

## **1. GENERAL**

### **1.1 Architect, Consultant or Engineer**

- .1 Wherever the word Architect, Consultant or Engineer is used in the construction specifications, it shall be replaced with Contract Administrator as defined in C1.1(o) and C5 of General Conditions for Construction Contracts and D1 of Supplemental Conditions.

### **1.2 Codes and Standards**

- .1 Execute Work in accordance with the latest editions and supplements of the applicable regulations and standards listed below and as stated in the specifications.
  - .1 Manitoba Building Code
  - .2 Manitoba Fire Code
  - .3 Federal, provincial and Municipal government laws, rules, ordinances and codes, where applicable
  - .4 Refer to General Conditions for Construction Contracts
- .2 Where specified standards are not dated, conform to the latest issue of specified standard, amended and revised as of the date for receipt of bids
- .3 Work shall meet or exceed requirements of specified standards, codes and referenced documents. Even if permitted by preceding regulations and standards, grade of Work shall in no case be lower than specified in project specifications.
- .4 Electrical components and equipment, which are not CSA approved, shall be approved by the Manitoba Department of Labour and Manpower prior to connection to the electrical service. Pay for all costs associated with obtaining the necessary approval.
- .5 Unless specified otherwise, the Contractor shall, at his own expense, obtain all required permits and certificates of inspection and approval from proper authorities.

### **1.3 Building Envelope**

- .1 Comply with the National Building Code (NBC), 2005, Section 5 "Wind, Water and Vapour Protection". Building Envelope shall resist air leakage, vapour diffusion, rain penetration, moisture and groundwater infiltration, and flame spread.
- .2 Avoid penetrating through building envelope air barrier. Where penetrations are necessary, maintain integrity of air barrier by patching and making good to the approval of the Contract Administrator with approved material and methods.
- .3 Patch and make good building envelope at all locations where envelope has been penetrated as a result of removal and/or relocation of existing equipment, piping, ductwork, conduit, cable, wiring, etc. Use only approved materials and methods.

### **1.4 Construction Safety**

- .1 Observe and enforce all construction safety measures required by the Manitoba Building Code, Worker's Compensation Board, Municipal Statute or By-Laws.
- .2 In the event of conflict between any provisions of above authorities, the most restrictive provision shall apply.
- .3 During winter construction, when combustion type space heaters are employed, provide adequate ventilation for safety of workers.
- .4 The Contractor shall be registered with the Workers Compensation Board of Manitoba and shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

### **1.5 Layout of the Work**

- .1 Provide all devices required and assume full responsibility for and execute complete layout of the Work to main lines and levels in relation to designated reference points and benchmarks. Protect all markings, benchmarks, and monuments from movement or destruction.
- .2 Supply such devices as straight edges and templates required to facilitate Contract Administrator's review of Work.

### **1.6 Definition of Trades**

- .1 For convenience of reference only, the specifications are separated into the internationally recognized titled/trade sections. (See table of contents). Sections are identified by title and six-digit number system.
- .2 The Contractor shall decide who supplies and installs required materials or equipment and extras will not be considered on the grounds of differences in interpretation of the Project Documents as to who performs what Works.
- .3 The Contractor is totally responsible as to who provides required materials or articles and Work.
- .4 The Contractors are to allow for continued access throughout the construction period and ensuring the facility entering and exiting is maintained to the approval of the Local Authorities having Jurisdiction, local by-laws, and Work Place Safety and health Policies. This will also be applicable for parking lot accesses and other such requirements to assist the City in maintaining normal operations.
- .5 Generally, construction activities shall be restricted to the Work areas as defined. Where Work must proceed outside of designated Work areas, all scheduling shall be arranged with the Contract Administrator prior to commencement of such Work. The Contractor is to submit a Safety Access Plan as well as a Detailed Site Co-ordination Plan.
- .6 The Contractor shall, in his construction schedule, allow a period of time from completion of one sequence to commencement of Work on the next sequence to allow for testing and commissioning of equipment, thus allowing time for the City employees to vacate the next Work area.
- .7 The Contractor shall provide a Construction Schedule for each individual sequence of Work indicating commencement and completion dates for each sequence. The Contractor shall be aware that Substantial performance under the Lien Act applies to the Total Contract and not to the completion and occupancy of the individual Sequence of the Work.
- .8 The Contractor shall submit as-built drawings and maintenance manuals for each sequence of Work at completion of each sequence.

### **1.7 Use of Site and Premises**

- .1 The Contractor's use of premises, site access and construction activities are limited to a distance of 10'-0" around the building perimeter plus additional trailer/storage areas as agreed upon with the City prior to mobilization.
- .2 Construction personnel must use only designated entrances for access to Work areas, delivery of materials and/or equipment and removal of construction debris.
- .3 For security reasons, all interior work will be limited to the facility's hours of operation (8:30 a.m. to 4:30 p.m. Monday to Friday excluding holidays). No after-hours interior work will be permitted.
- .4 Restrict equipment, Work and workers to designated areas and established routes to and from Work areas.

- .5 Storage of construction materials, tools, equipment, etc. in areas outside designated Work areas is not permitted.
- .6 The Contractor will be responsible to provide temporary sanitary facilities for personnel throughout the project duration. Building washrooms will not be available for use by the Contractor.
- .7 If required, obtain and pay for use of off-site storage or Work areas needed for operations or for delivered equipment or materials not required immediately on the premises.
- .8 Keep all fire lanes, egress, and access routes clear at all times.
- .9 Parking restrictions may be applied and on Site parking will be allowed at the City's discretion.

**1.8 Occupancy of Work Areas by the City**

- .1 The City reserves the right to enter and occupy work areas in whole or in part before completion of the Contract, provided that, in the opinion of the Contract Administrator, such entry and occupancy do not prevent or interfere with the Contractor in completion of the Contract.
- .2 Such entry and occupation by the City are not to be considered as acceptance of the Work and will not relieve the Contractor from responsibility to complete the Contract.

**1.9 Glass Breakage**

- .1 Contractors shall be responsible for all glass that is broken, scratched or cracked during the execution of the Work and shall replace such glass at their own expense. Replacement glass to be "water" glass to match existing.

**1.10 Cleanup and Final Cleaning of the Work**

- .1 The contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste products and debris. Upon attaining Substantial Performance of the Work, the Contractor shall remove any products, tools, construction machinery and equipment not required for the performance of the remaining Work. He shall also remove waste products and debris, and clean for suitable occupancy, unless otherwise specified.
- .2 Total Performance of the Work shall not be attained until the Contractor has cleaned up the Site and has removed all plant and surplus products, tools, construction materials and equipment. The contractor shall also have removed waste products and debris.

**1.11 Mock-ups**

- .1 The Contractor shall erect mock-ups for inspection of materials and workmanship to allow the Contract Administrator to ascertain acceptance.
- .2 All mock-ups shall be a part of the finished work as designated by the Contract Administrator and where specified throughout the contract documents. They shall be as complete as possible with all materials, finishes, fixtures and equipment indicated for installation.

**END OF SECTION**