



**TENDER 2021  
RFT-TC-003-21**

**THORNDALE WATER TREATMENT FACILITY  
ROOF REPAIR**

**January 25, 2021**

**TO: ALL BIDDERS**

**SUBJECT: TENDER FOR THORNDALE WATER TREATMENT FACILITY ROOF REPAIR**

---

The Corporation of the Municipality of Thames Centre is requesting tenders to supply all labour, material, equipment for the Thorndale Water Treatment Facility roof repair.

Attached is the subject tender that must be submitted to the Corporation of the Municipality of Thames Centre office located at 4305 Hamilton Road, Dorchester, ON, N0L 1G3 no later than 11:00 a.m. on February 11, 2021.

### **CHECKLIST**

The following checklist has been included to ensure that all the requirements of the Municipality of Thames Centre:

1. The successful bidder will be required to submit proof of insurance as noted in the tender document.
2. The successful bidder will be required to enter and execute a contract with the Corporation of the Municipality of Thames Centre.
3. The successful bidder will be required to submit to the Corporation of the Municipality of Thames Centre, a W.S.I.B. Clearance Certificate.
4. Proponents have completed the Addendum Acknowledgement section if an addendum(s) has been issued. Failure to acknowledge the receipt of an addendum on the Tender Bid Form could result in your tender being rejected.
5. Please provide one (1) complete copy designated as the original.
6. The Tender Bid Form provided must be used. Alteration of the Tender Bid Form is prohibited. If white out is used, please initial your corrections
7. The Term & Conditions and Specifications have been carefully reviewed and all requirements have been submitted with your tender.



**SECTION 2**

**TENDER  
TERMS & CONDITIONS  
RFT-TC-003-21**

**THORNDALE WATER TREATMENT FACILITY  
ROOF REPAIR**

## **TERMS AND CONDITIONS**

The undersigned hereby bids to perform or supply the work covered by this tender and must conform to the Corporation of the Municipality of Thames Centre Purchasing By-law

### **1. DEFINITIONS**

In this proposal, as well as in all specifications, the following definitions shall apply unless otherwise indicated:

- a) "Town" means the Corporation of the Municipality of Thames Centre.
- b) "bidder" or "tenderer" or "proponent" means the individual, firm, company or corporation submitting the tender to the Town.
- c) "work" means any of the under-noted or any combination thereof;
  - (i) supply or provision of articles or materials;
  - (ii) supply of labour
  - (iii) performance of functions or tasks;
  - (iv) provision of services;
  - (v) equipment operated or not operated; or
  - (vi) construction or repairs as specified;
  - (vii) security deposit
- d) "total acquisition cost" means an evaluation of quality and service in the assessment of a bid and the sum of all costs including purchase price, all nonrefundable taxes, warranties, local service costs, life cycle costs, time of completion or delivery, inventory carrying costs, operating and disposal costs for determining the lowest compliant bid.

### **2. SCOPE OF WORK**

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown, or described by, or reasonably inferred from these contract documents. Without limiting the qualifications of the foregoing, the work consists of the following: Thames Centre Municipal Office roof replacement.

### **3. COPIES OF TENDER**

Bidders are requested to provide one original (1) copy of their tender.

### **4. ADDENDA**

Bidders may, during the tender period, be advised by addenda of required additions to, deletions from, or alterations in the requirements of the tender documents.

Questions regarding the project and/or specifications will be submitted to the municipality before the deadline of February 4, 2020 at 3:00 PM.

A copy of all addenda shall be either hand delivered, sent by courier, electronic correspondence, or fax, to each prospective bidder who has obtained tender documents. Also, notice of the addenda will be posted on the Town's website.

Where an addendum must be issued later than two days prior to the specified closing date, the closing date may be extended to allow four working days between the issuance of the addendum and the revised closing date. **This extension of the closing date is optional and shall be used as required.**

**Addenda will be issued under the following circumstances:**

- a) Interpretations tender documents as a result of questions from prospective bidders;
- b) Revision, deletions, additions or substitutions of any portion of tender documents.

All such changes as addressed in the addenda shall become an integral part of the tender documents and shall be allowed for in arriving at the tender price.

**5. COST INCURRED BY BIDDERS**

All expenses involved with the preparation and submission of tenders to the Town, or any work performed in connection therewith shall be borne by the proponent. No payment will be made for any tenders received or for any other effort required or made by the proponent prior to commencement of work as defined by the proposal approved by the Corporation of the Municipality of Thames Centre.

**6. WHEN BIDS EXCEED ESTIMATES**

Re-tendering should be avoided when the bids exceed the estimate and the bid results have been read out at a public tender opening as the cost of re-tendering is very high. Therefore, the Corporation of the Municipality of Thames Centre reserves the right to negotiate with the lowest formal bidder.

**7. GENERAL CONDITIONS, STANDARD SPECIFICATIONS AND DRAWINGS**

All work shall be carried out in accordance with the current standards set out by the Ontario Industrial Roofing Construction Association (OIRCA) and all bidding contractors will be a recognized member of the OIRCA.

**8. WORK LOCATION**

<b>Facility</b>	<b>Address</b>
1. Thorndale Water Treatment Facility	17163 Thorndale Road, Thorndale, ON, N0M 2P0

## **9. CLOSING DATE AND OPENING OF TENDERS**

Tenders shall be prepared on the forms provided and are to be sealed and submitted using the address label sheet provided and identified as a tender for the contract concerned on the tender envelope. All tenders will be hand delivered to the Municipal Office located at 4305 Hamilton Road in Dorchester, Ontario and delivered to the clerk at the desk to be time stamped. In the event of a of “State of Emergency” or “Mandatory Lockdown” that required the municipal office to be locked, all tenders will be placed in the drop box in a sealed envelope by the designated tender closing time. Tenders will be opened privately by the Town, due to the restrictions imposed by Health Unit regarding gathering under the covid-19 restrictions. Tender opening results may be posted on the Towns website at [www.thamescentre.on.ca](http://www.thamescentre.on.ca). Bidders will be advised by letter of the acceptance, or otherwise of their tender, as soon as the contract has been finally awarded.

## **10. CONFIDENTIALITY**

The contractor, on behalf of itself, its directors, officers, employees, agents and subcontractors, acknowledges that for the purposes of this tender, it is bound by the provisions of the ***Municipal Freedom of Information and Protection of Privacy Act***, R.S.O. 1990, c. M.56, as amended by (the “Act”). The contractor agrees that all information provided to it by the Town, or gathered in the course of providing services is being provided on a confidential basis for the purposes of the administration of the services being provided by the contractor and is protected by the provisions of the Act.

The contractor shall not use, at any time during the term of this contract, or thereafter, any of the information acquired by it during the course of carrying out the services provided for herein for any purposes other than the provision of the services or such other purposes authorized in writing by the Town.

## **11. SUBSTITUTIONS**

Where, if pursuant to the contract documents, the bidder is required to supply an article or group of related articles designated by trade or supplier’s name followed by the words “or approved equal” or similar such terminology, the tender shall be based only upon supplying the article or group of articles so designated, which shall be regarded as the standard of quality required by the specifications.

No ruling on a proposed substitution and “approved equal” will be made prior to acceptance of the tender. No substitutions shall be made without the prior written approval of the appropriate Department Head or their designate. No tender price shall be based on a presumed acceptance by the appropriate Department Head or their designate of a substitute item or supply.

## **12. TAXES, DUTIES AND FREIGHT**

The appropriate taxes will be charged and indicated in the total bid price.

Changes to government Taxes

Where a change in federal or provincial taxes occur after the tender closing date for a contract, and this change could not have been anticipated at the time of bidding, the

Town will increase or decrease contract payments to account for the exact amount of tax involved. Claims for compensation for additional tax cost shall be submitted by the bidder to the Corporation of the Municipality of Thames Centre. Such claims for additional costs shall be submitted no later than 30 days after the date of acceptance of the work.

Prices shall be F.O.B. destination shown and shall include all fees, charges, surcharges and/or expenses associated with the delivery of any kind.

### **13. PERMITS/LICENCES/APPROVALS**

Unless otherwise expressly agreed by the Town in writing, the successful proponent shall be responsible for applying for, obtaining and maintaining, at its own cost (other than the building permit fees, municipal site plan approval or Committee of Adjustment applications fees) all necessary permits, licenses, consents and approvals relating to the provision of services in accordance with the contract and shall not do or suffer to be done anything in violation of any such permits, licenses, consents and approvals. If the attention of the successful proponent is called to any such violation on the part of the successful proponent, or of any person employed or engaged by the successful proponent, the successful proponent shall immediately desist from and correct such violation.

Further, upon completion of work, the bidder must furnish final certificates of approval by the inspecting authority.

### **14. AWARD**

Should the Corporation of the Municipality of Thames Centre receive only one (1) tender on commodities/services that have a known multiple source potential, the right is reserved to recall or cancel the competition or to negotiate the prices/terms offered by the bidder.

The Corporation of the Municipality of Thames Centre reserves the right to make awards within 90 days from the date tenders are opened, unless otherwise specified in the tender, during which period tenders shall not be withdrawn unless the bidder distinctly states in his tender that acceptance thereof must be made in a shorter specified time.

A bidder must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the tender. All work must be scheduled and approved by the proper Town employee at the appropriate Town facility. The lowest or any tender not necessarily accepted.

### **15. EXECUTION OF CONTRACT**

The bidder agrees that, notwithstanding anything to the contrary in this contract, that a maximum of 90 days shall be allowed between the date that tender are opened and the date that a tender is awarded, cancelled, or recalled.

Following contract award, the Corporation of the Municipality of Thames Centre shall notify the successful bidder that his tender had been accepted.

The successful bidder is to be allowed not more than five working days from receipt of the tender approval, to provide the necessary guarantees, insurance, submittals, etc. Failure to provide the necessary documents within the specified time may result in the forfeiture of the tender and/or any tender deposits.

There shall be no variation or substitution from this tender unless approved in writing by the Chief Administrative Officer or designate.

Receipts of the goods, materials, equipment, work or service shall not waive any of the terms and conditions hereof. Defective goods, material or equipment will be returned at the supplier's risk and expense.

Failure to deliver and/or complete within the times set out within this document, shall entitle the Town to cancel this tender without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.

Time is to be of the essence of this tender.

## 16. ASSIGNMENT

It is mutually agreed and understood that the bidder shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract to any other person, firms, company, or corporation without the previous written consent of the appropriate Director or designate from the Town.

## 17. WORKERS' SAFETY AND INSURANCE

Bidders shall submit, prior to commencement of work, a certificate of good standing from the Workers' Safety and Insurance Board of Ontario or independent status.

- a) Please provide the following
  - i) Workplace Safety & Insurance Board Firm Number
  - ii) Workplace Safety & Insurance Board Account Number
  - iii) A "Clearance Certificate" issued by WSIB indicating that the bidder's account is in good standing.
- b) The bidder understands and agrees that the provisions of the **Occupational Health & Safety Act** and regulations and the Town's Health and Safety policies will be strictly adhered to at all times.
- c) The bidder will provide the following equipment when reporting on construction, renovation or service contracts, where required:

Hard hat; reflective traffic vest; first aid kit; flares; fire extinguisher; hearing protection; eye protection; CSA approved footwear, and that the equipment will be maintained in good operating order. Facemasks must be worn, and social distancing guidelines observed as outlined by the local health unit.
- d) The WSIB does recognize "Independent Operators" in the construction industry. This individual will have the following characteristics:



*- offers services to various firms; reports to the government as a self-employed business (Revenue Canada/GST); owns and operates his/her equipment.*

This person(s), therefore is not automatically covered for WSIB purposes. This person(s) must contact WSIB for a "worker status ruling" as an independent operator and subsequently provide the Town with a copy of the letter from the WSIB.

## **18. CONTRACT GUARANTEE AND INSURANCE**

The bidder hereby agrees on acceptance,

- a) to perform this contract in accordance with the terms hereof;
- b) to save the Town, its agents or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the bidder is not the patentee, assignee or licensee;
- c) to guarantee the work for a period of two (2) years unless otherwise specified herein, such guarantee to be against defective material or workmanship and to make good any consequential damage as a result of such damage or defect or repairs;
- d) to furnish adequate protection from damage for all work, to repair damage of any kind, for which their workers are responsible, to the premises or equipment, to his own work or the work of other persons;
- e) to pay for all permits, licenses and fees and to comply with all by-laws and regulations of the Town and other lawfully constituted authorities and with all relevant statutes or regulations;
- f) to carry comprehensive general liability (bodily injury and property damage) in the amount of five million (\$5,000,000) dollars unless otherwise stated. The comprehensive general liability insurance will include coverage for completed operations and contractual liability under this contract. The successful bidder will be required to provide the Town with insurance certificates evidencing the bidder's compliance. Certificate of insurance and insurance policies must clearly state that the Corporation of the Municipality of Thames Centre as an additional name insured. Before commencement of the work, the bidder shall provide the Town with a certified copy of the insurance.
- g) the liability insurance must cover the use of explosives prior to such use when the work involves the use of explosives. The bidder shall be solely responsible for all damage, loss or costs resulting directly or indirectly from the use of explosives. The bidder shall indemnify and save harmless to the Town from and against all claims, demands, loss, damages and costs resulting directly or indirectly from the use of explosives.
- h) The successful major roofing materials manufacturing proponent, and/or design principle firm is required to possess and provide evidence of a minimum amount of "Errors and Omission" (E&O) liability insurance coverage of no less than \$5,000,000.00.

With respect to the comprehensive general liability insurance, the Corporation of the Municipality of Thames Centre must be added as additional insured.

The certificate(s) of insurance and copies of insurance policy(ies), each stating that this insurance is the primary insurance for purposes of the bidder's general liability and property damage and any other claims against the Town, must be filed with the Chief Administrative Officer.

The bidder shall submit insurance certificates within fourteen days of official notification of contract award. The Corporation of the Municipality of Thames Centre reserves the right to approve all Certificates of Insurance.

The insurance coverage noted shall be maintained in force throughout the term of the contract. The policy shall provide the Town a 30 day written notice of any cancellation. The bidder shall be responsible for deductible amounts under the policies.

All risk property insurance shall be in joint names of the bidder and the Corporation of the Municipality of Thames Centre insuring not less than the sum of the amount of the contract price. The coverage shall be maintained continuously until 10 days after the date of the final certificate of payment.

#### **Automobile Liability Insurance:**

Automobile liability insurance in respect of licensed vehicles shall have limits of not less than \$2,000,000 insurance per occurrence for bodily injury, death and damage to property covering all licensed vehicles owned or leased by the bidder and endorsed to provide the Town with not less than 30 days notice in writing in advance of any cancellation.

#### **19. RISK**

The work shall remain at the risk of the bidder until delivery of the work covered by this tender.

#### **20. HOLDBACK**

In accordance with the ***Construction Liens Act***, a hold back in the amount of 10% of the total tender/proposal bid shall be enforced for a period of 45 days after substantial completion.

#### **21. MATERIALS/EQUIPMENT**

CSA or ESA Approval or other approved Agencies – all electrical equipment and component parts must be Canadian Standard Association (CSA) approved or Electrical Safety Authority (ESA) approved or other approved agencies.

- a) All materials required by the bidder in carrying out the terms of this contract shall be supplied at his expense.
- b) The bidder shall make or cause to be made and shall maintain an inventory of all hazardous materials and all hazardous physical agents that are present in the materials utilized by the bidder in carrying out the terms of this contract, in accordance with the ***Occupational Health & Safety Act***, as amended and the

Controlled Products Regulations under the Workplace Hazardous Materials Information System, as amended.

- c) The bidder shall ensure that:
  - i) every container utilized in carrying out the terms of this contract that contains hazardous material is and remains labeled in the prescribed manner.
  - ii) an unexpired material safety data sheet, containing such information.
  - iii) and material safety data sheets required by Clauses (i) & (ii) are made available by the bidder in compliance with the above-noted legislation or any other such legislation.
- d) The bidder is responsible for pre-start health & safety review.
- e) The bidder is responsible to comply with the provisions of the **Occupational Health and Safety Act**, regulations and the Corporation of the Municipality of Thames Centre, Health and Safety Policies, and the bidder further agrees that the Town shall be at liberty to terminate this contract or halt all or any part of the work there under without incurring any liability to the bidder, should the bidder be in breach of the aforesaid Act, regulations or policies;
- f) to save the Town, its agents or employees, harmless from liability of any kind to the Worker's Safety and Insurance Board arising out of the performance of this contract.
- g) to employ only licensed tradesmen where so required by law and to furnish satisfactory proof thereof when required by the Town.
- h) Supervision:

The bidder shall keep the contract under its control and shall not assign, transfer or sublet any portion without first obtaining the approval of the Town. The consent of the Town to any such assignment, transfer, or subletting shall not relieve the bidder of any responsibility for the proper commencement, execution and completion of the operation according to the terms of the contract. The bidder shall receive all notices, communication, orders, instructions, or legal service as if it were performing the work with its own equipment and personnel.

The bidder shall exercise competent supervision of work at all times through a supervisor who has authority to receive on behalf of the bidder any orders or communications relating to the work. Any supervisor or worker who is not acceptable to the Town, by reason of incompetence, improper conduct, etc., shall be replaced by the bidder forthwith.

The bidder shall abide by the hours of work for occupations involved in accordance with the law of the Province of Ontario or Government of Canada.

## 22. PAYMENT

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.

Progress payments will be provided and approved by the Owners Representative in accordance to work completed and accepted by the Owner or Owners Representative.

### **23. QUANTITIES**

Where quantities are set out in a schedule of unit prices which forms part of the contract documents, it is pointed out that these quantities are approximately only and are given as a basis for comparing tender only.

Payment will be based on the final quantities used. In the case of an error in extending the unit prices, the unit price shall be used to determine the corrected tender/proposal price.

The prices bid by the bidder shall include all costs incurred as a result of carrying out the work under winter conditions.

Contingency Allowance: Must be included in the bid price and will not be accepted as an addition unless through a change order.

### **24. CANCELLATION OR DELETION**

The Town reserves the right to reject any or all tenders and the lowest or the highest, as the case may be, will not necessarily be accepted.

The Corporation of the Municipality of Thames Centre reserves the right to cancel or delete any portion of the work and the bidder agrees to such cancellation or deletion without any claim whatsoever because of such cancellation or deletion.

The Corporation of the Municipality of Thames Centre, in its uncontrolled and unfettered discretion, may declare a specific work not within the intent of this contract because of scope or quantity and reserves the right to call and let a separate tender for a similar work covered hereby and the bidder acknowledges such right and waives any claim for the Town's exercise thereof in good faith.

Notwithstanding the acceptance of a tender or the awarding of the contract by the Town, the contract shall not become effective and shall not be binding upon the Town until a written contract embodying the instructions, specifications, terms and conditions set out in the tender documents and the accepted tender of the successful bidder, has been executed by authorized Town officials.

In the event of strikes, accidents or unexpected events causing stoppage of work, the Town reserves the right to suspend this contract.

### **25. WITHDRAWAL OF OFFER**

A bidder may request that his or her submitted tender be withdrawn, up until the closing time for a particular contract. Withdrawals can only be made in person and the bidder wishing to withdraw from a particular tender must attend at the Towns Office and execute an appropriate withdrawal form, signed by a principal of the bidder, or provide a letter from the bidder, signed by a principal, withdrawing the tender. The completed withdrawal form, specific to the time of return, shall then be signed by the agent and Town's CAO.

The withdrawal of a tender does not disqualify a bidder from submitting another tender for the same contract provided that all of the tender procedures are observed and the new bid is deposited prior to the terminal time for closure. However, unless withdrawal procedures have been followed, more than one (1) tender from the same bidder may result in the disqualification of the bidder.

The tender deposit shall be forfeited to the Town when a bidder attempts to withdraw his or her tender after tenders have been opened, in addition to any consequence or legal penalty that may apply.

**26. INDEMNIFICATION (HOLD HARMLESS)**

The successful proponent shall indemnify and hold harmless the Corporation of the Municipality of Thames Centre, its officers, Council members, partners, agents, representative and employees from and against all actions, claims, demands, losses, costs, damages, suits or proceedings whatsoever which may be brought against or made upon the Corporation of the Municipality of Thames Centre and against all loss, liability, judgments, claims, suits, demands or expenses with the Corporation of the Municipality of Thames Centre may sustain, suffer or be put to resulting from or arising out of the successful proponent's failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful proponent, its agent, officials and employees.

**27. THE BIDDER/PROPONENT DECLARES THAT:**

- a) No person, other than the bidder has any interest in this tender or in the contract proposed to be entered into.
- b) This tender is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making a tender for the same work, and is in all respects fair and without collusion or fraud.
- c) That several matters stated in the said tender are in all respects true.
- d) The bidder has carefully examined the locality and site of the proposed works, and offers to enter into a contract and to do all the work, on the terms and conditions, and under the provisions herein set forth, and to accept full payment therefore in accordance with the schedule of prices hereto annexed, and the bidder also agrees that this tender is to continue open to acceptance until this tender is executed on behalf of the Town and that the Town may at any time without notice, accept this tender whether any other tender has been previously accepted or not, and the bidder hereby agrees that if the bidder withdraws this tender before the Town shall have considered the tender and awarded a contract, the amount of the deposit on this tender shall be forfeited to the Town.
- e) No member of Council or employee of the Town has any pecuniary interest, direct or indirect in this tender/proposal.
- f) The bidder as well as his heirs, executors, administrators, successors and assigns are deemed to forfeit all claims against the Town under the contract including claims for all work done and/or supplies and/or services furnished under it if it should appear that a member of Council or an employee of the Town

has been given, has, or is at any time given a pecuniary interest direct or indirect in this tender/proposal or a contract resulting from this tender/proposal.

## **28. FREEDOM OF INFORMATION AND PRIVACY ACT**

The Corporation of the Municipality of Thames Centre will consider all bidder responses as confidential subject to the limitations set out under the ***Municipal Freedom of Information and Protection of Privacy Act***, 1989.

## **29. PRIVILEGE CLAUSE**

Council and the Clerk's Department, as the case may be, shall, in awarding contracts, have regard to:

1. Compliance with specifications;
2. The total acquisition cost;
3. The ability, capacity and skill of the supplier to perform the contract;
4. Whether the supplier can perform the contract promptly and within the time specified without delay or interference;
5. The quality of performance of previous contracts with the Town and with others;
6. The sufficiency of the financial resources of the supplier to satisfy the contract;
7. The quality, availability and adaptability of the goods and services to the particular use required;
8. The ability of the supplier to provide future maintenance and services; and
9. Any other specifications included in the contract;
10. All tenders or any tender may be rejected and the contract may be awarded to any supplier not necessarily the lowest or highest as the case may be.

## **30. RECORD AND REPUTATION**

Without limiting or restricting any other right or privilege of the Town and regardless of whether or not a bidder otherwise satisfies the requirements of a tender, the Town may reject summarily any tender from any person where:

1. In the opinion of the Council of the Municipality of Thames Centre, the commerce relationship between the Town and the bidder has been impaired by the prior and/or current act(s) or omission(s) of such bidder including but not limited to:
  - a) Litigation with the Corporation of the Corporation of the Municipality of Thames Centre;
  - b) The failure of the bidder to pay, in full, all outstanding payments (and where applicable, interests and costs) owing to the Town by such proponents, after the Town has made demand for payment of the same;

- c) The refusal to follow reasonable directions of the Town or to cure a default under any contract with the Town as and when required by the Town or the Town's Representatives;
  - d) The proponent refusing to enter into a contract with the Town after the bidders' tender, has been accepted by the Corporation of the Municipality of Thames Centre;
  - e) The bidder refusing to perform or to complete performance of a contract with the Town, at any time, after the proponent has been awarded the contract by the Town;
  - f) Act(s) or omission(s) resulting in a claim by the Town under a bid bond, a performance bond, a warranty bond or any other security required to be submitted by the proponent on a tender; within the five (5) year period immediately proceeding the date on which the tender is awarded;
2. In the opinion of the Council of the Corporation of the Municipality of Thames Centre or the Clerk's Department, there are reasonable grounds to believe that it would not be in the best interest of the Town to enter into a contract with the proponent, including (without limiting the generality of the foregoing);
- a) The conviction of that person or any person with whom that person is not at arm's length within the meaning of the **Income Tax Act** (Canada) of an offence under any taxation statute in Canada;
  - b) The conviction or finding of liability of that person under the **Criminal Code** or other legislation or law, whether in Canada or elsewhere and whether of a civil, quasi-criminal or criminal nature, of moral turpitude including but not limited to fraud, theft, extortion, threatening, influence peddling and fraudulent misrepresentation;
  - c) The conviction or finding liability of that person under the **Environmental Protection Act**, or corresponding legislation of any other province or any member of the European Union or the United States of America, where the circumstances of that conviction evidence of a gross disregard on the part of that person for the environmental well-being of the communities in which it carries on business;
  - d) The conviction or finding of liability of that person relating to product liability or occupational health or safety, whether of Canada or elsewhere, where the circumstances of that conviction evidence a gross disregard on the part of that person for the health and safety of its workers or customers;
  - e) The conviction or finding of liability of that person under the **Securities Act** or the corresponding legislation of any other province or any member of the European Union or the United States of America or any state thereof.

### **31. VALIDITY OF TENDERS**

See Schedule 'A', attached hereto.

### **32. TERMS & CONDITIONS**

All Terms and Conditions must conform to the Town's Schedule "A".

### **33. ERRORS AND OMISSIONS**

The Corporation of the Municipality of Thames Centre shall not be held liable for any errors or omissions in any part of this tender. While the Corporation of the Municipality of Thames Centre has used considerable effort to ensure an accurate representation of information in this tender, the information contained in the tender is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the Corporation of the Municipality of Thames Centre, nor is it necessarily comprehensive or exhaustive. Nothing in the tender is intended to relieve the bidders from forming their own opinions and conclusions with respect to the matters addressed in the tender.

### **34. CONFLICT OF INTEREST**

All firms are required to disclose to the Town any potential conflict of interest, may it be pecuniary or otherwise. If a conflict of interest does exist with the potential successful proponent, the Town may, at its discretion, refrain from awarding the project to the proponent.

The proponent covenants that it presently has no interests and it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder. The proponent further covenants that in the performance of this contract no person having such known interest shall be employed.

### **35. EXCLUSIVITY CLAUSE**

The Town makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement executed with the successful proponent will not be an exclusive contract for the provision of the described deliverables. The Town may contract with others for the same or similar deliverables to those described or may obtain the same or similar deliverables internally.

**Bidders and proponents that do not follow this instruction may be subject to disqualification.**

### **36. RESULTS**

The name of the successful proponent and the accepted price shall be deemed public information following the award of the contract; however, unit prices will not be disclosed where tenders were requested as a total contract price.

We reserve the right to publish the total bid amounts of the successful proponent.



**37. ELECTRONIC COMMERCE**

When proponents are provided with the option of emailing their tender response to the noted tender email address, please ensure that the representative authorized to bind the corporation/company/partnership signs the tender bid form via electronic signature. NOTE: No electronic tender bids will be accepted for this project, all bids must be hand delivered as per the instructions provided.

**38. TERMS OF PAYMENT**

The terms of payment for all invoices relating to this tender/proposal are net 30 days unless otherwise specified in the document.

**39. SALES TAX**

The successful bidder, if and when required, will provide any necessary documentation that the Town would require to support sales tax recovery claims.

**Section 2  
Schedule "A"**

	<b>IRREGULARITY</b>	<b>RESPONSE</b>
1	Late Bid.	Automatic rejection and not opened or read publicly.
2.	Failure to attend Pre-bid Meeting	Automatic rejection.
3	Unsealed Envelope.	Automatic rejection.
4	Bids completed and/or signed in erasable medium	Automatic rejection.
5	All required sections of bid documents not completed.	Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Town solicitor, the incomplete nature is trivial or insignificant.
6	Qualified bids (bids qualified or restricted by an attached statement).	Automatic rejection unless, in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Town solicitor, the qualification or restriction is trivial or not significant.
7	Bids received on documents other than those provided or specified by the Town.	Automatic rejection.
8	Bids containing clerical errors, which are trivial or insignificant.	Forty-eight hours to correct and initial errors. The determination of what constitutes trivial or insignificant errors shall be made in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Town solicitor.
(b)	Corporate seal of the bidder and bond company, missing.	Forty-eight hours to correct.
9	Documents - execution	
(a)	Corporate seal or missing signature; signatory's authority to bind the corporation or signature missing.	Forty-eight hours to rectify situation.
(b)	Corporate seal and missing signature; signatory's authority to bind the corporation or signature missing.	Automatic rejection

10	Erasures, overwriting or strike out which are not initialed:	
(a)	Un-initialed changes to the tender documents, other than unit prices, which are trivial or not significant;	Forty-eight hours to initial. The determination of what constitutes trivial or insignificant un-initialed changes shall be made in the consensual opinion of the Agent, Department Head in charge of the bid solicitation and the Town solicitor.
(b)	Unit prices in the schedule of prices have been changed but not initialed and the Contract totals are consistent with the price as changed;	Forty-eight hours to initial change in unit price. The determination of what constitutes trivial or insignificant un-initialed changes shall be made in the consensual opinion of the Agent, Department Head in charge of the Bid Solicitation and the Town solicitor.
(c)	Unit prices in the schedule of prices have been changed but not initialed and the contract totals are consistent with the price as changed;	Automatic rejection.
11	Mathematical errors which are not consistent with the unit price.	Forty-eight hours to initial corrections as made by the Clerk's Department.
12	Failure to provide documents as outlined in submittals for review section as indicated in the specification documents within 48-hours of request.	Automatic rejection.
13	Bids, in which all necessary addenda, which have financial implication, have not been acknowledged.	Automatic rejection.
14	Any other irregularities.	The Agent, Department Head in charge of the bid solicitation and the Town solicitor acting in consensus shall have authority to waive other irregularities or grant 48 hours to initial such other irregularities, which they jointly consider to be trivial or insignificant.

**Section 2 - Schedule "B"**  
**Certificate of Insurance – Contractors**

**This is to certify that the insured, named below is insured as described below.**

Name of Insured				Telephone Number (Area Code)		
Insured's Address			City		Postal Code	
Contract Title and Number to Which This Certificate Applies:						
Full Description of Work						
Liability	Insurer's Name	Policy Number	Effective Date Yr mo day	Expiry Date Yr mo day	Liability Limits (Bodily Injury & property Damage Inclusive)	<u>Deductible</u>
Commercial General Liability					\$	\$
Umbrella/Excess <input type="checkbox"/> Follow form auto <input type="checkbox"/> Follow form liability					\$	\$
<b>Commercial General Liability</b>	Includes: Occurrence Basis, including Personal Injury, Property Damage, Broad Form Property Damage (including completed Operations), Contractual Liability, Non-Owned Liability, Operations Performed by sub-Contractors, Employees as Additional Insured, Products Completed operations, Contingent Employers Liability, Cross Liability Clause and Severability of Interest Clause.					
<b>CHECK WHICH OF THE FOLLOWING ARE INCLUDED IN THE COMMERCIAL GENERAL LIABILITY POLICY:</b>						
<input type="checkbox"/> CCDC Compliance	<input type="checkbox"/> Total Pollution Exclusion	<input type="checkbox"/> Standard Pollution Exclusion	<input type="checkbox"/> Limited Pollution Coverage (120hrs)			
<input type="checkbox"/> Hot Process Roof Restriction	<input type="checkbox"/> Off –Premise Welding Excl.	<input type="checkbox"/> Off-Premise Welding Limit \$				
The Corporation of the Municipality of Thames Centre has been added as an additional insured to the above policies but only with respect to their interest in the operations of the Named Insured.						
Other Policies	Insurer's Name	Policy Number	Effective Date Yr Mo Day	Expiry Date Yr Mo Day	Limits of Coverage	
Motor Vehicle Liability "All vehicles owned or operated by the insured"						
Builder's Risk						
Environmental Impairment Liability						
Asbestos Abatement						
Mold Remediation						
Professional Liability						
Watercraft						
Other						

This certifies that the policies of insurance described above have been issued by the undersigned to the Insured named above and are in force at this time. If cancelled or materially changed in any manner that would affect the Municipality of Thames Centre as outlined in coverage specified herein for any reason, so as to affect this certificate, thirty (30) days prior written notice with the exception of motor vehicle liability being fifteen (15) days prior written notice, by registered mail or facsimile transmission will be given by the insurer(s) to:

THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE  
4305 HAMILTON ROAD, DORCHESTER, ONTARIO, N0L 1G3

This certificate is executed and issued to the aforesaid Municipality of Thames Centre, the day and date herein written below.

Name and Address of Insurance Company or Broker (completing form)		Telephone Number (Area Code)	Fax Number (Area Code)
Name of Authorized Representative or Official ( <b>Please Print</b> )		Signature of Authorized Representative or Official	Date (Year, Month, Day)



## **SECTION 3**

### **SPECIFICATIONS, SCOPE OF WORK & TENDER BID FORM**

**TENDER 2021  
RFT-TC-003-21**

**THORNDALE WATER TREATMENT FACILITY  
ROOF REPAIR**

**ATTACH THIS SHEET TO THE FRONT OF YOUR TENDER  
ENVELOPE/PACKAGE SUBMISSION**

**TENDER  
TO BE RETURNED TO:**

**THE CORPORATION OF THE  
MUNICIPALITY OF THAMES CENTRE  
4305 HAMILTON ROAD  
DORCHESTER, ONTARIO, N0L 1G3**

**TENDER 2021  
RFT-TC-003-21**

**THORNDALE WATER TREATMENT ROOF REPLACEMENT**

**TENDER CLOSING: February 11th, 2021 at 11:00 AM**

**Bidder's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

For Town Use Only	
Date Stamp	
_____	_____
Time Received	Employee Signature

**NOTE: This address label/sheet must be affixed to the front of your sealed tender envelope/package submission. The Town will not be held responsible for envelopes or packages that are not labeled.**

## TENDER FORM

FOR THE PROVISION OF:	<b>THORNDALE WATER TREATMENT ROOF REPAIR (17163 THORNDALE ROAD, THORNDALE, ONTARIO)</b>
AS SUPPLIED BY:	FIRM NAME
	ADDRESS <span style="float: right;">POSTAL CODE</span>
<b>HEREINAFTER CALLED THE BIDDER</b>	

TO:	<b>THE CORPORATION OF THE MUNICIPALITY OF THAMES CENTRE 4305 HAMILTON ROAD, DORCHESTER, ONTARIO N0L 1G3 HEREINAFTER CALLED THE BUILDING OWNER</b>
-----	---

### THE BIDDER DECLARES

1. No person(s), firm or corporation, other than the Bidder, has any personal interest in this Tender or in the award for which this Tender is made;
2. No officer or employee of the Corporation is or will become interested directly or indirectly as a contracting party, partner, shareholder, surety or in any portion of the profits thereof, or in any of the monies to be derived, therefrom;
3. This Tender is made without any connection, comparison of figures, or arrangements with, or knowledge of any other corporation, firm or person making a Tender for the same and is in all respects without collusion or fraud;
4. By signing this submission, I confirm I have read and understood the content and requirements of this Tender document;

### **ACKNOWLEDGEMENT TO RECEIPT OF ADDENDA**

**This will acknowledge receipt of the following addenda and, that the pricing tendered includes the provision set out in such addenda**

ADDENDUM #	DATE RECEIVED
# _____	_____
# _____	_____
# _____	_____

**Check here if NO Addenda received**

### LOWEST OR ANY TENDER NOT NECESSARILY ACCEPTED

DATED \_\_\_\_\_ 2021

\_\_\_\_\_  
SIGNATURE OF WITNESS

\_\_\_\_\_  
SIGNATURE OF BIDDER

By my signature, I hereby confirm I am a principal, or have been duly authorized by the principal/board, to sign on behalf of the above named.

## SCHEDULE OF ITEMS AND PRICES

I/We have examined the conditions at the site, the drawings, specifications and all addenda thereto as acknowledged hereafter and hereby offer to furnish all materials, plant and labour for the proper completion of the entire work in all trades as planned and specified, and in accordance with the foregoing drawings, specifications and addendum for the sum of:

<b>DESCRIPTION OF ITEM</b>	<b>PRICE</b>
<b>THORNDALE WATER TREATMENT FLAT ROOF LEAK REPAIRS (SECTION A)</b>  Price complete, including supply and installation of membrane restoration, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site all packaging and rubbish, warranties, guarantees and all other costs.	\$ _____
H.S.T.	\$ _____
TOTAL	\$ _____
<b>THORNDALE WATER TREATMENT SHINGLE ROOF REPLACEMENT (SECTION B)</b>  Price complete, including supply and installation of new self-adhering underlayment and laminated asphalt shingles, site preparation, all labour, equipment, machinery, tools and parts used, all work as described herein, site clean-up, removal from site all packaging and rubbish, warranties, guarantees and all other costs.	\$ _____
H.S.T.	\$ _____
TOTAL	\$ _____
<b>WOOD DECK REPLACEMENT (SECTION A)</b>  Per SQ FT cost to cut out and replace any areas of wet or rotten wood decking and replace with new plywood decking to match existing type and 5/8" thickness, including all labour, materials, delivery and disposal as needed.	\$ _____
H.S.T.	\$ _____
TOTAL	\$ _____

**Bidder:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Owner Acceptance:** \_\_\_\_\_ **Date** \_\_\_\_\_



## **BIDDER INFORMATION FORM**

**BIDDERS must complete this form and include with the Tender Submission  
Please ensure all information is legible.**

1.	Bidder's Contact Individual	
2.	Office Phone #	
3.	Toll Free #	
4.	Cellular #	
5.	Fax #	
6.	e-mail address	
7.	Website	
8.	WSIB Account #	
9.	HST Account #	

**Bidder:** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Owner Acceptance:** \_\_\_\_\_ **Date** \_\_\_\_\_

## **1.0 INVITATION TO TENDER**

- .1 The Corporation of the Municipality of Thames Centre invites a tender for the repair of the flat roof and replacement of the shingle roof at the Thorndale Water Treatment facility roof located at 17163 Thorndale Road in Thorndale, Ontario.
- .2 The tenders shall be submitted by the bid closing date of: February 11, 2021 at 11:00 AM on the bid documents provided and placed in a sealed envelope and delivered in accordance with the instructions above in “Instructions to Bidders”
- .3 Questions arising from these specifications during the tender period shall be directed to the Corporation’s website at [www.thamescentre.on.ca](http://www.thamescentre.on.ca).
- .4 All bidding Contractors shall be a registered member of OIRCA and complete work in accordance to the standards set out by the OIRCA and shall meet the approval of the primary material manufacturer, with a minimum of 10-years of experience completing projects of similar type and scope.
- .5 Contractors are required to familiarize themselves with the site and project conditions at the building located at 17163 Thorndale Road in Thorndale, Ontario and must attend the mandatory pre-bid site meeting if interested in submitting a bid, scheduled for January 28, 2021 at 10:30 am.
- .6 ISO 9002 CERTIFICATION - The primary waterproofing membrane, mastics and resaturants shall be purchased only from companies that manufacture, produce, or purchase for resale these same products in accordance with a quality system that is currently certified and registered by an accredited registrar as meeting the minimum quality assurance standards outlined in the ISO 9001 or ISO 9002 program. The Manufacturer’s ISO certification number must be included in the bid documents along with the name of the licensed quality assessment auditing firm issuing the certification.

# **SECTION 00 72 00 - GENERAL CONDITIONS**

## **PART 1 — GENERAL**

### **1.1 DEFINITIONS**

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.
- B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder to whom the roof contract is awarded.
- C. The term Owner shall be understood to be **The Corporation of the Municipality of Thames Centre.**

### **1.2 OWNER'S REPRESENTATIVE STATUS**

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

### **1.3 CONDITION OF SITE**

- A. The bidders shall visit the site, and attend the mandatory pre-bid site meeting, before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

### **1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS**

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

### **1.5 PROTECTION OF OWNER'S OPERATIONS**

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are

essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

## **1.6 PROTECTION OF WORK AND PROPERTY**

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.
- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

## **1.7 MATERIAL STORAGE AND CLEAN-UP**

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

## **1.8 INSPECTION OF WORK**

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be borne by the Owner.

## **1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION**

- A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly restored roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.
- E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- F. The authorized Owner's Representative shall be responsible for:
  - 1. Completing daily on-site inspection of work completed by the Roofing Contractor.
  - 2. Keeping the Owner informed on a periodic basis as to the progress and quality of the work;
  - 3. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;

4. Reporting to the Owner any failure or refusal of the Contractor to correct unacceptable practices.
  5. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative.
  6. Supervising the taking of test cuts, and the restoration of such areas;
  7. Rendering any other inspection services which the Owner may designate; and
  8. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

#### **1.10 MISCELLANEOUS UTILITIES**

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

#### **1.11 CHANGES OR EXTRA WORK**

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
  1. By firm price adjustment;
  2. By cost plus with a guaranteed maximum;
  3. By cost with a fixed fee; or
  4. By unit cost.

- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

#### **1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT**

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

#### **1.13 CORRECTION OF WORK AFTER FINAL PAYMENT**

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

#### **1.14 DEDUCTION FOR UNCORRECTED WORK**

- A. If the Owner deems it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

#### **1.15 LIENS**

- A. The Contractor shall, if required by the Owner, furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any

lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

## **1.16 JOB CONDITIONS**

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING allowed inside any buildings and the Contractor shall always be responsible for enforcement of this job rule with his/her personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces. Specific locations will be discussed at the pre bid conference.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that becomes wet or damaged must be removed from the jobsite and replaced at the Contractor's expense.
- E. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle.
- F. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. No drugs or alcoholic beverages are permitted on the grounds.
- H. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- I. The Contractor will also protect the building structure from damage in the process of the job. If damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- J. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall



be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.

- K. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- L. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method or material which does not adequately protect roofing materials.
- M. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- N. Any lawns damaged by Contractor vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored and at the Contractor's expense.
- O. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- P. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- Q. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

#### **1.17 WORKMANSHIP**

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

#### **1.18 INSULATION**

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times and remained tarped at the end of each days work. The original manufacturers wrap packaging is not an acceptable tarp. No more insulation

shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.

- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

### **1.19 ROOF DECK**

- A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

### **1.20 SAFETY**

- A. Contractor shall conform to requirements as designated by the Provincial and Federal Governments. Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.
- C. Workers shall be equipped with the appropriate personal protection equipment when on site completing their duties and work.
- D. Contractors shall wear facemasks and maintain social distancing as required by the local health authority while completing work on site until such time that these restrictions are lifted by the health authority, to help protect workers from the Covid-19 virus.

### **1.21 WORK HOURS AND DAYS**

- A. When the Contract is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

### **1.22 COMPLIANCE WITH LAWS**

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

### **1.23 OWNER'S RULES**

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. The Contractor shall "Hold Harmless" the Material Manufacturer, against any litigation arising from any accidents during the course of the contract.

### **1.24 SAFETY AND ECOLOGY**

- A. The Contractor(s) shall conform to the requirements as designated by the Federal and Provincial Governments (e.g., O.H.S.B and W.S.I.B.).

### **1.25 ANTI-DISCRIMINATION IN EMPLOYMENT**

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

### **1.26 START AND COMPLETION DATE**

- A. Work shall begin within sixty (60) days from the award of this contract, or as agreed upon by the parties, and all work shall be completed no later than July 31, 2021.
- B. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- C. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

### **1.27 SUPERINTENDENT**

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job always when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.

- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

### **1.28 INSPECTIONS**

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a factory trained representative, on site daily, to conduct daily on-site inspections of the work completed by the contractor a minimum of two times per day and to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

### **1.29 ENGINEERING**

- A. In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representative, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions. Re-roofing or Ballasted Roofing Systems will require certification from a structural engineer that the structure will support the proposed additional weight.

### **1.30 GUARANTEES**

- A. A roofing guarantee is available for review from the Material Manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. The Material Manufacturer will not be responsible for any damages to the building or its contents or any other consequential damages, and its responsible it limited to the repairing of leaks. The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months

after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

### **1.31 APPROVED CONTRACTORS**

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

### **1.32 ACCEPTABILITY OF COMPLETED WORK**

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity and will not be responsible for the Contractor's errors or omissions.

### **1.33 ENGINEERING AND ROOF DECK**

- A. The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Re-roofing and general building structuring require certification from a structural engineer that the structure will support the proposed additional weight. In addition, the Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

### **1.34 ASBESTOS IDENTIFICATION**

- A. The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS. If a building owner suspects that an asbestos condition exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

### **1.35 ASBESTOS LIMITATIONS**

- A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.
- B. IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.

### **1.36 MOLD LIMITATIONS**

- A. Material supplier and/or material manufacturer makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

END OF SECTION

## **SECTION 3 – MODIFIED MEMBRANE ROOFING - COLD APPLIED**

### **PART 1 — GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this Section.

#### **1.2 SUMMARY**

- A. Section includes modified bituminous roofing system.

The general scope of work is as follows:

##### **FLAT ROOF AREAS – LEAK REPAIRS**

Field Blisters (5x):

- Scrape back the gravel surface to provide clear access to the blisters.
- Cut the blister open in an X-pattern and dry out the trapped moisture.
- Relay the membrane into a layer of elastomeric silver flashing mastic, and roll smooth.
- Install a 140-mils, SBS modified bitumen, granule surfaced cap sheet (minimum tensile strength: 300 lbf/in, minimum tear strength: 450 lbf) and meeting ASTM D6162, Type III Grade S, fully adhered in cold applied SBS rubberized asphalt adhesive at a rate of 2.5-gals/100 sqft.
- Top coat the repaired area with rubberized weather screen cold applied flood coat and embed 3/8 gravel on top to provide a UV reflecting surface.

Torn Vent Curb Flashings:

- Scrape back the surface gravel approximately 12-inches from along the base edges of the vent curb flashing to provide a clean roof substrate suitable for repair.
- Repair the four sides of the curb flashings using an 18” wide ply of 140-mils, SBS modified bitumen, granule surfaced cap sheet (minimum tensile strength: 300 lbf/in, minimum tear strength: 450 lbf) and meeting ASTM D6162, Type III Grade S, fully adhered in cold applied SBS rubberized asphalt adhesive at a rate of 2.5-gals/100 sqft.
- Back nail the new flashing every 8” O.C. along the top of the curb flashings or if possible, wrap the flashing over the top of the curb surface.
- Reinforce the corner overlap seams with elastomeric silver flashing mastic and fiberglass mesh.
- Allow for extra adhesive bleed-out on either side of the repair patched flashings to embed the existing surface gravel along the edges of the patches.

Perimeter Flashing Deterioration (Approx. 40-feet):

- Remove the existing metal flashings from the perimeter edges where required to provide access to the perimeter flashings located beneath the metal.
- Scrape back the gravel surface along the base edge where the metal flashing connects with the surface of the BUR to provide clear access to the damaged areas of the perimeter flashings along the SW corner, NW corner and NE corner of the roof.
- Repair the flashings using a 140-mils, SBS modified bitumen, granule surfaced cap sheet (minimum tensile strength: 300 lbf/in, minimum tear strength: 450 lbf) and meeting ASTM D6162, Type III Grade S, fully adhered in cold applied SBS rubberized asphalt adhesive at a rate of 2.5-gals/100 sqft.
- Allow for extra adhesive bleed-out on either side of the repair patched flashings to embed the existing surface gravel along the edges of the patches.
- Reinforce the overlap seams and end seams with elastomeric silver flashing mastic and fiberglass mesh.
- Reinstall the existing metal flashing when repairs are complete to the perimeter flashings.

Pitch Pan (1x):

- Remove any loose / brittle mastic from the surface of the pitch pocket.
- Re-seal the pitch pocket with elastomeric silver flashing mastic to renew the waterproofing seal.

## **SECTION 4 — ASPHALT SHINGLE ROOF REPLACEMENT**

### **PART 1 — GENERAL**

#### **1.1 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The following brief description is not intended to totally define the scope of work. Refer to the contract documents for an entire description of the project scope.
- B. The successful bidder shall provide labor and materials to remove the existing roof system and install all the components for a new steep slope roof system on the entire facility.

The general scope of work is as follows:

#### **SHINGLE ROOF AREAS**

- Remove existing roof systems down to the existing plywood deck.
- Inspect the existing plywood deck, and replace damaged decking as required. All deck replacement will be reviewed with Owners Representative for approval prior to proceeding.



- Install R-Mer Seal, 45-mil self-adhering underlayment with non-slip cross laminated surface, to the eave, rake, hip, ridge and wall transitions as well as all field areas over the existing plywood deck.
- Extend the R-Mer Seal underlayment ½” over the eave and rake edges of the roof to wrap the edge of the deck prior to installing the new eave starters.
- All vertical walls and transitions will have a minimum of 6-inches of self-adhering underlayment applied to the vertical wall surface. Apply reinforcing patches to the corners as required.
- Install new galvanized eave starter strips along all eave and rake edges, wrapping the underlayment beneath the starter strip.
- Install Timberline architectural shingles, color TBD, by GAF per manufacturer’s guidelines. Six nails per shingle, minimum.
- Replace all drip edge, and passive roof vents, stack flashing and bathroom exhaust fan vents with new. Reinstall and re-use the existing power exhaust fan vents.
- Reuse metal fascia trim, rake trim, and eave troughs where possible. Replace all areas of damaged fascia and rake trim prior to installing eave starter strips and eave leak barrier protection. All areas of damaged soffit, fascia and eave to be discussed with the Owner’s representative prior to its removal.
- Install new 26-gauge, series 8000 pre-finished metal counter flashing with hemmed edges, knuckled corners and s-locked seams around all roof penetrations and wall flashings. Caulk reglet seams with Tuff Stuff Polyurethane sealant.
- Remove the vinyl siding at all vertical transitions to allow for installation of the underlayment a minimum of 6-inches onto the vertical surface, together with galvanized step flashings, laced together with the new shingles.
- The Contractor’s base bid will include an allowance of \$2,000 to cover the removal and replacement of areas of damaged wood decking that is uncovered during roof removal. All areas of deck to be replaced, will be discussed with the Owner’s Representative prior to its removal, and the Contractor will provide photographic evidence of the damaged deck, both before and after its replacement to the Owner’s Representative.
- Areas of landscaping damaged by the Contractor in the duties of replacing the roof will be repaired upon the completion of the projects. Grass areas will be re-leveled and top dressed with top soil and grass seed.
- Contractor responsible for all electrical or mechanical disconnects that may be required to remove equipment located on the surface of the roof in order to complete the installation of the new roof system.

C. Contractor's duties:

1. Except as otherwise specifically excluded, provide and pay for:
  - a. Labor, equipment and required safety equipment.
  - b. Tools, construction equipment and machinery.
  - c. Water, heat and utilities required for construction.
  - d. Other facilities and services necessary for proper execution and completion of the work.
  - e. Products used for the completion of the project.
2. Pay legally required sales, consumer and use taxes.
3. Secure and pay for, as necessary for proper execution and completion of the work.
  - a. Government fees.
  - b. Licenses and applications.
4. Give required notices.
5. Comply with laws, codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities that bear on performance of work.
6. Enforce strict discipline and good order among employees. All employees shall be properly clothed with appropriate footwear. All workers must wear shirts and long pants during work construction.

1.2 CONTRACTORS USE OF PREMISES.

- A. Confine operations at site to areas permitted by:
  1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
  5. Owner's requirements.

- B. Do not unreasonably encumber job site with materials or equipment. Use specified areas for storage and equipment.
- C. Do not load any part of the structure with weight that will damage or endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises. Protect materials against dispersion by wind forces.
- E. Move any stored products that interfere with operation of Owner.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Always maintain good housekeeping around site, around structure and while in the structure.
- H. Use of site: Comply with Owners requirements for:
  - 1. Access and egress procedures.
  - 2. Requirements for identification of workers.
  - 3. Procedures for transportation of workers.
  - 4. Safety and fire prevention requirements.
  - 5. Weather emergency procedures.
  - 6. And such other rules and procedures as the Owner may establish from time to time for the safety and security of the entire property, job site and the project.

### 1.3 OWNERS RIGHT TO ACCESS FOR OBSERVATION

- A. The Owner or Owners Representative reserves the right of access to any part of the work, at any time, for the purpose of observation. The Contractor will provide access to the roof for inspection as required.
- B. Cooperate with the Owner or Owners Representative during Owner's access for observation of work, and coordinate work with Owner's requirements.

### 1.4 FIELD QUALITY CONTROL

- A. The Owner shall have the right to inspect the material and workmanship of all items concerned with these specifications and drawings and shall have free access at all times to any part of the work.

- B. Inspection and testing will be by the Owner or material supplier. Inspection and test may be made on any components at any time.

END OF SECTION

## SECTION 024113 – SELECTIVE SITE DEMOLITION

### PART 1 - GENERAL

#### 1.1. RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions apply to this section.

#### 1.2. SUMMARY

- A. This Section requires the selective removal and subsequent offsite disposal of the following:

1. Completely remove existing roof system, passive vents, and associated metal trim on all areas of roof addressed in this specification. Install protection on the side of the building as required to preserve the building surfaces. All material is to be removed from the site and disposed of in a legal manner. Any debris on the ground shall be picked up and placed in containers each day.
2. On openings in the deck 3” or less, install a 16-gauge plate over the opening and attach to the surrounding deck 8” on center. Opening larger than 3” shall be retrofitted with new decking to match the existing profile.

#### 1.3. SUBMITTALS

- A. General: Submit the following in accordance with General Conditions and Technical Specification Sections.
  1. Photograph or video of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner prior to start of work. If photographs are used provide a written narrative describing conditions in photographs. If video provide a verbal narrative of the conditions being video recorded.

#### 1.4. JOB CONDITIONS

- A. Condition of Structures: Owner assumes no responsibility for actual condition of items of structures to be demolished.

- B. Protection: Provide temporary barricades and other forms of protection to protect Owner's personnel and public from injury due to selective demolition work.
  - 1. Provide protective measures as required to provide free and safe passage of Owner's Personnel and public to occupied portions of building.
  - 2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
  - 3. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces and installation of new construction to ensure that no water leakage or damage occurs to structure or interior areas of existing building.
  - 4. Remove protection at completion of work.
  - 5. Damages: Promptly repair damages caused to adjacent facilities by demolition work.
  - 6. Environmental Controls: Use water sprinkling, temporary enclosures, and other methods to limit dust and dirt migration. Comply with governing regulations pertaining to environmental protection.

## PART 2 - EXECUTION

### 3.1. DEMOLITION

- A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.
  - 1. Promptly remove debris to avoid imposing excessive loads on supporting walls, roof decks, or framing.
- B. If unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure both nature and extent of the conflict. Submit report to Owner in written accurate detail. Pending receipt of directive from Owner rearrange selective demolition schedule as necessary to continue overall job progress without undue delay.

### 3.2. DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose offsite. Use chutes to remove debris, rubbish, and other materials from roof. Furnish dumpsters or other suitable containers for the materials being demolished. Do not allow demolished materials to accumulate on-site.
  - 1. Burning of removed materials is not permitted on project site.
  - 2. Handle all asbestos materials according to all Federal, State and local laws. Provide documentation to the Owner verifying the location and handling of all materials

### 3.3. CLEANUP AND REPAIR

- A. General: Upon completion of demolition work, remove tools, equipment, and protection and demolished materials from site.
  - 1. Repair demolition performed in excess of that required. Return elements of construction and surfaces to remain to condition existing prior to start of operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION

### GENERAL SECTION INCLUDES

Asphalt roofing shingles.

Leak barrier and deck protection.

Metal flashing associated with shingle roofing.

### REFERENCES

ASTM A 653/A 653M - Standard Specification for Steel Sheet, Zinc Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.

ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.

ASTM D 3018 - Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules.

ASTM D 3161 - Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method).

ASTM D 3462 – Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules.

ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.

UL 790 - Tests for Fire Resistance of Roof Covering Materials.

UL 997 - Wind Resistance of Prepared Roof Covering Materials.

Asphalt Roofing Manufacturers Association (ARMA)

National Roofing Contractors Association (NRCA)

## REGULATORY REQUIREMENTS

Provide a roofing system achieving an Underwriters Laboratories (UL) Class A fire classification.

## DELIVERY, STORAGE, AND HANDLING

Store all products in manufacturer's unopened, labeled packaging until they are ready for installation.

Store products in a covered, ventilated area, at temperature not more than 110 degrees F (43 degrees C); do not store near steam pipes, radiators, or in direct sunlight.

Store bundles on a flat surface. Maximum stacking height shall not exceed GAFMC's recommendations. Store all roll materials on end.

Store and dispose of solvent-based materials in accordance with all federal, provincial, and local regulations.

## WEATHER CONDITIONS

Proceed with work only when existing and forecasted weather conditions will permit work to be performed in accordance with GAFMC's recommendations.

## WARRANTY

Contractor will provide a 20-year Shingle Manufacturer's Warranty.

Contractor will also provide a 2-year workmanship warranty on all labour provided by Contractor in the completion of the roof project, used to complete repairs to items not covered under the Shingle Manufacturer's Warranty.

## PRODUCTS

### MANUFACTURERS

Acceptable Manufacturer (Shingles & Accessories): GAF Materials Corporation, 1361 Alps Rd. Wayne NJ 07470. Tel: 1-973-628-3000.

Acceptable Manufacturer (Underlayment Protection): Garland Industries, 209 Carrier Drive, Etobicoke, ON, M9W 5Y8. Tel: 1-800-387-5991.

### SHINGLES

Timberline Natural Shadow architectural shingles by GAF  
Color: TBD

### HIP AND RIDGE SHINGLES

Seal-A-Ridge or Z Ridge by GAFMC.

### STARTER STRIP

Self-sealing starter course. by GAFMC.

### LEAK BARRIER / PERIMETER PROTECTION

R-Mer Seal Underlayment, 45-mil, high temperature roof underlayment with non-slip cross laminated surface by Garland Industries.

### ROOFING CEMENT

Flashing Bond, An ASTM Type II Roof Cement manufactured by Garland Industries.

### POLYURETHANE SEALANTS

Polyurethane Sealant: One-part, non-sag sealant as approved and furnished by Garland Industries, for moving joints.

1. Tensile Strength (ASTM D412): 250 psi
2. Elongation (ASM D412): 950%
3. Hardness, Shore A (ASTM C920): 35
4. Adhesion-in-Peel (ASTM C920): 30 pli

### NAILS

Standard round wire, zinc-coated steel or aluminum; 10 to 12 gauge, barbed or deformed shank, with heads 3/8 inch (9.5 mm) to 7/16 inch (11 mm) in diameter. Length must be sufficient to penetrate solid wood at least 3/4 inch (19 mm) or through plywood or oriented strand board by at least 1/8 inch.



## METAL FLASHING

.26-gauge prefinished, hot-dip galvanized steel sheet, complying with ASTM A 653/A 653M, G90/Z275.

## EXECUTION

### EXAMINATION

Do not begin installation until the roof deck has been properly prepared.

If roof deck preparation is the responsibility of another installer, notify the building owner of unsatisfactory preparation before proceeding.

### PREPARATION

Remove all existing roofing down to the plywood roof deck and associated metal trim.

Verify that the deck is dry, sound, clean and smooth. It shall be free of any depressions, waves, and projections. Cover all holes over 1 inch (25 mm) in diameter, cracks over 1/2 inch (12 mm) in width, loose knots and excessively resinous areas with sheet metal,

Replace damaged deck with new materials, matching existing deck type and thickness of the plywood deck. All areas of deck replacement will be discussed with the Owners Representative, and the Contractor will provide photo evidence of its damaged condition by email to the Owners Representative.

Clean deck surfaces thoroughly prior to installation of eaves protection membrane and underlayment.

At areas that receive eaves protection membrane, fill knotholes and cracks with latex filler.

### UNDERLAYMENT APPLICATION

#### General:

Install using methods recommended by Garland Industries, in accordance with local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence. All deck surfaces to be covered with R-Mer Seal.

#### Eaves:

Install eaves edge metal starter flashing tight with fascia boards; lap joints 2 inches (50 mm) and seal with plastic cement; nail at the top of the flange.

Install self-adhering protection membrane, beneath the starter strips, wrapping the wood deck surface by a minimum of 1/2" prior to installing the eave starter strips.

#### Rakes:

Install eaves edge metal starter flashing tight with rake fascia boards; lap joints 2 inches (50 mm) and seal with plastic cement; nail at the top of the flange.

Install self-adhering protection membrane, beneath the starter strips, wrapping the wood deck surface by a minimum of ½” prior to installing the rake starter strips.

#### Valleys:

Install self-adhering protection membrane to the valley. Lap ends 6 inches (150 mm) and seal.

#### Roof Deck:

Install one layer of self-adhering roof deck underlayment over the entire area of the roof deck. Install sheets horizontally and shingle overlap seams so water sheds and nail in place.

On roofs sloped at more than 4 in 12, lap horizontal edges at least 2 inches (50 mm).

On roofs sloped between 2 in 12 and 4 in 12, lap horizontal edges at least 6 inches (150 mm).

Lap ends at least 4 inches (100 mm). Stagger end laps of each layer at least 36 inches (915 mm).

Lap underlayment over valley protection at least 6 inches (150 mm).

#### Penetrations:

Vent pipes: Install a 24 inch (610 mm) square piece of self-adhering underlayment membrane lapping over roof deck underlayment; seal tightly to pipe.

Vertical walls: Install self-adhering underlayment protection membrane extending at least 6 inches (150 mm) up the wall. Back nail the self-adhering protection membrane along the top termination edge to the wall substrate, eight (8) inches on center.

## INSTALLATION OF SHINGLES

#### General:

Install in accordance with GAFMC's instructions and local building codes. When local codes and application instructions are in conflict, the more stringent requirements shall take precedence.

Minimize breakage of shingles by avoiding dropping bundles on edge, by separating shingles carefully (not by "breaking" over ridge or bundles), and by taking extra precautions in temperatures below 40 degrees F (4 degrees C).

Handle carefully in hot weather to avoid scuffing the surfacing or damaging the shingle edges.

#### Placement and Nailing:

Secure with 6 nails per shingle per GAFMC's instructions or local codes.

Placement of nails varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

Nails must be driven flush with the shingle surface. Do not overdrive or under drive the nails.

Shingle offset varies based on the type of shingle specified. Consult the application instructions for the specified shingle for details.

#### Placement and Nailing:

Beginning with the starter strip, trim shingles so that they “nest” within the shingle located beneath it. This procedure will yield a first course that is typically 3” to 4” rather than a fully exposed shingle.

Laterally, offset the new shingles from the existing keyways, to avoid waves or depressions caused by excessive dips in the roofing materials.

Using the bottom of the tab on existing shingles, align subsequent courses.

\*Note: DO NOT install standard sized shingles (5” exposure) over metric (5 5/8” exposure) shingles, as it will overexpose the shingles and reveal the nails. Use standard alignment methods to assure proper shingle placement.

#### Valleys

Install valleys using the "open cut valley" method:

Run the first course of shingles from the higher roof slope across the valley at least 12 inches (305 mm).

Run succeeding courses of shingles from the lower roof slope across the valley at least 12 inches (305 mm) and nail not closer than 6 inches (150 mm) to center of valley.

Run shingles from the upper roof slope into the valley and trim 2 inches (50 mm) from the center line.

#### Penetrations

All Penetrations are to be flashed according to GAFMC, ARMA and NRCA application instructions and construction details.

#### PROTECTION

Protect installed products from foot traffic until completion of the project.

Any roof areas that are not completed by the end of the workday are to be protected from moisture and contaminants.

#### END OF SECTION

