



119 Van Order Drive, Kingston, ON K7M 1B9 🏠 Fax (613) 546-9375 📞 Phone (613) 546-5591 [www.kfhc.ca](http://www.kfhc.ca)

# PROJECT MANUAL

## PT 18-14

LOCATION: 123 & 125 Van Order Drive, and  
381 Bagot Street  
Kingston, ON

WORK: Interior Painting & Finishing

PRE-BID MEETING: Wednesday, August 1, 2018  
10:00 a.m.  
381 Bagot Street  
Kingston, ON

CLOSING DATE: August 16, 2018  
11:00:00 a.m. Local Time  
119 Van Order Drive  
Kingston, ON



Contractor Name and Address:

**Closing Date**  
August 16, 2018

**Time**  
11:00:00 a.m. Local

**Description of Work**  
Interior Painting & Finishes

**Address**  
123 & 125 Van Order Drive, and  
381 Bagot Street  
Kingston, ON

**Tender No.**  
PT 18-14

## **PUBLIC TENDER BID ENVELOPE**

### **DO NOT OPEN**

Kingston & Frontenac Housing Corporation  
119 Van Order Drive  
KINGSTON, ON K7M 1B9

PLEASE PRINT THIS PAGE AND ATTACH IT TO YOUR BID SUBMISSION ENVELOPE



**JOB NO:** PT 18-14

**OFFICE:** Kingston & Frontenac Housing Corporation

**JOB DESCRIPTION:** Interior Painting & Finishing  
123 & 125 Van Order Drive, and  
381 Bagot Street, Kingston, ON

---

**TABLE OF CONTENTS**

<b>BID/CONTRACT DOCUMENTS</b>	<b>No. of Pages</b>
Bid Forms	5 (attached)
Specification	22
Appendices	1

**NOTE:**

Bidders must ensure that they receive all the contents listed above. Any omissions must be drawn to the attention of the Housing Office at least five (5) days prior to bid closing.

---

**SPECIFICATIONS INDEX**

**No. of Pages**

General Instructions	2
Instruction to Bidders	2
Bidder's Information	1
Bid Form	2
Performance Bond	2
Bid Bond	1
General Conditions	6
Payment and Warranty	2
Interior Painting & Finishing	7
Hazardous Materials	2
Appendix B – Work Performance Reference	1

### **1.1 Initial On-site Meeting**

- .1 Contractor will be notified by Kingston & Frontenac Housing Corporation as to the time and place of the Initial On-Site Meeting.
- .2 General Manager (or his designate) will hand the Purchase Order and (1) set of Contract Documents to the Contractor.
- .3 Contract Supervisor will review the extent of the work with the Contractor and determine responsibilities, schedules and sequence of activities.
- .4 Contract Supervisor will convene meetings during the term of the contract, as agreed to at the Initial On-Site Meeting, or as necessary.

### **1.2 Co-operation**

- .1 Co-operate with Kingston & Frontenac Housing Corporation and arrange for all work to be expedited with the minimum of inconvenience to all parties, and report in writing any difficulties encountered in expediting the work.

### **1.3 Supervision and Workmanship**

- .1 Execute work in the most efficient manner and in accordance with the directions and to the satisfaction of the Owner. Employ a competent supervisor who remains in charge until the work is completed in accordance with section 14 of OHSA.
- .2 Ensure that only skilled and certified tradesmen are employed.
- .3 Repair, replace or otherwise make good all unacceptable work.

### **1.4 Contract Management**

- .1 Contract management will be co-ordinated by Kingston & Frontenac Housing Corporation.
- .2 Contract Supervisor will be named on the Purchase Order.

### **1.5 Use of Site Facilities**

- .1 Furnish all labour, materials, equipment, transportation, storage of tools, and any other incidentals required.
- .2 Existing sanitary services, where provided, may be used by the Contractor and his personnel. If not available at the specific project, the Contractor must provide this service at his own expense.

### **1.6 Utilities**

- .1 Use the electrical service and water service at the site only as directed by the Contract Supervisor.
-

- .2 Supply and pay for hoses, extension cords, special wiring or boxes as required.

### **1.7 Hours of Work**

- .1 Work will be carried out between the hours of 7:00 a.m. and 5:00 p.m. Monday through Friday.

### **1.8 Interference**

- .1 Maintain normal building operation and traffic flow, with a minimum of inconvenience to residents. In general, no essential services such as electric power and domestic hot water supply are to be interrupted for more than one continuous hour, and no longer than three consecutive hours for the heating system during the heating season. In all cases, previous arrangements are to be made and approval obtained from Kingston & Frontenac Housing Corporation.

### **1.9 Protection**

- .1 Provide adequate protection to public and property.
- .2 Protect existing buildings, walls, floors, ceilings, furnishings, equipment, plant materials, lawns, etc. from any damages resulting from performing work on this Contract. Any damages to be repaired without cost to the Owner.
- .3 Protect new work from damages from any cause. All finished surfaces must be protected so that no marks or scratches mar the finished surfaces prior to acceptance of the work.
- .4 Protect and be responsible for all new finished and unfinished work which is exposed and susceptible to vandalism or theft.

### **1.10 Daily Clean-up**

- .1 Remove all excess debris and leave areas of work broom clean.

### **1.11 Final Clean-up**

- .1 Clean all areas of work to the satisfaction of the Contract Supervisor.

### **1.12 Underground Services**

- .1 Be responsible for the protection of all pipes, ducts, cables, conduits, wires and other services against damage arising from the execution of the work during the contract period.

**End of Section**

---



### 1.1 Bid Submissions

- .1 Offers signed under seal, executed, and dated will be received by the Owner not later than the date, time and location specified.
- .2 Bids will be opened publicly immediately after the time stipulated.
- .3 Failure to meet the requirements of the Bid Documents will result in disqualification.
- .4 Offers submitted after the specified time will be returned to the bidder unopened.
- .5 Verbal or electronically submitted information will not be accepted as part of the bid documents.
- .6 Bidders must not submit the entire tender specification documents with their bid submission forms.

### 1.2 Bid Security

- .1 Bidders must submit either; a Bid Bond from a Surety acceptable to the Owner, a Certified Cheque, a Bank Draft or an irrevocable letter of Credit in favour of the Owner.
- .2 The amount must be as stipulated and valid for a period of sixty (60) days from the date of Bid Closing.

### 1.3 Site Examination

- .1 Prior to submitting a bid, carefully examine the site of the proposed work, evaluate the existing conditions and limitations and include all costs to fulfil the contract.
- .2 Report any discrepancy, errors or omissions to the Owner not less than seventy-two (72) hours prior to Bid Closing.

### 1.4 Taxes and Duties

- .1 Bidders must make provision in their Bids to cover the full cost of all applicable taxes, permits and fees.
- .2 The Owner will obtain and pay for Municipal Building Permits when required by the Ontario Building Code.
- .3 In the event of any change in any applicable tax made public after the date of tender closing, the Contract Price shall be adjusted by an amount equal to the increase or decrease in the cost of the Work to the Contractor brought about by the change in such tax.

**1.5 Employment Equity**

- .1 In accordance with the employment equity goals, Kingston & Frontenac Housing Corporation encourages bidders to take an active role in supporting and facilitating opportunities for employment equity designated groups.

**1.6 Award of Contract**

- .1 Bids will be evaluated on stipulated price only; however, the Owner reserves the right to accept or reject any or all offers.
- .2 If a Bidder withdraws his Bid after the Bid closing or if the Bidder does not provide Performance Security, Certificate of Liability Insurance or any other document required; the Owner may retain the Bid Security for its use.
- .3 The Contract is deemed to be awarded on the date that the Owner advises the Bidder in writing of such award.

**1.7 Canadian Content**

- .1 The Owner reserves the right to give preference to materials, products and equipment of Canadian origin and manufacture.

**End of Section**

## 1.1 Description of Work

- .1 Work under this Contract involves all labour, materials and equipment necessary for the complete supply, surface preparation, drywall repairs, and application of primer and paint to all common area hallways, stairwells, and common rooms located at 123 Van Order, 125 Van Order, and 381 Bagot Street in Kingston, Ontario.

## 2.1 Inquiries/Access to Site

- .1 Address all inquiries to:

Scott VanderSchoor  
Manager of Technical Services  
**Kingston & Frontenac Housing Corporation**  
[svanderschoor@kfhc.ca](mailto:svanderschoor@kfhc.ca)  
T: 613.546.5591 ext. 1560 | F: 613.546.9375  
119 Van Order Drive  
Kingston, ON K7M 1B9

- .2 Addenda will be issued in all cases where questions result in changes or clarification to BID DOCUMENTS.

## 3.1 Pre-Bid Meeting

- .1 A pre-bid briefing meeting will be held at 10:00 a.m. on Wednesday, August 1, 2018 at 381 Bagot Street, Kingston, ON.

## 4.1 Completion Date

- .1 Work will commence upon Award of Contract, carry on in a continuous manner and be completed by October 31, 2018.

## 5.1 Bid Acceptance

- .1 The lowest or any offer will not necessarily be accepted.

**End of Section**



Scott VanderSchoor  
Kingston & Frontenac Housing Corporation  
119 Van Order Drive  
Kingston, ON K7M 1B9

**Re: PT 18-14  
Interior Painting & Finishing  
123 & 125 Van Order Drive, and  
381 Bagot Street  
Kingston, Ontario**

I. I/We \_\_\_\_\_  
(Company Name)

having examined the Bid Documents and visited the Project Site; hereby offer to enter into a Contract to perform the work required in the Bid Documents for the **STIPULATED PRICE** of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) including payment of all applicable federal, provincial and municipal taxes.

This Bid is firm, irrevocable and open to acceptance by the Owner for sixty (60) days from the date of Bid closing.

2. **The following amount of HST has been included in the above STIPULATED PRICE**

**\$ \_\_\_\_\_ HST REGISTRATION NO. \_\_\_\_\_.**

3. I/We agree to comply in all respects with the requirements set out in the Bid Documents including **ADDENDA No. \_\_\_\_\_ to No. \_\_\_\_\_** inclusive. [If no addenda have been received, indicate 'NIL' in the spaces provided].

4. I/We agree to commence this work immediately upon being notified in writing to do so by the Housing Corporation and that work will be done on a continuous basis.

5. I/We expressly warrant that the prices contained in my/our bid, whether as unit prices or lump sums are quoted in utmost good faith on my/our part without any collusive arrangement or agreement with any other person or partnership or corporation and that I/we are not party or privy to any deceit tending to mislead the Owner into accepting my/our bid as a truly competitive offer.

6. I/We agree to complete all work required, acceptable to the Owner.

7. I/We enclose a bid bond, certified cheque, bank draft or irrevocable letter of credit in the amount of **\$ 3,000.00** payable to Kingston & Frontenac Housing Corporation and valid for sixty (60) days from the date of bid closing.
8. Tax Compliance Declaration  
I hereby certify that (name of company) \_\_\_\_\_  
at the time of submitting this bid, is in compliance with all tax statutes administered by the Ministry of Finance for Ontario and that in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payments have been made and maintained.

SIGNED AND SEALED \* this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**(print full name)**

Contractor: \_\_\_\_\_

Signing Officer: \_\_\_\_\_

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

WSIB Account Number: \_\_\_\_\_

City: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No.: \_\_\_\_\_

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

Printed Signature: \_\_\_\_\_

Email Address: \_\_\_\_\_

**NOTE: BIDDERS ARE ADVISED THAT FAILURE TO COMPLETE THIS FORM WILL CAUSE DISQUALIFICATION.**

\* Affix Corporate Seal (if applicable).

Bond No. \_\_\_\_\_ Project No. \_\_\_\_\_

Amount \$ \_\_\_\_\_ Contract \_\_\_\_\_

**Know All men By These Presents**, that we

\_\_\_\_\_ hereinafter called "the Principal", and

\_\_\_\_\_ hereinafter called "the Surety", are jointly and severally held and firmly bound unto the Kingston & Frontenac Housing Corporation hereinafter called "the Obligee", its successors and assigns, in the

sum of \$ \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made we the Principal and Surety jointly and severally bind ourselves, our and each of our respective heirs, executors, administrators, successors and assigns by these presents.

Signed and Sealed with our respective seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Whereas by an agreement in writing dated the \_\_\_\_\_ day of \_\_\_\_\_ 2018, the Principal has entered into a contract with the Obligee, hereinafter called "the Contract", for the construction, alternation, repair or maintenance of a public work, namely as in the Contract provided, which Contract is by reference herein made a part hereof as fully to all intents and purposes as though recited in full herein.

**Now Therefore The Condition Of This Obligation is Such** that if the Principal shall at all times duly perform and observe the Contract or as the same be changed, altered or varied as hereinafter provided, to the satisfaction of the Obligee and shall at all times fully indemnify and keep indemnified the Obligee from and against all and any manner of loss, damage, expense, suits, actions, claims, liens, proceedings, demands, awards, payments and liabilities arising out of or in any manner based upon or attributable the Contract and shall fully reimburse and repay the Obligee for all outlay, obligation or payment incurred or undertaken to be made by the Obligee pursuant to the Contract, then this obligation shall be void, but otherwise it shall be and remain in full force and effect.

Provided further and it is hereby agreed and declared that there shall be no liability under this instrument of the Principal and Surety for payment of any claims for labour, material or services used or reasonably required for use in the performance of the Contract.





Bond No. \_\_\_\_\_ Project No. \_\_\_\_\_

Amount \$ \_\_\_\_\_

**Know All men By These Presents**, that \_\_\_\_\_

As Principal, hereinafter called the Principal, and \_\_\_\_\_

\_\_\_\_\_

as Surety, hereinafter called the Surety, are held and firmly bound unto *Kingston & Frontenac Housing Corporation* as Obligee, in the amount of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)

lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a written proposal, (or tender) to the Obligee dated

the \_\_\_\_\_ day of \_\_\_\_\_, 2018, for \_\_\_\_\_

\_\_\_\_\_

Now Therefore The Condition Of This Obligation in such that if the aforesaid Principal shall have the tender accepted within sixty (60) days from the closing date of the Call for Tenders and the said Principal will, within such reasonable time as may be allowed after notice of such acceptance, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this Bond must be instituted before the expiration of six (6) months from the date of this Bond.

The Testimony Whereof, the Principal has hereunto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signatures of its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2018.

**Signed, Sealed and Delivered**

in the Presence of:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

\_\_\_\_\_



## 1.1 Definitions

- .1 Whenever any of the following words or phrases are used in the contract, they shall have the meanings attributed to them, as follows:
- .1 "Bid" means any bid, tender or offer submitted by a bidder pursuant to the Instructions to Bidders.
  - .2 "Owner" means Kingston & Frontenac Housing Corporation.
  - .3 "Contractor" means the person, firm or corporation identified on the Purchase Order responsible for the work of this contract.
  - .4 "Constructor" means a person who undertakes a project for an owner and includes an owner who undertakes all or part of a project by himself or by more than one employer; Occupational Health & Safety Act (OHSA) and Regulations for Construction Projects O.Reg. 213/91 including all subsequent updates.
  - .5 "Contract Price" means the total price including tax the Owner has agreed to pay the Contractor for the work stipulated in the Contract, and in any event shall not exceed the amount specified in the Purchase Order.
  - .6 "Business Day" means any day except a Saturday, Sunday or statutory holiday.
  - .7 "Building Code" means the Ontario Building Code (latest edition).
  - .8 "As detailed" means as shown on the drawings.
  - .9 "As specified" means as specified herein.
  - .10 "Provide" means supply and install.
  - .11 "Controlled" has the same meaning as in subsection 1 (5) of the Business Corporation Act.

## 1.2 Precedence of Documents and Interpretation

- .1 Whenever the words "shall" or "will" are used in the Contract, they have the meanings attributed to them in the Interpretation Act of Ontario.
- .2 Whenever words which have well known technical or trade meanings are used in the Contract, they are used in accordance with such recognized meanings.
- .3 The documents forming the Contract are complementary, and what is required by any one shall be as binding as if required by all.

The following documents all form part of the Contract:

- Instructions to Bidders
- Supplementary Conditions
- General Conditions
- Bid Form
- Specifications with Appendices and Addenda

- Schedules
  - Drawings
  - Award Letter
  - Purchase Order
- .4 In the event of conflict between documents, the following priorities shall apply:
- Documents of later date shall govern;
  - Supplementary Conditions shall govern over General Conditions;
  - General Conditions shall govern over Specifications;
  - Specifications shall govern over Drawings;
  - Figured dimensions shown on the Drawings shall govern even though they may differ from scaled dimensions.
  - Drawings of larger scale shall govern over those of smaller scale of the same date.

### 1.3 Performance Security

- .1 Provide performance security in favour of the Owner in order to secure the due and faithful performance of the contract. Such performance security will be as follows:
- .1 A Performance Bond issued by a Surety Company acceptable to the Owner in an amount equal to 50% of the Contract Price including tax.
  - .2 If the Contract Price including tax is less than \$1,000,000, the following alternate forms of security are acceptable:
    - .1 an irrevocable letter of credit, bank draft, or certified cheque; or
    - .2 bearer or negotiable bonds of Dominion of Canada, Province of Ontario, or the Ontario Hydro Electric Power Commission (bonds to be assessed at market not face value); or
    - .3 such other collateral, excluding a letter of guarantee, as may be acceptable to the Owner; in each case, the bond alternative forms of security must be equivalent to **20%** of the Contract Price.
  - .3 For contracts under \$100,000 in value, the alternate forms of security are reduced to 10% of the contract amount.
- .2 If the Contractor fails to meet these requirements within the time stipulated by the award letter, the Owner retains the right to terminate the contract and use the bid security towards damages.
- .3 Where security is in the form of a Performance Bond, the document will be retained by the Owner for a period of two (2) years from the date of substantial completion, after which it will be returned to the Contractor.
- .4 Where alternate security is provided, it will be returned to the Contractor (90) days after completion of the work and correction of all deficiencies.
- .5 Where deficiencies involve seasonal work which must be postponed, sufficient funds will be retained from the contract amount to cover the cost of completing such deficiencies and the Performance Security returned to the Contractor. Where contract funds are not available, the Performance Security may be reduced to the amount required to cover the correction of the deficiencies and the balance of the security returned to the Contractor.
-

#### **1.4 Insurance**

- .1 Contractor must keep in force for the duration of the contract Public Liability and Property Damage Insurance in an amount not less than \$2,000,000. Without limiting the foregoing, such Insurance Coverage shall include Comprehensive General Liability; Contractual Liability; Personal Injury; and Contingent Liability with respect to Sub-Contractors. Submit proof of same in the form of an Insurance Certificate which lists Kingston & Frontenac Housing Corporation as an additional insured but only with respect to the operations of the named insured. Such Insurance Certificate must contain a firm undertaking to give the Owner thirty (30) days notice prior to any cancellation.
- .2 If the Contractor fails to meet the requirements of this item within the time stipulated by the award letter, the Owner retains the right to terminate the contract and use the Bid Security toward damages.

#### **1.5 Workplace Safety & Insurance Board (WSIB)**

- .1 Contractor will submit, evidence of compliance with all of the requirements of the Workplace Safety & Insurance Board (WSIB) of Ontario, including payments due thereunder. Such evidence must be furnished to the Owner before final payment is made.

#### **1.6 Assignment of Contract or Proceeds of Contract**

- .1 Contractor acknowledges that neither the Contract nor the proceeds thereof, may be assigned without the written consent of the Owner.

#### **1.7 Taking The Work Out of The Contractors Hands**

- .1 The Owner may, without any authorization, take all or part of the work out of the Contractors hands and may employ such means as it may see fit to complete the work, including the use of Performance Security when applicable, in any of the following cases, namely:
  - .1 where the Contractor has made default or has delayed in commencing or in diligently executing the work or any portion thereof to the satisfaction of the person designated on the Purchase Order, and the Owner has given notice thereof to the Contractor, and has by such notice required the Contractor to put an end to such default or delay, and such default or delay continues for seven (7) days after such notice was communicated.
  - .2 where the Contractor has made default in the completion of the work, or any portion thereof, within the time limit for such completion by the Contract.
  - .3 where the Contractor has become insolvent.
  - .4 where the Contractor has committed an act of bankruptcy.
  - .5 where the Contractor has abandoned the work.
  - .6 where the Contractor has made an assignment of the Contract without the

required consent of the Owner; or

- .7 where the Contractor has otherwise failed to observe or perform any of the provisions of the Contract.
- .2 Where the work or any portion thereof has been taken out of the Contractor's hands, the Contractor will not be entitled to any further payment, including payments then due and payable but not paid, and the obligation of the Owner to make payments shall be at an end, and the Contractor shall be liable upon demand therefore to pay the Owner an amount equal to all loss and damage suffered by reason of the non-completion of the work by the Contractor.
- .3 Where the work or any portion thereof has been taken out of the Contractor's hands and that portion is subsequently completed by the Surety, or by the Owner, the Owner will determine the amount, if any, of the holdback and progress claims of the Contractor unpaid at the time of taking the work out of his hands that in the Owners opinion is not required for the purposes of the Contract and the Owner may, if it is of the opinion that no financial prejudice will result, pay that amount to the Contractor.
- .4 The taking of the work, or any portion thereof, out of the Contractor's hands does not operate so as to relieve or discharge the Contractor from any obligations under the Contract or imposed upon him by law, except the obligation to complete the physical execution of that portion of work so taken out of his hands.

## 1.8 Indemnification Claims

- .1 Contractor will indemnify and save harmless the Owner from all claims relating to labour and materials furnished or supplied in executing the Contract and from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor in performing the Contract, or to an infringement or an alleged infringement by the Contractor of a patent of invention.

## 1.9 Sub-contractors

- .1 On request, the Contractor will provide a complete and firm list of names and addresses of the sub-Contractors whom he will use for the work.
  - .2 Contractor agrees to:
    - .1 require his sub-contractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and;
    - .2 be fully responsible to the Owner for acts and omissions of his subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him. The Contractor therefore agrees that he will incorporate all the terms and conditions of the Contract Documents into all sub-contract agreements.
    - .3 nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the Owner.
-

### 1.10 The Residential Tenancy Act

- .1 In accordance with the Residential Tenancy Act, access to premises of residents may only be gained by permission of the resident, or as necessary, upon the landlord giving notice to the resident specifying the time of entry not less than twenty-four (24) hours prior to the time of entry.
- .2 Contractor must schedule his work accordingly and shall advise Kingston & Frontenac Housing Corporation not less than seventy-two (72) hours in advance of requested access to any residents premises.

### 1.11 Laws, Notices, Permits and Fees

- .1 The laws of the municipality where the project is situated shall apply to the work.
- .2 Contractor will obtain all permits, licences and certificates and pay all fees required for the performance of the work.
- .3 The Owner will obtain and pay for **BUILDING PERMITS** when required.
- .4 Contractor will not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to any of the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender submission, any resulting change in the cost shall constitute a corresponding change in the Contract Price. Contractor must notify the Owner in writing requesting direction immediately on any such variance or change.
- .5 If the Contractor fails to notify the Owner in writing and obtain its direction as required above and performs any work knowing it to be contrary to any laws, by-laws, ordinances, rules, regulations, codes and orders of any authority having jurisdiction, he shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages attributable to his failure to comply with the provisions of such laws, by-laws, ordinances, rules, regulations, codes and orders.

### 1.12 Ontario Labour Conditions and Regulations

- .1 Persons employed on the work must be fully qualified to perform the work required. The Contractor will comply with the provisions of the Government Contracts Hours and Wages Act, the Construction Lien Act, (1983) including all subsequent updates, and the Ontario Health and Safety Act & Regulations for Construction Project.
- .2 The Contractor shall comply with Ontario Regulation 644/88 including all subsequent updates - Workplace Hazardous Materials Information System (WHMIS) wherever and whenever controlled products are used within the scope and duration of this Contract.

### 1.13 Toxic and Hazardous Substances

- .1 Prior to the Contractor commencing the Work, the Owner shall
  - .1 take all reasonable steps to establish whether or not any toxic or hazardous substances are present at the Place of the Work, and
  - .2 provide the Contractor with written report indicating all toxic or hazardous substances of such findings.
- .2 If the Contractor
  - .1 encounter toxic or hazardous substances at the Place of the Work, or
  - .2 has reasonable grounds to believe that toxic or hazardous substances are present at the place of the Work, the Contractor shall.
  - .3 take all reasonable steps, including stopping the Work to ensure that no person suffers injury, sickness or death and that no property is injured or destroyed as a result of exposure to the presence of the substances, and
  - .4 immediately report the circumstance to the Owner in writing".

### 1.13 Approved Alternatives

- .1 Bid submissions that do not adhere to the drawings/specifications, except where an "approved alternative" is substituted, will be disqualified.
- .2 Whenever an article, material or equipment is called for by a specific manufacturer or vendor, the term "or Approved Alternative" if not suffixed, is implied. The specific article, material or equipment mentioned is to be understood as indicating the type, function, minimum standard of design, efficiency compatibility and quality desired, and not to be construed in such a manner as to exclude comparable products of other manufacturers.
- .3 An "Approved Alternative" is any article, material or equipment that a bidder wishes to substitute in his bid and which has been approved by the Owner before the contract award.

### 1.15 Award Letter and Purchase Order

- .1 The Owner will issue an AWARD LETTER which shall be acceptance of the Bid and award of the Contract to the Contractor. Award letter will describe information required by the Owner namely Performance Security and Insurance Certificate.
- .2 Upon receipt of the above, a Purchase Order will be raised.

### 1.16 Completion Date

- .1 The Contractor will complete the work within the time specified in the Purchase Order.
- .2 TIME IS OF THE ESSENCE OF THE CONTRACT.

**End of Section**

---



## 1.1 Payment and Holdbacks

- .1 For the purpose of the Construction Lien Act, 1983, the Payment Certifier shall be the Owner, or any person the Owner may designate from time to time as required by the Construction Lien Act, 1983, who shall:
  - .1 determine and certify substantial performance; and
  - .2 determine completion.
- .2 The Owner will make payments to the Contractor as follows:
  - .1 90% of the invoiced amount submitted by the Contractor to the Owner prior to substantial performance and not more frequently than monthly for completed portions of the work and services performed to the satisfaction of the Payment Certifier.
  - .2 10% of the amounts invoiced prior to substantial performance and held back pursuant to the Construction Lien Act, 1983, within a reasonable time after the expiration of the applicable lien period following the date of publication of the Certificate of Substantial Performance if there are no claims outstanding pursuant to the Construction Lien Act, 1983, and the work and services performed are to the satisfaction of the Payment Certifier.
  - .3 Any further amount due under this Contract upon completion of the Contract to the satisfaction of the Payment Certifier, subject to any holdback for deficiencies and as required by the Construction Lien Act, 1983.
  - .4 The Contractor shall, where applicable, obtain an inspection certificate for any installation which is part of the Work from the Federal, Provincial or Municipal Corporation responsible for the issuance thereof and the Contractor shall obtain and deliver such certification to the Owner before receiving final payment.

## 1.2 Applications for Payment

- .1 Applications for payment on account may be made MONTHLY as the work progresses and submitted to the Kingston & Frontenac Housing Corporation.
- .2 Before tax totals, all applicable taxes and totals must be shown separately on all invoices.

## 1.3 Evidence of Publication

- .1 Upon completion of the work, the Payment Certifier will issue a Certificate of Substantial Performance. Contractor must then provide the Owner with evidence acceptable to it of publication. Holdback will be released on the 46th day from date of publication.

**1.4 No Additional Payment for Increased Costs**

- .1 The amount payable to the Contractor under the Contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant equipment, labour, materials or wage rates.

**1.5 Warranty**

- .1 Warrant this work covering both labour and material for a period of one year (except where noted otherwise) from the date of completion to the satisfaction of the Owner. Extend the warranty on replaced parts and workmanship for a period of one year from the date of acceptance of the replacement parts and/or workmanship.
- .2 This warranty is not to limit extended warranties on any items of equipment or material called for elsewhere in the specifications.

**1.6 Deductions for Uncorrected Work**

- .1 If in the opinion of the Payment Certifier, it is not expedient to correct defective work, or for work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the work as done and that called for by the Contract.

**End of Section**

## 1.0 **GENERAL**

### 1.1 **WORK INCLUDED**

- .1 Furnish all labour, materials and equipment necessary for the complete supply, surface preparation, drywall repairs, and application of primer and paint to all common area hallways, stairwells, and common rooms located at 123 Van Order, 125 Van Order, and 381 Bagot Street in Kingston, Ontario.
- .2 The work of this section shall include, but shall not necessarily be limited to the following:
  - .1 Complete all minor drywall repairs to walls within the the three building listed for the common area hallways, stairwells, common meeting rooms and garbage rooms, in preparation for paint.
  - .2 Painting of all walls, apartment and utility doors, frames, trims, Stucco and drywall ceilings. All trim and doors to be one colour, all hallways and stairwells, common meeting areas and garbage rooms to be one colour, and all drywall ceiling to be flat white.
  - .3 All coating systems materials, including primers, and other applied materials used as prime, intermediate or finish coats.
  - .4 Removall only of all baseboards in all areas to be painted. To be reinstalled by others.

### 1.2 **REFERENCE STANDARDS (Most recent version unless noted otherwise)**

- .1 Canadian General Standards Board (CGSB)
  - .1 CAN/CGSB-1.119, Primer-Sealer, Wall, Interior Latex Type.
  - .2 CAN/CGSB-1.165, Cold Curing Epoxy Primer.
  - .3 CAN/CGSB-1.195, Interior Semi gloss Latex Paint.
  - .4 CGSB 85-GP-33M, Painting Interior Plaster and Wallboard.
  - .5 CAN/CGSB-85.100, Painting.
- .2 Canadian Standards Association (CSA)
  - .1 CSA Z760, Life Cycle Assessment.
- .3 Master Painters Institute (MPI)
  - .1 MPI Architectural Painting Specification Manual, for new not previously painted or finished substrates.
  - .2 Maintenance Repainting Manual, for previously painted or finished substrates.

### 1.3 **SUBMITTALS**

- .1 All submittals shall be in accordance with Section 01 33 00 - Submittal Procedures.

- .2 Submit full records of all products used. List each product in relation to finish formula and include the following:
  - .1 Finish formula designation.
  - .2 Product type and use.
  - .3 MPI number.
  - .4 Manufacturer's product number.
  - .5 Colour numbers.
  - .6 Manufacturer's Material Safety Data Sheets (MSDS).
  - .7 Maximum VOC classification.
- .3 Submit manufacturer's application instructions for each product specified.

#### **1.4 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver all painting materials in sealed, original labeled containers bearing manufacturer's name, brand name, type of paint or coating and color designation, standard compliance, materials content as well as mixing and/or reducing and application requirements.
- .2 Store all paint materials in original labeled containers in a secure , dry, heated and well ventilated single designated area at a minimum ambient temperature of 7° C (45° F). Store materials and supplies away from heat generating devices. Only material used on this project to be stored on site.
- .3 All paint manufacturers and products shall be listed under the "Approved Products" section of the applicable MPI Manual.
- .4 Take all necessary precautionary and safety measures to prevent fire hazards and spontaneous combustion and to protect the environment from hazard spills. Materials that constitute a fire hazard (paints, solvents, drop clothes, etc.) shall be stored in suitable closed and rated containers and removed from the site on a daily basis.

#### **1.5 QUALITY ASSURANCE**

- .1 Qualifications of Applicators: The Contractor shall have a minimum of five (5) years proven satisfactory experience. The Contractor shall maintain a qualified crew of painters throughout duration of the work who shall be qualified to fully satisfy the requirements of this specification. Only qualified staff shall be engaged in painting.
- .2 Conform to the standards contained in the MPI Architectural Painting Specification Manual (for new surfaces), latest edition and MPI Maintenance Repainting Manual (for existing surfaces), latest edition.
- .3 All paint manufacturers and products used shall be listed in the Master Painters Institute "Approved Products List", latest edition.

## 1.6 ENVIRONMENTAL REQUIREMENTS

- .1 Safety: comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.
- .2 Maintain minimum substrate and ambient air temperature of 10° C (50° F) for 24 hours before, during and after paint application. No painting to be completed when relative humidity exceeds 85% or when the dew point is less than 3° C (5° F) variance between the air/surface temperature. Maintain supplemental heating and ventilation until paint has cured sufficiently.
- .3 Apply paint only in areas where dust is no longer being generated by related construction operations such that airborne particles will not affect the quality of the finished surface.
- .4 Apply paint only when surface to be painted is dry, clean, properly cured and adequately prepared.
- .5 Perform no interior painting and finishing work when the maximum moisture content of the substrate exceeds:
  - 12% for masonry and concrete.
  - 15% for wood.
  - 12% for plaster and gypsum board.
- .6 Conduct all moisture tests using a properly calibrated electronic Moisture Meter.

## 1.7 WARRANTY/GUARANTEES

- .1 Provide a one (1) year warranty in accordance with MPI requirements. Units in which the paint fails within the first 12 months will be re-painted at the contractor's expense.

## 2.0 PRODUCTS

### 2.1 MATERIALS

- .1 All materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with the MPI "Approved Product" listing and shall be from a single manufacturer for each system used.
- .2 All materials and paints shall be lead and mercury free and shall have low VOC content where possible.
- .3 Water-borne surface coatings must meet or exceed all applicable governmental and/or industrial safety and performance standards.

- .4 Water-borne surface coatings and recycled water-borne surface coatings must contain information describing proper disposal methods within their packaging.
- .5 Paint materials shall have good flowing and brushing properties and shall dry or cure free of blemishes or sags.

## **2.2 EQUIPMENT**

- .1 Painting equipment shall meet best trade standards for type of product and application.

## **2.3 MIXING AND TINTING**

- .1 Except as otherwise specified, paint shall be ready-mixed and pre-tinted. Re-mix all paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.
- .2 Strain materials thoroughly prior to application.
- .3 Materials in paste or powder form, or to be field-catalyzed, shall be field mixed in accordance with manufacturer's directions.
- .4 Thinning of materials to extent permitted by paint manufacturer will be permitted only where specified herein or upon Consultant's approval. Do not use solvent for thinning.

## **2.4 COLOURS**

- .1 Colours shall be selected by the Owner from manufacturer's full range of colours.

## **2.5 PAINT FINISHES**

Existing Surfaces: Stain Blocker, Zinsser Bulls eye 1-2-3 plus or equivalent  
Primer, Kilz, or equivalent, mildew resistant for bath and kitchen  
Paint, 100% acrylic, china white, pearly finish

## **3.0 EXECUTION**

### **3.1 GENERAL**

- .1 Perform all painting operations in accordance with MPI Painting Specifications Manual except where specified otherwise.
  - .2 Apply all paint materials in accordance with paint manufacture's written application instructions.
  - .3 Ensure all dust generating activities have been terminated and dust removed.
-

- .4 Prior to commencement of painting and finishing work, thoroughly examine and test substrates scheduled to receive coatings and report to the Owner any unsatisfactory conditions.
- .5 No painting work shall commence until all such adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the owner.

### **3.2 PREPARATION**

- .1 Remove electrical cover plates, light fixtures, surface hardware on doors, and all other surface mounted fittings and fastenings prior to undertaking any painting operations. Store for re-installation after painting is completed.

### **3.3 PROTECTION**

- .1 Protect existing building surfaces not to be painted from paint spatters, markings and other damage. Make good any damage caused by failure to provide suitable protection.
- .2 Furnish sufficient drop cloths, shields and protective equipment to prevent spray or droppings from fouling surfaces not being painted, including surfaces within the storage and preparation area.
- .3 Mask all surfaces not being painted to obtain uniform termination.
- .4 Protect items that are permanently attached such as Fire Labels on doors and frames.
- .5 Protect factory finished products and equipment.
- .6 Protect all signs and fixtures attached to the walls. Uncover and clean when painting has been completed.
- .7 Protect building occupants and the general public in and about the building.

### **3.4 CONDITION OF SUBSTRATES**

- .1 Substrates shall be sound, non-dusting, and free of grease, oil, dirt and other matter detrimental to adhesion and appearance of coatings.
- .2 Substrates shall meet all environmental requirements as specified.
- .3 Investigate substrates for problems related to proper and complete preparation of surfaces to be painted. Report all damage, elevated temperatures, elevated moisture contents, and defects, unsatisfactory or unfavourable conditions to Consultant before proceeding with work.

### **3.5 SURFACE PREPARATION OF NEW/UNFINISHED SUBSTRATES**

- .1 Prepare surfaces in accordance with the MPI Architectural Painting Specification Manual for new surfaces, latest edition.

- .2 Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.
- .3 All substrates shall be thoroughly broomed, vacuumed and wiped clean as required to produce acceptable surface. Sand lightly and dust prior to application of each coat. Use recommended type and grade of sandpaper to avoid scratching or gouging of surfaces.
- .4 Provide sufficient identification signage to all areas with wet paint.
- .5 Minimum surface preparation shall be as follows:
  - .1 Wood Generally: clean soiled surfaces, sand smooth and dust. Fill nail holes, splits, scratches, small joints and other minor imperfections with patching compound after paint prime coat or first varnish coat has been applied and dried. Apply putty with putty knife, press firmly in place, and finish flush with surface.
  - .2 Wood for Paint Finish: clean knots, pitch streaks, and sappy sections of residue and seal such areas with shellac or knot sealer before applying prime coat.
  - .3 Gypsum Board and Plaster: fill minor cracks, holes, and imperfections with tinted patching compound after prime coat has been applied and dried. Allow patching compound to dry, sand smooth and remove dust. Use minimum #150 grit sandpaper.

### **3.6 SURFACE PREPARATION OF PREVIOUSLY COATED SUBSTRATES**

- .1 Prepare existing surfaces in accordance with the MPI Maintenance Repainting Manual, Chapter 2 and 3, Section 3 – Surface Preparation, latest edition. Refer to the Repainting and Refinishing Schedule, for specified surface preparation based on Degree of Surface Deterioration (DSD).
- .2 Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

### **3.7 APPLICATION**

- .1 Perform painting in accordance with the MPI Architectural Painting Specification Manual for new surfaces and/ or MPI Maintenance Repainting Manual for existing surfaces, latest edition.
- .2 Method of paint application shall be roll-on, sufficient to fill all voids in existing surfaces and provide uniform appearance.
- .3 Apply primer of approved paint to exposed surfaces.
- .4 Apply each coat of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas.
- .5 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.



- .6 Sand and dust between each coat to provide an anchor for next coat and to remove visible defects.
- .7 Flammable rubbish, cotton waste, cloths and material, which may constitute a fire hazard, shall be placed in closed metal containers and removed daily from the site.

### **3.8 FIELD QUALITY CONTROL**

- .1 All surfaces, preparation and paint applications shall be inspected by KFHC.
- .2 Painted surfaces rejected by KFHC shall be made good at the expense of the Contractor. Small affected areas may be touched up; large affected areas or areas without sufficient dry film thickness of paint shall be repainted. Runs, sags of damaged paint shall be removed by scraper or by sanding prior to application of paint.

### **3.9 PROTECTION**

- .1 Protect all newly painted interior surfaces from condensation, contamination, dust and freezing temperatures until paint coatings are completely dry. Curing periods shall exceed the manufacturer's recommended minimum time requirements.
- .2 Erect barriers or screens and post signs to warn, limit or defect traffic away or around work area as required.

### **3.10 TOUCH-UP AND CLEANING**

- .1 Clean and re-install all items that were removed before undertaking painting operations.
- .2 Remove protective coverings and warning signs as soon as practical after operations cease.
- .3 Remove paint splashing's on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.
- .4 Repair, touch-up and refinish damaged work caused by painting operations. Refinish entire wall or area where deemed necessary by the owner.
- .5 Place cotton waste, cloths and other material that may constitute a fire hazard in metal containers and remove from site daily.
- .6 Restore areas used for storage, cleaning, mixing and handling of paint to pre-construction condition.

**END OF SECTION**

---



## **PART 1 - GENERAL**

### **1.1 Scope**

- .1 The following have been confirmed as containing asbestos:  
See Appendix B  
Removal shall be undertaken by persons qualified in remediation and in accordance with Ontario Regulation 278/05 as may be necessary in order to complete the work as specified.

Areas found to may contain asbestos in the following buildings.

1. 123 Van Order - Stucco ceiling finish & floor tiles
2. 125 Van Order - Drywall joint compound & floor tiles
3. 381 Bagot - Floor tiles

### **1.2 Reference Standards**

- .1 All disturbance of asbestos materials during construction or maintenance is governed by Ontario Regulation 278/05, Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations.
- .2 Do work in strict accordance with the Ontario Ministry of Environment, Construction Safety Act of Ontario, the Occupational Health and Safety Act and Regulations for Construction Projects and municipal by-laws.

### **1.3 Protection**

- .1 Contractor must ensure that all adjacent private and public properties are protected from air borne particulates resulting from this work.
- .2 Install protective fences, barricades & signs as required.
- .3 Keep noise, dust, and inconvenience to occupants to minimum.
- .4 Protect building systems, services and equipment.
- .5 Provide temporary dust screens, covers, railings, supports and other protection as required.

### **1.4 Disposal**

- .1 Arrange to remove all debris from the job site at the end of each working day.
- .2 Do not stockpile nor use the waste facilities of the Housing Corporation.
- .3 Asbestos-containing waste must be packaged, labelled, transported and disposed of in accordance with the requirements of the Ontario Ministry of Environment

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

---

### **PART 3 - EXECUTION**

#### **3.1 Demolition**

- .1 Asbestos-containing material to be demolished or may be in close proximity to work area is limited to the following: (This is not a scope of work)  
See Appendix B

#### **3.2 Inspection**

- .1 Arrange for an inspection by Contract Supervisor of sub-surfaces after demolition but before new work begins.
- .2 Do not proceed with other work until approval is given by the Contract Supervisor.

#### **3.3 Clean-Up**

- .1 Leave the site in a clean and safe condition at the end of each working day.

**End of Section**

---

**APPENDIX B**

NOTE:

- (1) Reference must be from persons or companies for whom you have performed work within the last twenty-four (24) months. Also reference must be for work of the same nature as that called for in the contract.
- (2) If you have performed work for Kingston & Frontenac Housing Corporation within the past forty-eight months please use them as one of your references. Failure to do so may be cause for disqualification.

1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

3. BANK REFERENCE  
Name of Branch: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature