# General

## Summary

* + 1. The Work of this Section includes, but is not limited to the following:
       1. Restrictions on use of premises
       2. Work sequence
       3. Owner occupancy of spaces outside of this Contract
       4. Partial owner occupancy of spaces under this Contract
       5. Interruption of existing services / utilities
       6. Site access by the Contractor
       7. Working hours
       8. Restricted hours of Work – Special requirements
       9. Contact for after-hours or emergency services
       10. Maintaining life safety systems in occupied facilities
       11. Cold weather construction
       12. Security and protection of construction site and equipment
       13. Police record check / non-disclosure agreement (NDA)

## Restrictions on use of premises

**RoD SPEC NOTE:** Elaborate on specified requirements and show on Drawings extent of limits on use of premises in as much detail as may be required.

* + 1. Limit use of premises for Work and storage required to complete the Project, and to allow the following:
       1. Partial Owner occupancy.
       2. [Work by Other Contractors.]
       3. [Public usage.]
    2. Coordinate use of premises under direction of the Consultant.

**RoD SPEC NOTE:** Delete the following paragraphs within Work Sequence if no Phasing scheduled on the Project. Modify the paragraphs below to reflect phasing requirements when needed.

## Work sequence

* + 1. Schedule and construct Work in stages to accommodate Owner's [continued] [intermittent] use of premises during construction.

**RoD SPEC NOTE:** Use the following paragraph only for work to which the public has access. Edit as appropriate. Delete when not required.

* + 1. Schedule and construct Work in stages to provide for continuous public usage. Do not close off public usage of facilities until use of one stage of Work will provide alternate usage.

**RoD SPEC NOTE:** Be mindful not to identify “hard” start dates of phases. If one Phase is scheduled to begin once another Phase has been deemed complete, identify that below. Delete when not required.

* + 1. Required stages:
       1. [Refer to staging diagrams].
       2. Stage 1: [Description of Work], completed by [Month/Day/Year].
       3. Stage 2: [Description of Work], completed by [Month/Day/Year].
       4. Stage 3: [Description of Work], completed by [Month/Day/Year].
       5. Stage 4: [Description of Work], completed by [Month/Day/Year].

## Owner occupancy of spaces outside of this Contract

* + 1. The building and parking areas, which are not immediately affected by the Work, will remain occupied by the Owner during the Work.Cooperate with Owner in scheduling operations to minimize disruptions and to facilitate Owner usage.
    2. Maintain continuation of fire protection in existing building.
    3. Maintain existing exits and ensure that proper and safe means of egress from all parts of existing building to open spaces are provided at all times to the approval of authorities having jurisdiction. Locate and install exit lights, and illuminate temporary means of egress, where required.
    4. Maintain access to service and delivery entrances.
    5. Maintain security of existing building during the Work.

**RoD SPEC NOTE:** Delete the following article if partial Owner occupancy is not required on this Project.

## Partial owner occupancy of spaces under this Contract

**RoD SPEC NOTE:** The following paragraph indicates Ready-for-Takeover milestone. Use Ready-for-Takeover on CCDC 2-2020 Projects.

**RoD SPEC NOTE:** Revise “Ready-for-Takeover” to “Substantial Performance” when using a different Contract Delivery Method on the Project.

* + 1. Schedule designated portions of Work for Owner's use prior to Ready-for-Takeover.

**RoD SPEC NOTE:** List designated areas and any mandatory completions dates, and indicate by coloured diagram, the designated areas on the phasing drawings.

* + 1. Designated Areas:
       1. [\_\_\_\_\_], completed by [\_\_\_\_\_].
       2. [\_\_\_\_\_], completed by [\_\_\_\_\_].
       3. [\_\_\_\_\_], completed by [\_\_\_\_\_].

## Interruption of existing services / utilities

* + 1. Notify Owner and Consultant and utility companies of intended interruption of services and obtain required permission.
    2. Where Work involves breaking into or connecting to existing services, give Owner and Consultant a minimum forty-eight (48) hours of notice for necessary interruption of mechanical or electrical service throughout course of work.
    3. Keep duration of interruptions minimum. In no case shall service interruptions affect the total existing building.
    4. Do not interrupt mechanical or electrical services of the existing building except for temporary close-downs to make connections to new work, and as approved by prior arrangements.
    5. Carry out interruptions after regular working hours of occupants, preferably on weekends, unless Owner’s prior written approval is obtained.
    6. Protect and maintain existing active services. Record location of services, including depth, on as-built drawings. Have all utilities located and staked out and provide the Owner with all cable locations supplied by the utilities prior to commencing any excavation or demolition.
    7. Contact the local municipality, utilities or any other agencies for further information regarding the exact location of all existing utilities, to exercise the necessary care in excavation and demolition operations, and to take such precautions necessary to safeguard the utilities from damage.
    8. Arrange with mechanical and electrical Subcontractors to immediately cut off and cap decommissioned services, previously concealed but uncovered during work.
    9. All utilities located within the limits of proposed excavations shall be exposed by hand excavation and carefully supported and protected by the Contractor.
    10. Removal, relocation, or supporting of existing utilities shall be carried out in consultation with the respective authorities:

**RoD SPEC NOTE:** Edit the following list to remove utility companies not required on the Project.

* + - 1. [Oshawa PUC] [Whitby Hydro] [Veridian] [Hydro One Connections]
      2. Bell Canada
      3. Enbridge Gas
      4. Rogers Cable
      5. any other utility/Contractor as required.
    1. Should existing services be accidentally uncovered and disrupted, make complete restoration immediately, and ensure adequate protection to avoid further disruption until alternative means of providing permanent continuation of the services are made.
       1. Make restorations to uncovered or disrupted mechanical or electrical services where such services pose a potential health or safety risk.
       2. Restorations shall be an extra to the Contract only where such work could not have been reasonably foreseen by examination at the time of bidding in the sole opinion of the Owner.
    2. Be responsible for paying charges by the Utilities or Agencies for locating cables and pay any charges for repairs and lost revenue if utility equipment, cables, pipes or other assets are damaged and is responsible to make good any ground and surface damages as well.
    3. Make payment for work specified in the foregoing at no additional cost to the Owner if, in the opinion of the Consultant, such work could have been reasonably foreseen by examination at time of bidding and which has been caused by lack of proper care and protection.
    4. Prior to the commencement of demolition, provide a sign-off sheet from the existing water, gas, electrical, telephone, and sewer service providers.
    5. Verify that services are cut off, capped, diverted and/or removed as required by local regulating authorities. Ensure all services are in the proper state prior to commencing work.
    6. Ensure all utilities are capped off at the property line and identify the termination locations on reference drawings.
    7. Unless otherwise specified, restore services on which work is performed to original condition.
    8. No claims will be considered which are based on delays or inconvenience resulting from the removal or relocation of services not being completed before the start of this Contract.
    9. Construct or erect barriers in accordance with Section 01 56 00 as required to protect pedestrian and vehicular traffic.

## Site access by Contractor

* + 1. Unless stated otherwise, the Contractor will be permitted access to the site from start of construction until Substantial Performance of the Contract.
    2. Access Roads and Walks:
       1. Maintain roads and walks, removing dirt, mud, debris, ice, snow and other obstructions during use.
       2. Provide for access of emergency vehicles at all times.
    3. After Substantial Performance of the Contract, the Contractor shall not enter the facility without prior written authorization from the Owner and the Contractor's activities shall be restricted to the work duly authorized by the Owner, including modifications and rectification of deficiencies. If the Contractor proposes to perform additional work other than the authorized work, further written approval must be obtained by the Contractor from the Owner prior to proceeding with such additional work.
    4. Workers employed on the site shall sign a "Daily Register" provided showing "IN" and "OUT" times and number of hours worked on each shift. Times shall be recorded in 24-hour time (i.e. 00:00 to 23:59).
    5. All Contractor’s workers employed on site shall be orientated by the facility operator prior to start of work.

## Working hours

**RoD SPEC NOTE:** Edit as required to suit Owner and Project specific requirements. Delete when working on new construction, or where restrictions are not required by the Owner.

* + 1. Carry out Work between the hours of 7:00 a.m. and 5:00 p.m. local time, Monday through Friday except statutory holidays.
    2. If the Contractor wishes to complete any work outside of these regular hours, obtain permission from the facility operator through the Owner at least forty-eight (48) hours prior.
    3. The Owner will not be responsible for additional costs associated with working after regular hours unless such after-hours work is ordered by the Owner and not specified as a requirement in the Contract Documents.
    4. The Owner will not be responsible for additional costs associated with working after regular hours if such after-hours work is required for the Contractor to return to the agreed upon construction schedule.

**RoD SPEC NOTE:** Edit as required to suit Owner and Project specific requirements.

## Restricted hours of work – Special requirements

* + 1. Perform “odour-generating work” at Owner-occupied areas:
       1. From Monday to Friday from 6:00 p.m. to 7:00 a.m. only.
       2. On Saturdays, Sundays, and statutory holidays to Owner approval.
    2. Schedule “excessively noisy work” to avoid disturbance to building occupants, as follows:
       1. Monday to Friday from 6:00 p.m. to 7:00 a.m.
       2. On Saturdays, Sundays, and statutory holidays to Owner approval.
    3. Major noise emitting activities shall include activities that generate noise levels above those normally generated by construction activities, such as pile driving, demolition, and the like.
    4. Notify owners and representatives of occupied buildings adjacent to the Place of the Work, as well as the Consultant and the Owner, a minimum of 48 hours prior to undertaking major noise emitting activities, including a description of the nature and extent of such activities. Owner shall provide contact information for representatives of adjacent occupied buildings to the Contractor.
    5. Owner has the right to request immediate cessation of noise or vibration generating activities where occupant safety is in immediate jeopardy.
    6. Use powder actuated devices only with Consultant’s written permission.
    7. Submit schedule of special requirements or disruptions in accordance with Section 01 33 00.

## Contact for after-hours or emergency services

* + 1. When after-hours work is permitted by the Owner, provide an after-hours phone number to respond to emergencies or requirements that arise when offices are closed.

## Maintaining life safety systems in occupied facilities

* + 1. Maintain operational life safety systems and public access to exits in occupied areas during all stages of the Work.
    2. Determine nature and exact locations of existing fire and smoke sensors prior to the commencement of the Work. Avoid direct or indirect jarring while working in adjacent areas and exercise caution to avoid triggering these devices.
    3. Be responsible for costs incurred by Owner on account of false fire alarms activated as a result of the execution of the Work without adequate precautions.

**RoD SPEC NOTE:** Keep the following paragraph where cold weather construction is required to compete the Project on time. Delete if not required on the Project.

## Cold weather construction

* + 1. Cold weather construction is required.
    2. Commence work immediately upon receipt of the Owner’s Order to Commence Work and continue full scale operations throughout the winter months and thereafter until the work is completed and accepted by the Consultant.
    3. Unless it is explicitly specified that a winter shutdown period is acceptable, it is understood that the Contract Price includes sufficient funds for the provision of temporary heating, temporary shelters, insulation and all other necessary cold weather measures to enable the Work to proceed without delay regardless of weather.

## Security and protection of construction site and equipment

* + 1. Protect the construction site and equipment from damage. Repair any damage to the construction site or equipment to the satisfaction of the Owner.
    2. Take precautions to protect the site and equipment until Completion.
    3. The Owner shall not be responsible for damaged, lost or stolen materials and equipment. Contractor is responsible for all materials and equipment left on site until the work is complete. Provide for proper security or storage of any material or equipment left on site.
    4. When not at the Place of the Work, ensure that the work area is secured, and that all tools and materials are locked up.

**RoD SPEC NOTE:** If neither a Police Record Check nor a NDA are required, delete the following paragraphs.

**RoD SPEC NOTE:** A Vulnerable Sector Check should be required for any work at a Child Care Facility, a Long-Term Care facility, or a Housing facility with children and/or seniors.

**RoD SPEC NOTE:** A Criminal Record and Judicial Matters Check should be required for any work in a Police facility. A Vulnerable Sector Check is not normally required for a Police facility.

## Police record check / non-disclosure agreement (NDA)

* + 1. Due to the nature of business in the subject Regional Facilities and information that may be provided to the Contractor, the Contractor and all their staff assigned to do the Work shall be subject to a [Criminal Record and Judicial Matters Check] [Vulnerable Sector Search] [and a Non-Disclosure Agreement (NDA)] in accordance with paragraph .2 of this article. The Contractor shall be responsible for all costs associated with having the Police Record Checks completed.
    2. The Contractor’s and all Subcontractors’ personnel will be required to provide a [Criminal Record and Judicial Matters Check] [Vulnerable Sector Check], from a suitable police jurisdiction confirming they do not have a record of criminal activity and/or a signed Non-Disclosure Agreement (NDA). This shall be provided immediately after the Contract award, or upon any proposed change of the Contractor’s or Subcontractor’s personnel during the Contract.

**RoD SPEC NOTE:** The following paragraph is only required when a Police Record Check is specified.

* + 1. The Owner reserves the right to not accept any personnel proposed by the Contractor or their Subcontractor(s) where the specified [Criminal Record and Judicial Matters Check] [Vulnerable Sector Check] has revealed any record of criminal activity or behaviour, has revealed charges pending, or has been deemed unacceptable by the Owner based on any information revealed.
       1. If any individual is deemed unacceptable to perform services under this Section, the Owner shall notify the Contractor to immediately remove the individual from the Contract and replace with another suitably qualified individual within a reasonable period of time, subject to furnishing an acceptable [Criminal Record and Judicial Matters Check] [Vulnerable Sector Check] for the proposed substitute person in accordance with this Section.
       2. Failure to remove the individual as directed by the Owner shall constitute a default by the Contractor.

**RoD SPEC NOTE:** The following paragraph is only required when a NDA is specified.

* + 1. The Owner reserves the right to not accept any personnel proposed by the Contractor or its Subcontractor(s) where a signed NDA form has been requested but not provided.

# Products – not used

# Execution – not used

End of section