bidders, Clause 14. Product Approval Requests. Evidence of equality in the form of manufacturer specification sheets and samples may be requested.

**.2 Brand Names**

Unless otherwise stated, if, and whenever the Specifications or Drawings state a brand name, make, name of manufacturer, trade name or vendor catalogue number, it is for the purpose of establishing a grade of quality of material only. It is not intended to rule out competition from equal brands or makes.

**.3 Compliance:**

The Contractor agrees to comply with all laws and regulations affecting this tender document in any manner and agree to take further steps as may be necessary to effect such compliance. All laws and regulations required to be incorporated in contracts of this character are hereby incorporated by inference.

**.4 Material Quality:**

- (a) The Contractor shall ensure that all equipment and materials shall be new, not damaged or defective, and of the best quality (compatible with specifications) for purposes intended. The Contractor shall not substitute an article or a method of construction, manufacture or installation from that specified in the Contract unless WorkSafeBC and/or Consultant has first accepted it in writing. The Contractor shall store and maintain the equipment and materials in a manner that will preserve their quality and fitness.
- (b) The Contractor shall cooperate fully to enable WorkSafeBC and/or Consultant to conduct proper inspections or testing of the work performed. The Contractor will remove and replace defective products at its own expense and be responsible for delays and expenses caused by rejection.
- (c) If the Contractor does not carry out its obligations within a reasonable time, WorkSafeBC may remove and replace or modify the unsatisfactory work at the Contractor's cost. Should any dispute arise as to the quality or fitness of products, the decision as to the quality and fitness rests strictly with WorkSafeBC.

**.5 Material Availability:**

- (a) The Contractor must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of bid and delivery time. It is the Contractor's responsibility to notify WorkSafeBC immediately if items specified are discontinued, replaced or not available for an extended period of time.
- (b) If delays in the supply of products are foreseeable, the Contractor shall notify WorkSafeBC in order that other remedial action may be authorized in time to prevent delay in performance of the work. In the event of failure to notify WorkSafeBC, WorkSafeBC reserves the right to substitute more readily available products of a similar character at no increase to the Contract Price.

**.6 Manufacturer's Instruction:**

Unless otherwise indicated in specifications, the Contractor shall install or erect Products in accordance with manufacturer's instructions and is not to rely on labels or enclosures provided with Products. The Contractor is to obtain written instructions directly from manufacturers. The Contractor shall notify WorkSafeBC, in writing, of conflicts between specifications and manufacturer's instructions so that WorkSafeBC may establish a course of action. Improper installation or erection of Products, due to failure in complying with these requirements, authorizes WorkSafeBC to require removal and reinstallation at no increase in Contract Price.

**.7 Workmanship:**

- (a) The Contractor is required to ensure that all persons employed by it in connection with the performance of the work are qualified trades persons capable of carrying out the work, adequately trained, fully instructed and supervised by a Foreman or Supervisor who has knowledge and practical experience acceptable to WorkSafeBC.
- (b) The decisions as to quality, fitness or workmanship in cases of dispute rest solely with WorkSafeBC. Any worker not acceptable to WorkSafeBC by reason of incompetence or improper conduct, or who is discovered to be a security risk, shall be excluded from the work site and replaced forthwith. WorkSafeBC may take whatever action deemed necessary and appropriate in order to obtain satisfactory security clearance on the Contractor's employees.

**.8 Concealed or Unknown Conditions:**

- (a) If WorkSafeBC or the Contractor discovers conditions at the place of work which are subsurface or otherwise concealed physical conditions which existed before the commencement of the work and which differ materially from those indicated in the contract documents; or physical conditions of a nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the contract documents; then the observing party shall notify the other party in writing before conditions are disturbed and in no event later than 5 working days after first observance of the conditions.
- (b) WorkSafeBC and/or Consultant will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the Contractor's cost or time to perform the work, WorkSafeBC shall issue appropriate instructions for a change in the work.

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## **10 PROJECT CLOSE-OUT**

### **.1 Final Cleaning Activities:**

The Contractor shall perform final cleaning activities including:

- (a) Remove products, tools, construction machinery and equipment, and waste products and debris, other than that resulting from work performed by WorkSafeBC, other contractors or their employees, prior to application for the final certificate for payment,
- (b) Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, mechanical and electrical fixtures, replace broken, scratched or disfigured glass,
- (c) Remove stains, spots, marks and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls and all other exposed surfaces,
- (d) Vacuum clean and dust building interiors including behind grilles, louvers, screens and window coverings;
- (e) Wax, seal, shampoo or prepare floor finishes as recommended by manufacturer, or as specified in these Specifications; steam clean carpets and remove dirt and other disfigurements from exterior surfaces.

### **.2 System Demonstration:**

Prior to final inspection, the Contractor shall demonstrate operation of each system to WorkSafeBC, instruct personnel in operation, adjustment and maintenance of equipment and systems, using provided operation and maintenance data as basis for instruction.

### **.3 Inspection/ Takeover Procedures:**

- (a) Prior to application for Certificate of Substantial Performance, the Contractor to carefully inspect the Work and ensure it is complete, that major and minor construction deficiencies are complete, defects are corrected and building is clean and in condition for occupancy. The Contractor is to notify WorkSafeBC and/or Consultant in writing of satisfactory completion of the Work and request an inspection.
- (b) During WorkSafeBC's and/or Consultant's inspection, a list of deficiencies and defects will be tabulated and corrected by the Contractor. When WorkSafeBC and/or Consultant considers deficiencies and defects have been corrected and it appears requirements of Contract have been performed, the Contractor shall make application for Certificate of Substantial Performance.

### **.4 Payment Schedule:**

- (a) Applications for Progress Payments shall be dated the last day of the agreed monthly payment period and the amount claimed shall be for the value, proportionate to the amount of the contract, of work performed and products delivered to the place of work at that date.
- (b) Where a Lump Sum Price Schedule is not requested, all charges for work shall be itemized on an invoice showing actual hours work. Non-productive times such as traveling time shall be shown separately on the invoice. If materials are supplied, they shall be listed separately at the Contractor's "cost" with mark-up shown separately.
- (c) When the Contractor considers the work is substantially performed, the Contractor shall prepare and submit to WorkSafeBC and/or Consultant a comprehensive list of items to be

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completed or corrected and apply for a review by WorkSafeBC and/or Consultant to establish Substantial Performance of the work. Failure to include an item on the list does not alter the responsibility of the Contractor to complete the contract.

- (d) When the Contractor considers the work is completed, the Contractor shall submit an application for Final Payment.
- (e) All invoices must identify the project number, name, location of project and purchase or contract order number.
- (f) WorkSafeBC's payment terms are net thirty (30) days of the invoice date for the portion of services rendered as per progress schedule.
- (g) WorkSafeBC will not be responsible for delay in receipt of Supplier/ Contractor's invoices. Should delay occur, time allowed by the Supplier/ Contractor for payment of invoices, or for accepting a cash discount offered shall commence on the date invoices are received by WorkSafeBC.
- (h) Upon substantial completion of said work and its acceptance by WorkSafeBC, WorkSafeBC shall pay the Contractor the agreed Progress Payment and/or Final Payment subject to a **10% holdback**, which shall become payable fifty-five (55) days after the work has been substantially completed, subject to the terms and conditions of the current Builders Lien Act of British Columbia.
- (i) WorkSafeBC offers and encourages the use of electronic funds transfer (EFT) for its Contractors. Successful Contractors who are awarded a contract will be presented with an option to initiate an EFT request with their contract documents.

## **11 INCOMPLETE OR UNSATISFACTORY PERFORMANCE**

- .1 When work is found incomplete or unsatisfactory, the Contractor shall rectify the condition immediately at its own expense. Periods of unsatisfactory performance shall not be paid for and where this occurs, monthly progress payments shall be pro-rated. Repeated unsatisfactory performance will not be tolerated and will constitute a breach of the Contract.
- .2 The Contractor shall promptly remove from the work site and replace or re-execute defective work that has been rejected by WorkSafeBC and/or Consultant as failing to conform to the Contract Documents, whether or not the defective work has been incorporated in the work and whether or not the defect is the result of poor workmanship, use of defective products, or damage through carelessness or acts or omission of the Contractor.
- .3 If the Contractor fails to take such action as will ensure WorkSafeBC suffers no loss or damage then WorkSafeBC may, without further notice to the Contractor, take such steps as may, in the sole judgment of WorkSafeBC, be necessary to remedy such default, and without limiting any of WorkSafeBC remedies at law or in equity, all costs incurred by WorkSafeBC shall be paid by the Contractor.

If the Contractor fails to pay such costs on demand, WorkSafeBC shall be entitled to either deduct the costs from any other amounts payable under this agreement or to withhold payment of any amounts payable to the Contractor until such time as WorkSafeBC has recovered all its costs in remedying the default.

\*\*\*\*\* END OF SECTION 01010 \*\*\*\*\*

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## **SELECTIVE DEMOLITION**

### **1.0 GENERAL**

#### **1.1 DOCUMENTS**

This section of the Specification forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

#### **1.2 SECTION INCLUDES**

- .1 The selective demolition and removal of existing construction not forming part of the finished work

#### **1.3 RELATED SECTIONS**

- .1 Structural General Notes

#### **1.4 GENERAL DESIGN REQUIREMENTS**

- .1 British Columbia Building Code, Part 8 – Safety Measures at Construction and Demolition Sites.
- .2 Workers' Compensation Board of British Columbia Regulations.
- .3 CSA S350 – "Code of Practice for Safety in Demolition of Structures"
- .4 BC Waste Management Act and Special Waste Regulation

#### **1.5 QUALITY OF ASSURANCE**

- .1 Contractor shall assign work to trades experienced, efficient and skilled in the work designated to remain and/or to be removed so as to cause the least damage to each type of work encountered.
- .2 Any bracing, shoring or underpinning required to secure or support parts or assemblies of the existing building or structure shall be designed by a professional Engineer registered in the province of British Columbia.

#### **1.6 SUBMITTAL**

- .1 Submit shop drawings for work requiring the Engineer's design as specified in the previous Clause 1.5.2.

#### **1.7 SITE CONDITIONS**

- .1 Unobstructed safe access for personnel and materials shall be maintained at all times.
- .2 Safe access for members of the public and WorkSafeBC staff to all areas of the building shall be maintained at all times.

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- .3 Utility and service outages shall be kept to minimum and will be permitted only with written permission from the WorkSafeBC. Make outage requests at least 48 hours before date of proposed outage, except where outages involve telephone and data equipment, WorkSafeBC is to be notified a minimum of three (3) weeks in advance.
  - .4 Protect and maintain existing active services designated to remain or as required to facilitate the work.
  - .5 Maintain normal building temperatures and humidity within public areas during work by means of dustproof partitions.
  - .6 Suppress all dust and dirt. Prevent the occurrence of unsanitary conditions, flooding or leaking.
  - .7 Do not allow dirt, debris or discarded materials to accumulate on site. Remove promptly.
  - .8 Provide illumination for safe demolition and working conditions, but in no case provide less than 25 fc in areas where work is being done.

## **1.8 CONSTRUCTION WASTE MANAGEMENT**

- .1 WorkSafeBC is committed to generating the least amount of waste due to construction and renovation projects. The Contractor is to follow guidelines as established by WorkSafeBC and other regulatory bodies when disposing of materials generated by demolition.
- .2 Conform to applicable codes and regulations for disposal and removal of common and hazardous waste.
- .3 Handle and dispose of all hazardous and banned materials in accordance with the BC Waste Management Act and Special Waste Regulation, and regional and municipal regulations.
- .4 Refer to 00200 General Terms and Conditions Item 25 for the Owner's Sustainability Policy and procedures.

## **2.0 EXECUTION**

### **2.1 INSPECTION**

- .1 Inspect the work and notify the Consultant of any conditions affecting the performance of the work. Review the drawings and determine the total content of work to follow.

### **2.2 PREPARATION**

- .1 Measures shall be taken during demolition to protect the public in conformance with CSA S350 and municipal bylaws.
- .2 Provide all bracing to maintain building and components structurally secure and free of deflection or stress until new stairs are completed.
- .3 Provide protection to ensure materials, finishes and surfaces to remain will not be damaged, scratched or marred by work of this section.

- .4 Ensure that affected services and utilities have been disconnected prior to the commencement of work.
- .5 Take all reasonable measures to ensure that dust and dirt generated by the work are localized and contained within the demolition area by properly sealing off all openings, louvers, vents, ducts, ceiling spaces and any other similar potential passageways leading to existing building systems and existing occupied areas still in operations.
- .6 The Contractor is to meet with the WorkSafeBC and Consultant, prior to commencing demolition operations, to present and review protective measures and operational protocols. Demolition is not to commence until WorkSafeBC is fully satisfied with proposed protective strategies.

### **2.3 DEMOLITION**

- .1 Measures shall be taken during demolition to protect the public in conformance with CSA S350 and municipal bylaws.
- .2 Provide all bracing to maintain building and components structurally secure and free of deflection or stress until new stairs are completed.
- .3 Provide protection to ensure materials, finishes and surfaces to remain will not be damaged, scratched or marred by work of this section.
- .4 Where any material, component, assembly or item is indicated for reuse, removal shall be by a trade which normally provides or installs such an item
- .5 Such items being reused are to be carefully stored in a protected area until ready to be reinstalled into the new construction proposed.
- .6 Cut out and remove assemblies, materials, items indicated as being removed, abandoned or discarded on the drawings
- .7 Repair and make good damage to existing construction caused by the work of this section. Use mechanics skilled in the type of work involved to replace such damaged work.

### **2.4 CLEANING**

- .1 Continuously during the work of this section remove all dirt, debris, discarded material and deposit in waste containers. Keep routes to and from waste containers clear.
- .2 Clean interior area of building daily where work of this section causes or deposits and dirt or debris.
- .3 In areas of the Work where WorkSafeBC staff will have free access during the hours of 6:00 a.m. to 5:00 p.m., the contractor is to ensure that he leaves the area clean and free of debris so as to provide a safe environment for the public.

\*\*\*\*\* END OF SECTION 02070 \*\*\*\*\*

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## **PAINTING**

### **1.0 GENERAL**

#### **1.1 DOCUMENTS**

This section of the Specification forms part of the Contract Documents and is to be read, interpreted and coordinated with all other parts.

#### **1.2 REFERENCES**

- .1 Canadian Architectural Painting Specification Manual, as published jointly by the Master Painters and Decorator's Association of B.C. (MPDA) and the Master Painters Institute (MPI).
- .2 Maintenance Repainting Specification Manual as published by the MPI and the MPDA.

#### **1.3 GENERAL DESIGN REQUIREMENTS**

- .1 Paint colours, texture and sheen will generally be to match the existing colour scheme, texture and finish. It is the responsibility of the contractor to match existing colours, texture and sheen to the satisfaction of WorkSafeBC and the Consultant. Where available, obtain colour information from the Consultant and/or WorkSafeBC.
- .2 Prior to start of paint application, confirm intended colour scheme with the Consultant.
- .3 Paint manufacturer is to be Cloverdale Paints in conformance with WorkSafeBC standard product.
- .4 Generally paint with colour, texture and sheen to match adjacent surfaces: Access doors, registers, radiators and covers, prime coated butts, prime-coated door closers and exposed sprinkler and service piping, ductwork and electrical conduit and suspension systems.
- .5 All work is to be done to the satisfaction of the Consultant.

#### **1.4 SUBMITTALS**

- .1 If requested by the Consultant provide for approval a 300 mm x 300 mm sample of each colour on the actual base material. Colours shall be exact shade, texture and gloss value.

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**1.5 QUALITY ASSURANCE**

- .1 Approved paint manufacturers and products are as listed in the MPDA manual under "Products" unless otherwise specified herein.
- .2 The painting contractor must have a minimum of five (5) years proven satisfactory experience in related work. Maintain a qualified crew of painters throughout the duration of the work to fully satisfy the requirements of this specification.

**1.6 PRODUCT DELIVERY, STORAGE AND HANDLING**

- .1 Deliver paint materials to job site in sealed original labeled containers bearing the manufacturer's name, type of paint, brand name, colour designation and instructions for mixing and/or reducing.
- .2 Store paint materials at a minimum ambient temperature of 7°C in a well ventilated and heated single designated area.
- .3 Take all necessary precautionary measures to prevent fire hazards and spontaneous combustion. Maintain an operational 10 kg capacity CO<sub>2</sub> fire extinguisher in each storage area.
- .4 Where toxic materials, and both toxic and explosive solvents are used, appropriate precautions and no smoking must be taken as a regular procedure.

**1.7 SITE CONDITIONS**

- .1 Temperatures, moisture content of the surfaces, lighting and ventilation shall conform to the following:
  - .1 Plaster and Wallboard: Maximum moisture content 12%.
  - .2 Concrete/Concrete Block: Maximum moisture content 12% for solvent type paint, 18% for water base paint. Masonry surfaces shall be tested for alkalinity and shall have been installed a minimum of 28 days.
  - .3 Wood: Maximum moisture content 15%.
  - .4 Temperatures: Do not execute painting work if temperatures on the surfaces, or the air in the vicinity of the painting work are below 5°C (interior work) and 10°C (exterior work).
  - .5 Provide minimum of 15 fc lighting on surfaces to be painted.
  - .6 Provide adequate continuous ventilation and sufficient heating facilities to maintain temperatures above 7°C for 24 hours before and after paint application.
  - .7 Relative Humidity: Not higher than 85%.

## **2.0 PRODUCTS**

### **2.1 MATERIALS**

- .1 Paint, varnish, stain, enamel, lacquer, and fillers shall be of a type and brand herein specified and listed under "Paint Product Recommendations" as covered in the MPDA Manual, latest edition, for specific uses.
- .2 Paint materials such as linseed, oil, shellac, turpentine, etc., and any of the above materials not specifically mentioned herein but required for work with the finish specified shall be highest quality product of an approved manufacturer and in accordance with CGSB standards as a minimum.

### **2.2 MIXING**

- .1 Paints shall be ready-mixed unless otherwise specified, except that any coating in paste or powder form, or to field-catalysed shall be field-mixed in accordance with the directions of its manufacturer. Pigments shall be fully ground and shall maintain a soft paste consistency in the vehicle during storage that can and shall be dispersed readily and uniformly by paddle to a complete homogeneous mixture.
- .2 The paint shall have good flowing and brushing properties and shall dry or cure free of streaks or sags, to yield the desired finish specified.

## **3.0 EXECUTION**

### **3.1 SCOPE OF WORK**

- .1 All existing painted walls, ceilings, floors, columns, trim, ducts, conduit, piping, and other components that will remain exposed to view within the project boundary and elsewhere as noted on the drawings or herein are to be re-painted.
- .2 All new walls, ceilings, columns, trim, and other components that will remain exposed to view are to be painted.
- .3 All new concrete floors that will not be covered by other floor finishes are to be painted.
- .4 Refer to General Notes and Painting and Finishing Notes on the drawings for additional information and intent.
- .5 Any confusion or uncertainty with respect to the extent of painting or re-painting is to be clarified with the Consultant. Claims for additional costs will not be entertained for conditions that could be reasonably ascertained by a detailed inspection of the site.

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### **3.2 INSPECTION**

- .1 Inspect all surfaces and materials to receive painting before commencing work. Notify the Consultant in writing of any defects or conditions affecting the proper application of the work of this section.
- .2 Obtain necessary information from other trades on compatibility of their primers and finishes with work of this section.
- .3 Do not proceed with painting work until defects have been corrected.
- .4 Start of work implies acceptance of surfaces and conditions.

### **3.3 PREPARATION OF SURFACES**

Refer to the MPI Architectural Painting & Maintenance Repainting Manuals for surface preparations not included in the following:

- .1 Mildew Removal: Scrub with solution of TSP and bleach, rinse with clear water and allow surface to dry completely.
- .2 Canvas and Cotton Insulated Coverings: Remove dirt, grease and oil, test for moisture content of 12% or less.
- .3 Concrete Floors (New): Remove contamination, acid etch and rinse with clear water and assure acid - alkali balance, let dry.
- .4 Drywall: Remove contamination, prime surface to show defects if any. Apply paint only after defects have been remedied.
- .5 Galvanized Steel: Remove surface contamination, wash metal with xylene solvent and apply coat of an approved etching type primer.
- .6 Zinc Coated Steel: Remove surface contamination, phosphatize and prepare surface to material manufacturer's instructions for priming.
- .7 Concrete and Masonry Surfaces: Remove dirt, loose mortar, scale, powder and other foreign matter. Oil and grease to be removed by solution containing TSP, rinse and let dry. Remove concrete stains caused by weathering of corroding metals with solution of sodium metasilicate after being thoroughly wetted with water. Let dry.
- .8 Plaster: Fill minimal cracks, holes and imperfections with patching plaster and smooth to match adjoining surfaces after the application of the prime coat. Wash and neutralize alkali surfaces where they occur. Provide moisture testing.
- .9 Structural Steel: Clean all members, remove loose mill scale, rust, oil, dirt and other foreign matter. Prepare surfaces according to minimum SSPC SP6, "Commercial Abrasive Blast Cleaning" or better.

- .10 Wood, Plywood and Millwork: All wood surfaces shall be clean and dry with a moisture reading of less than 15%. Wipe off dust and grit prior to prime coat; knots, pitch streaks and sappy sections shall be spot coated with sealer. Fill all nail holes and fine cracks after primer has dried and sanded between coats. Backprime interior and exterior woodwork.
- .11 General: Protect other surfaces from paint and damage and make good any damage caused by failure to provide suitable protection.
- .12 Drop Cloths: Furnish sufficient drop cloths, shields and protective equipment to prevent spray or dropping from fouling surfaces not being painted and in particular, surfaces within the storage and preparation area.
- .13 Removal of Combustible Rubbish: Place cotton waste, cloths and material which may constitute a fire hazard, in closed metal containers and removed daily from site.
- .14 Hardware: Remove all electrical plates, surface hardware, fittings and fastenings, prior to painting operations. Carefully store, clean and replace on completion of work in each area. Do not use solvent to clean hardware that will mar the finish on these items.

### **3.4 SHOP PAINTING FOR STRUCTURAL AND MISCELLANEOUS STEEL**

- .1 Clean all members, remove loose mill scale, rust, oil, dirt and other foreign matter. Prepare surfaces according to minimum SSPC SP6, "Commercial Abrasive Blast Cleaning" or better.
- .2 Apply one coat of specified prime paint in the shop to all steel surfaces, except:
  - .1 surfaces to receive field installed stud shear connectors;
  - .2 surfaces and edges to be field welded;
  - .3 faying surfaces of friction-type connectors.
- .3 Apply paint under cover, on dry surfaces only, and when surface and air temperatures are above 5°C.
- .4 Maintain dry condition and 5°C minimum temperature until prime coat is thoroughly dry.
- .5 Patch paint bolts, nuts, sharp edges and corners one coat before full prime coat is applied.
- .6 Apply paint by brush or spray to a dry film thickness of 0.05 mm minimum.

### **3.5 APPLICATION**

- .1 Method of paint application shall be generally by the accepted trade method for the building locale and as approved by the Consultant. Where specified on the drawings, electrostatic process shall be used for painting of selected miscellaneous steel components.

- .2 Painting coats specified are intended to cover surfaces satisfactorily when applied in strict accordance to recommendations.
- .3 Apply each coat at the proper consistency.
- .4 Each coat of paint shall be slightly darker than preceding coat unless otherwise approved.
- .5 Sand lightly between coats to achieve required finish.
- .6 Do not apply finishes on surfaces that are not sufficiently dry.
- .7 Each coat of finish should be dry and hard before a following coat is applied unless the manufacturer's directions state otherwise.
- .8 Tint filler to match wood when clear finishes are specified; work filler well into the grain and before it has set, wipe the excess from the surface.
- .9 Backprime interior woodwork which is to receive a paint or enamel finish upon arrival at the job site with enamel undercoater paint.
- .10 Top and bottom edges of wood and metal doors shall be primed with undercoater, stain or varnish, depending on the finish specified. Wood door edges shall be reprimed immediately (same day) after they are cut, trimmed or planed.
- .11 Include columns, steel framing (joists, beams, purlins, bracing, etc.), bulkheads, etc. in rooms scheduled to be painted and/or primed.

### **3.6 CLEANING**

- .1 Promptly as the work proceeds and on completion of the work, remove all paint where spilled, splashed or spattered; during the progress of the work, keep the premises free from any unnecessary accumulation of tools, equipment, surplus materials and debris; at the conclusion of the work, leave the premises neat and clean.

### **3.7 SCHEDULES**

- .1 Refer to drawings for the extent of finishing required.
- .2 The following titles and code numbers refer to the MPI Architectural Painting Specification Manual and the Maintenance Repainting Manual.

- .3 Interior painting and finishing schedule.
- .1 Gypsum Wallboard (typical walls, ceilings & bulkheads)  
INT 9.2A, Latex, semi-gloss  
1st Coat: Latex primer sealer.  
2nd Coat: Envirogard 15-030  
3rd Coat: Envirogard 15-030  
  
RIN 9.2A, Latex, semi-gloss  
1st Coat: Latex primer sealer.  
2nd Coat: Envirogard 15-030  
3rd Coat: Envirogard 15-030
- .2 Gypsum Wallboard (wall, ceilings and bulkheads in washrooms)  
INT 9.2F, "Tile Like" waterborne  
1st Coat: Alkyd sealer  
2nd Coat: Alkyd sealer  
3rd Coat: Catalysed enamel  
4th Coat: Catalysed enamel
- .3 Structural and Miscellaneous Steel  
INT 5.1E - alkyd, premium grade, semi-gloss.  
1st Coat: Alkyd Metal Primer.  
2nd Coat: Alkyd.  
3rd Coat: Alkyd.  
  
RIN 5.1E - alkyd, premium grade, semi-gloss.  
1st Coat: Alkyd Metal Primer.  
2nd Coat: Alkyd.  
3rd Coat: Alkyd.
- .4 Concrete Horizontal Surfaces (Floors)  
INT 3.2B, Alkyd, semi-gloss, premium grade.  
1st Coat: Alkyd Floor  
2nd Coat: Alkyd Floor  
3rd Coat: Alkyd Floor
- .5 Concrete Vertical Surfaces  
INT 3.1A, Latex, semi-gloss, premium grade.  
1st Coat: Latex primer sealer.  
2nd Coat: Envirogard 15.  
3rd Coat: Envirogard 15.
- .6 Structural and Miscellaneous Steel  
INT 5.1E - alkyd, premium grade, semi-gloss.  
1st Coat: Alkyd Metal Primer.  
2nd Coat: Alkyd.  
3rd Coat: Alkyd.

\*\*\*\*\* END OF SECTION 09900 \*\*\*\*\*