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**GENERAL REQUIREMENTS**

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**PART 1 GENERAL****1.1 Work Covered By Contract Documents**

- .1 Work covers, in general terms: demolition, removals, site preparation and complete construction of the Project.
- .2 Related Requirements specified elsewhere:
  1. Section [01002](#) Supplemental Requirements
  2. **[Requirement Location or Not Applicable]**
- .3 Contractor's Duties:
  1. Except as specifically noted, provide and pay for:
    1. Labour, materials and equipment
    2. Tools, construction equipment and machinery
    3. Water and utilities required for construction
    4. Other facilities and services necessary for proper execution and completion of Work.
    5. Permits and testing (unless otherwise stipulated)
  2. Pay legally required sales, consumer and use taxes.
- .4 Give required notices.
- .5 Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities, which bear on performance of the Work.

**1.2 Contracts**

- .1 Construct Work under the CCDC 2-2008 Stipulated Price Contract as amended by the Owner's Supplementary Conditions and Project Specifications Specific Supplementary Conditions.
- .2 Work will be performed under one Contract. The Contractor shall be required to sign the Canadian Standard Construction Document, CCDC 2, 2008, Agreement Between Owner and Contractor.
- .3 The intent of the Contract is to provide for the construction, performance and completion in every detail of the Work described or implied by the Contract Documents.
- .4 The Specifications generally specifies Work and co-ordination of the Work that is the direct responsibility of the Contractor, but shall not be interpreted to define absolutely the limits of responsibility that must be established between the Contractor and Sub-Contractors by

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their separate agreements, unless otherwise specified.

- .5 Ensure that Sub-Contractors understand that the General Conditions of the Contract, Supplementary Conditions, and Division 1, General Requirements, apply to Sections of the Specifications governing their Work.
- .6 Nothing contained in the Contract Documents shall imply or create any contractual relationship between any Sub-Contractor and the Owner.
- .7 The documents constituting the Contract Documents are complementary to each other and any matter or thing included in any of such documents shall be considered to be included in all.
- .8 Wherever in the Contract Documents the Works “approval”, “approved”, “direction”, “directed”, “selection”, “selected”, “request”, “requested”, “report”, and similar words are used, such approvals, directions, selections, requests and reports shall be given by the Consultant or Owner.
- .9 Wherever in the Contract Documents the word “provide” is used in any form, it shall mean that Work concerned shall include both supply and installation of the products required for completion of that part of the Work.
- .10 Wherever in the Specifications it is specified that Work is to proceed or to meet approval, direction, selection or request of jurisdictional authorities or others, such approval, direction, selection or request shall be in writing.
- .11 Wherever in the Specifications it is specified that Work shall be repaired, made good or replaced, it shall be performed without any additional cost to the Owner.

**1.3 Contacts for Site Inspection**

- .1 Consultant: **[Consultant Firm Name]**  
**[Contact Name]**  
**[Contact Phone]**  
**[Contact E-Mail]**  
**[Consultant Firm Address]**

**1.4 Completion Date**

- .1 Subject to adjustment as provided for the Contract Documents. Substantial Performance of the Work shall be on **[Insert Date Here]** .

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**1.5 Liquidated Damages**

- .1 Time is of the essence for the Contract and the completion date shall be strictly enforced. If the Work called for under the Contract is not finished or completed by the completion date as outlined in **1.4 COMPLETION DATE**, a loss or damage will be sustained by the Owner. Since it is and will be impracticable and extremely difficult to ascertain and determine the actual loss or damage which the Owner will suffer in the event of any delay, the Contractor shall pay the Owner as liquidated damages and not as a penalty the sum of **FIVE HUNDRED DOLLARS (\$500.00) for each and every calendar day** that any portion of the Work is incomplete after the completion date. The Owner may at its sole discretion deduct from monies owing to the Contractor.

**1.6 Related Work**

- .1 Refer to all sections indicated in **Section 00010 - Table of Contents**.
- .2 All Work on this project is to be completed in accordance with the Specifications set out in the Contract Documents.
- .3 Any other required Work, for which no Specifications are contained herein, shall conform to the Ontario Provincial Standard Specifications and the Ontario Provincial Standard Drawings.
- .4 Where there are conflicting statements between any of the City of Brampton and the Ontario Provincial Specifications and Drawings, the City of Brampton Specifications and drawings shall govern.
- .5 The Ontario Provincial Specifications and drawings are not included with the Contract Documents but will form part of the Contract and shall be considered as such by every Contractor bidding the Work.
- .6 It shall be the Contractor's responsibility to be familiarized with these Specifications and drawings and to keep a current copy on-site at all times.

**1.7 Work Not in Contract (Nic)**

1. Work not to be included in the Contract shall be as noted by "NIC" or "by others" on the Contract Drawings.

**1.8 Project Meetings**

- .1 Administrative

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- .1 Attend project progress meetings throughout progress of Work on a weekly basis or as per the Consultant's direction.
- .2 Provide physical space and make arrangements for meetings.

**1.9 Schedules****.1 Schedule Required from Contractor**

- .1 Construction Progress Schedule and progress of Work.
- .2 Submittal Schedule for Shop Drawings, Product Data and Samples.

**1.10 Submittals**

- .1 Administrative
  - .1 Submittals must be reviewed and approved by the Consultant. Submit promptly and in an orderly sequence as to avoid delays in the Work.
  - .2 Work affected by a submittal shall not proceed until review is complete.
  - .3 Review submittals prior to submission to the Consultant to verify that all necessary requirements have been met, and that each submittal has been checked and coordinated with requirements of the Work and Contract Documents.
  - .4 Procedure on other submittals, refer to [1330](#) – **Submittals**.

**1.11 Schedules**

- .1 Schedules required from the Contractor:
  - .1 The Contractor shall prepare and update as required a Construction schedule indicating the timing of the major activities of the Work. The schedule shall be submitted to the Consultant within a reasonable time from the Work relative to the Construction schedule. Advise the Consultant in writing of any revisions required as the result of delays.
  - .2 The Contractor shall submit the Construction schedule within ten (10) working days after award of Contract.
  - .3 The Contractor shall cooperate with all parties doing Work on this project to permit proper execution of the

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Work.

- .4 The Contractor shall provide a Construction Progress schedule on a weekly basis during the execution of the Work to the Consultant for their review.
- .5 The Contractor shall provide a Substantial schedule for Shop Drawings, Product Data and Samples. Refer to [1330](#) – **Submittals**.

**1.12 Site Examination Before Execution of Work**

- .1 The Contractor shall have responsibility to study the Contract Documents to determine the extent of Work required by each Section and upon which Work of other Sections depend and to coordinate scope and extent of Work to be performed. Neither organization of Specifications into Divisions and 3-part Sections format nor arrangements of Drawings, Schedules and Standard Drawings shall affect in any way the Contractor's control in dividing Work or establishing scope of Work. Claims for additional compensation arising from disputes due to lack of coordination by the Contractor will not be considered.
- .2 The Contractor shall promptly and not later than five (5) Working days of becoming aware of circumstances which may require a change in the Work or other directions, give written notice to the Consultant outlining such circumstances and requesting written directions. Do not work in affected area, or that would prevent the Consultant from properly assessing the situation or evaluating change, without prior written approval. The Consultant will act promptly to give the Contractor directions so Work is not unreasonably delayed.

**1.13 Specialty Products**

- .1 Contractors approved by the manufacturer as installers of speciality products shall be utilized only where required.

**1.14 Site Location and Access**

- .1 The Consultant and Contractor shall define the construction access route before construction begins. The Contractor shall not place material in areas that will obstruct pathways, roadways, or access to park facilities at any time during construction.
- .2 The Contractor will be required to obtain Road Occupancy & Access Permits for all Works within the public right of way.

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- .3 The Contractor shall maintain the access in a clean condition at all times.
- .4 The Contractor will be responsible for the provision of whatever temporary measures as required or the Consultant may define for clear safe access to the site (i.e. warning signs, protective fencing, etc.). Remove all temporary access provisions upon the completion of the Work or when directed by the Consultant.
- .5 The Contractor shall be responsible to maintain accesses during construction. Mud and other debris tracked onto any local road or adjacent facilities shall be promptly removed at the Contractor's expense to the satisfaction of the Owner.
- .6 The Contractor shall maintain the access during construction and shall protect all concrete curbs and sidewalk from damage. Any damage to the curbs or sidewalk and existing site during over the course of construction shall be replaced at the Contractor's expense to the satisfaction of the Owner.

**1.15 Safety Codes and Standards**

- .1 All Work is to be in accordance or exceed the latest version of the Ontario Building Code (OBC).
- .2 All Work shall meet or surpass the requirements of the City of Brampton standards and referenced documents.
- .3 All Work will be in accordance with the latest edition of the Province of Ontario Occupational Health and Safety Act and Regulations for Construction Projects.

**1.16 Project Coordination**

- .1 The Contractor shall coordinate progress of the Work, progress schedules, and submittals, use of site, temporary utilities, and construction facilities.
- .2 The Contractor shall coordinate Work of each Section as required for satisfactory and expeditious completion of Work. Take field dimensions where required. Take into account existing installations to assure the best arrangements of components in available space. Confirm with the Consultant prior to commencing Work in critical locations. Fabricate and erect Work to suit field dimensions and field conditions.
- .3 The Contractor shall examine all drawings, Specifications, shop drawings and other instructions and shall report any conflicts,

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interferences etc. between various parts of the Work to the Consultant.

- .4 The Contractor shall provide forms, templates, anchors, sleeves, inserts and accessories or other components required to be fixed to or inserted in Work. As applicable set them in place or instruct related Sections as to their location.
- .5 The Contractor shall pay cost of extra Work caused by, and make up time lost as result of failure to comply with these requirements.

**1.17 Working Hours**

- .1 Refer to by-law or permit requirements for Working hour restrictions.
- .2 The Owner may permit an extension to the Working hour restrictions provided written application is made by the Contractor through the Consultant and the extended operations do not result in excessive noise as permitted by the by-law.

**1.18 Extra Work**

- .1 No extra Work in excess of the items described in the Contract Documents is to be carried without the prior written authority of the Owner via the Consultant.
- .2 Submission of a detailed report of the proposed extra Work and total cost(s) associated is mandatory prior to the issuance of such written authority by the Owner. Extra Work must be approved by the Owner in writing or no payment will be made.
- .3 All claims submitted for Work done, without such prior written authority, shall not be accepted. Work which is carried out without such written authority shall be at the Contractors' own expense.

**1.19 Work Outside Designated Area**

- .1 Provide a minimum of forty-eight (48) hours written notice to the Owner prior to commencement of Work outside of the designated area.
- .2 The Contractor shall prepare and update as required a construction schedule indicating the timing of the major activities of the Work outside the designated area. The schedule shall be designed to ensure conformance with the required Contract Time. The schedule shall be submitted to the Consultant for their information within a reasonable time from the date of Contract award. The Contractor

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shall monitor the progress of the Work relative to the schedule and advise the Consultant in writing of any revisions required as the result of delays.

- .3 Co-operate with all parties doing Work on this project to permit proper execution of the Work.

**1.20 Specified Products**

- .1 Work of this Contract is based on Products specified by:
  - a. Manufacturer's catalogues trade names and;
  - b. Reference Standards (i.e. CAN, CGSB, CSA, ASTM) or;
  - c. Prescriptive Specifications or;
  - d. Performance Specifications.
- .2 When one or more manufacture's trade name is specified for a product, any one of the specified Products will be acceptable. Products by other manufactures or indicated as alternate are subject to the Consultant's acceptance as an approved alternative in accordance with the specified requirements.
  - a. The Bid price shall be based on one of the manufacture's trade name specified for a Product. Submission of other manufacture's product indicated as Alternate will not be accepted prior to the Notice of Award.
- .3 When more than one manufacture's catalogued trade names Product is specified along with a referenced standard, any one of the specified products will be acceptable on condition the Product complies with the referenced standard.
- .4 When a Product is specified by reference to a standard only, the Contractor may select any Product that meets or exceeds the specified standard for the intended purpose. The onus shall be on the Contractor to establish that such products meet the reference standard requirements. Products exceeding the minimum standard will be accepted for the Work if such Products are compatible with the Work with which they are incorporated.
- .5 When a Product is specified by a prescriptive or performance Specification, any Product meeting or exceeding the Specification will be accepted.
- .6 When a Product is specified by reference to a standard or by prescriptive or performance Specification, upon request of the Consultant, obtain from the manufacturer, an independent testing laboratory report showing that the product meets or exceeds the



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specified requirements.

- .7 Unless otherwise indicated in the Specifications, maintain uniformity of manufacture for any particular or like item throughout the Work.

**1.21 Approved Alternates**

- .1 Proposals for Alternates for specified products will be considered after Contract award. Product specifications for the proposed alternates are to be submitted to the Consultant for review. The onus is upon the Contractor to prove that the proposed alternative is equal to, or better than, what is specified.
- .2 No proposals for Alternates for specified products will be considered for any Sole Source Items, no substitutes.
- .3 Requests for approved alternates will not be accepted during the bidding period. Request for alternate will only be considered by the Consultant during the Construction process after Contract award and provided that:
  - a. The proposed Alternates have been investigated and complete data are submitted which clearly includes highlighting all aspects that meet the specifications. The Consultants will only review data submitted. Incomplete data will be grounds for non-acceptance.
  - b. Data relating to changes in the Contract Schedule, if any, and the relation to other Work have been submitted.
  - c. The same Warranty is given for Approved Alternates as for the original Product specified.
  - d. All claims are waived for additional costs related to Approved Alternates which may subsequently arise.
  - e. Installation of the accepted Approved Alternates is coordinated into other Work and that full responsibility is assumed when substitutions affect the Work. Make any necessary changes required to complete the Work. Revisions to drawings for incorporation of the Approved Alternates shall be made by the Consultant and all the costs associated with the revisions shall be borne by the Contractor.
- .4 Alternates to methods or processes described in the Specifications or drawings may be proposed for consideration by the Consultant. Ensure that such Alternates are in accordance with the following requirements:
  - a. Time spent by the Consultant in evaluating the proposed Alternates shall not be the basis for a claim by the Contractor

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- for extensions to the Contract Schedule.
  - b. Clearly indicate how the proposed Alternate would be advantageous to the Owner or in the opinion of the Contractor would improve the operation of the installation.
  - c. Be responsible for changes to methods or processes concerning all Work affected by the proposed Alternates and ensure that the Warranty covering all parts of the Work will not be affected.
  - d. The cost of all changes in the Work of Sub-Contractors and other contractors, necessitated by the proposed Alternate methods or processes, if accepted, is borne by the Contractor.
  - e. The proposed Alternate methods or processes fit into the space allotted to the specified methods or processes. Revisions to drawings for incorporation of the substitution shall be made by the Consultant and all associated costs with the revisions shall be borne by the Contractor.
- .5 Proposed Alternates shall not be considered if:
  - a. They are indicated or implied on shop drawings or Product data without formal requests.
  - b. Acceptance will require substantial revision to the Specification and Drawings.
- .6 Procedures for proposing Alternates during construction:
  - a. Products may only be substituted during Construction period for one (1) or more of the following reasons:
    - i. Insolvency of the product manufacturer
    - ii. Inability of the Manufacturer to provide the product(s) in the time frame required to maintain the construction schedule.
    - iii. Specified Products have been discontinued
    - iv. Substitutions proposed offers better performance than that specified, at no additional costs.
    - v. Substitutions offers equivalent performance to that specified, at a reduced cost to the Owner as results in a reduction of the Contract Price.
  - b. Items a-ii. and a-iii. will require a letter from the manufacturer confirming their inability to provide the products specified, or the inability to meet the schedule.
  - c. Items a-iv. and a-v. will be at the discretion of the Owner.
- .7 Do not substitute products or methods or processes into the Work unless such Alternates have been specifically approved for the Work by the Consultant.

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- .8 Approved Alternates shall be subject to inspection and testing procedures by the Consultant. Approved Alternates shall only be installed after receipt of the written approval by the Consultant.
- .9 The Contract Price shall be adjusted accordingly to any and all credits arising to from the Approved Alternates.

### **1.22 Approval of Products and Installation Methods**

1. Wherever specified that Products and installations methods shall meet approval of authorities having jurisdiction, underwriters, the Consultant, and others, such approval shall be in writing.

### **1.23 Quality Control And Inspection**

- .1 Refer to [01450](#) - Quality Control and Inspection

### **1.24 Construction Facilities & Temporary Controls**

- .1 Refer to [01500](#) – Temporary Construction Facilities & Controls

### **1.25 Material and Equipment**

- .1 Refer to [01600](#) – Material, Equipment & Workmanship Quality

### **1.26 Cleaning**

- .1 Refer to [01740](#) – Cleaning

### **1.27 Project Closeout**

- .1 Refer to [01700](#) – Contract Closeout, Takeover & Warranties

### **1.28 Drawing List**

- .1 Drawings listed herein and appended to this Section apply to Work of the Contract generally and form part of the Contract Documents.
- .2 **DRAWINGS**

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Number	Name/Title	Date
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*[Enter #]*

*[Enter Name Title]*

*[Enter Date]*

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**PART 2 PRODUCTS-(Not Applicable)**

**PART 3 EXECUTION-(Not Applicable)**

**END OF SECTION- 01001**