

**Part 1 General**

**1.1 ORDER OF PRECEDENCE**

- .1 In the event of a conflict, the contractor will endeavour to obtain clarification from the Owner in an appropriate fashion prior to submitting their bid.

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- .1 Work of this Contract comprises of the supply of all labour, materials, equipment, taxes, fees and incidentals, except as may be specifically specified herein, to complete the work as identified in the Specifications.
- .2 The work shall consist of, but is not limited to, the following:
  - .1 Installation of fall arrest systems including four (4) specified vertical lifeline systems on all fixed access ladders, four (4) D-ring anchors at disconnection areas of all Vertical Lifeline Systems, three (3) 2-piece entry/exit gates on the standpipe landings, grip tape on all ladder rungs, one (1) 2-piece entry/exit gates at the valve pit entrance, and one (1) guardrail at the valve pit entrance for the Kenora Zone 2 Standpipe.
  - .2 Removal and repair all physically apparent corrosion and coating failure on the tank and accessories exterior. There is an estimated 78 square meters of corrosion and coating failures on the exterior of the Kenora Zone 2 Standpipe. Recoat prepared surface areas with specified NSF-61 coating products as specified.
  - .3 Other works as specified.
  - .4 All incidental work required to produce the intended product as specified in existing safety assessment reports and as described in the specifications.
- .3 The Owner reserves the right to delete items from the tendered work, prior to contract award, if the tender prices exceed the project budget.

**1.3 SCOPE OF WORK - PROVISIONAL ITEMS**

- .1 The Owner reserves the right to remove Provisional Items listed in the bid form if the total bid price exceeds the available project budget.
- .2 The Provisional Items would be removed from the scope of work at the lump sum prices shown.

**1.4 HOURS OF WORK**

- .1 Perform Work in conformity with all municipal bylaws with respect to noise control, hours of work, night work and holiday work.
- .2 Obtain written permission of Owner before undertaking holiday work or night work.
- .3 Work hours to be non-disruptive to nearby campsites during peak occupancy of campground.

**1.5 CONTRACTOR USE OF PREMISES**

- .1 Ascertain boundaries of Site within which work must be confined.

- .2 Obtain written authorization from Owner to enter private lands which are the subject of easements or rights-of-way obtained by Owner.
- .3 Ascertain and abide by conditions pertaining to use of easements or rights-of-way.
- .4 Assume full responsibility for protection and safekeeping of products under this Contract.
- .5 Obtain and pay for use of additional storage, access or work areas needed for operations under this Contract.
- .6 Coordinate use of premises under direction of Owner.

**1.6 SCAFFOLDING**

- .1 Scaffolding in accordance with CAN/CSA-S269.2.

**1.7 HOISTING**

- .1 Hoists and cranes to be operated by qualified operator.

**1.8 CONSTRUCTION PARKING**

- .1 Parking will be permitted on site as designated by Owner.
- .2 Provide and maintain adequate access to project site.

**1.9 SECURITY**

- .1 Contractor is responsible for securing the premises at the end of each workday.

**1.10 ALTERATIONS, ADDITIONS OR REPAIRS TO EXISTING STRUCTURES**

- .1 Execute work with least possible interference or disturbance to building operations and normal use of premises. Arrange with Owner to facilitate execution of work.
- .2 All work and revisions shall restore exterior to original or better condition.

**1.11 EXISTING SERVICES**

- .1 Notify Owner and utility companies of intended interruption of services and obtain required permission.
- .2 Where Work involves breaking into or connecting to existing services, give the Owner 48 hours' notice for necessary interruption of mechanical or electrical service throughout course of work. Minimize duration of interruptions. Carry out work at times as directed by governing authorities with minimum disturbance to pedestrian, vehicular traffic, and tenant operations.
- .3 Provide alternative routes for personnel, pedestrian and vehicular traffic.
- .4 Establish location and extent of service lines in area of work before starting Work. Notify Owner of findings.

- .5 Submit schedule to and obtain approval from Owner for any shut-down or closure of active service or facility including power and communications services. Adhere to approved schedule and provide notice to affected parties.
- .6 Provide temporary services to maintain critical building and tenant systems.
- .7 Where unknown services are encountered, immediately advise Owner and confirm findings in writing.
- .8 Protect, relocate or maintain existing active services. When inactive services are encountered, cap off in manner approved by authorities having jurisdiction.
- .9 Record locations of maintained, re-routed and abandoned service lines.

#### **1.12 DOCUMENTS REQUIRED**

- .1 Maintain at job site, one copy each document as follows:
  - .1 Contract Drawings
  - .2 Specifications
  - .3 Addenda
  - .4 Reviewed Shop Drawings
  - .5 List of Outstanding Shop Drawings
  - .6 Change Orders
  - .7 Other Modifications to Contract
  - .8 Field Test Reports
  - .9 Copy of Approved Work Schedule
  - .10 Health and Safety Plan and Other Safety Related Documents
  - .11 Other documents as specified

#### **1.13 DRAWINGS AND SPECIFICATIONS FURNISHED**

- .1 Owner Responsibilities:
  - .1 Provide up to five (5) copies of drawings and specifications to Contractor.
- .2 Contractor Responsibilities:
  - .1 Maintain at Site one complete set of drawings and specifications. Make available to Owner at any time.

#### **1.14 SUPPLEMENTARY DRAWINGS**

- .1 Owner may furnish supplementary drawings to assist proper execution of work. Such drawings will be issued for clarification only and will have same meaning and intent as if included with plans referred to in Contract Documents.

**END OF SECTION**

**Part 1 General**

**1.1 REFERENCES**

- .1 The General Conditions of the Contract and the other General Requirements of Division 1 attached hereto shall apply to and be part of this Section.

**1.2 ITEMS COVERED BY CONTRACT PRICES**

- .1 In addition to covering the cost of the various items of work for which the Contract Prices shall be held to cover, the Contract Lump Sum Prices shall cover the cost of furnishing all materials, plant, tools, equipment, labour, services, transportation, taxes, and incidentals necessary for the doing of all things essential in executing the work required of the Contractor under the terms of the Contract, and Specifications, and the observing, performing and keeping of all the terms, covenants and conditions of the Contract, all of which shall be observed, performed and kept by the Contractor.
- .2 Any item of work not specifically listed under Contract Lump Sum Prices shall be considered incidental to such other items as are listed.

**1.3 MEASUREMENT**

- .1 There shall be no measurement of quantity for purposes of payment under this Contract.

**1.4 PAYMENT**

- .1 Payment for work performed under the various Divisions (1 through 46 inclusive as applicable) of the Contract, shall be made at the respective Lump Sum Price breakdown for that Division.

**1.5 GENERAL REQUIREMENTS**

- .1 **METHOD OF MEASUREMENT: GENERAL REQUIREMENTS** shall be based on the percentage (%) complete of the Contract Lump Sum Price.
- .2 **BASIS OF PAYMENT - Payment for GENERAL REQUIREMENTS** shall be paid for at the Contract Lump Sum Price.
  - .1 Lump sum price shall not exceed 10% of the total bid.
  - .2 50% of the lump sum price shall be paid upon completion of mobilization
  - .3 The remaining 50% shall be invoiced in equal monthly amounts from second payment through to the Substantial Performance Date provided.
- .3 Price includes labour, equipment and materials, and work incidental to permits; insurance; mobilization; demobilization; temporary signage; temporary fencing; traffic control; and other work required for administering up the Work.

**1.6 VERTICAL LIFELINES**

- .1 **METHOD OF MEASUREMENT - VERTICAL LIFELINES** shall be based on the percentage (%) complete of the Contract Lump Sum Price.



- .2 BASIS OF PAYMENT - Payment for “VERTICAL LIFELINES” shall include work related to the supply, installation, commissioning of the vertical lifeline systems at each standpipe. All other related material and work shall be considered incidental thereto.

**1.7 COATING REPAIRS**

- .1 METHOD OF MEASUREMENT – “COATING REPAIRS” shall be based on the percentage (%) complete of the Contract Lump Sum Price.
- .2 BASIS OF PAYMENT - Payment for “COATING REPAIRS” shall include work related to the supply, surface preparation, and recoating of the standpipe. All other related material and work shall be considered incidental thereto.

**1.8 D-RING ANCHORS**

- .1 METHOD OF MEASUREMENT – “D-RING ANCHORS” shall be based on the percentage (%) complete of the Contract Lump Sum Price.
- .2 BASIS OF PAYMENT - Payment for “D-RING ANCHORS” shall include work related to the supply, and installation of the anchors onto the standpipe at each vertical lifeline location. All other related material and work shall be considered incidental thereto.

**1.9 GUARDRAILS & EXIT/ENTRY GATES**

- .1 METHOD OF MEASUREMENT – “GUARDRAILS & EXIT/ENTRY GATES” shall be based on the percentage (%) complete of the Contract Lump Sum Price.
- .2 BASIS OF PAYMENT - Payment for “GUARDRAILS & EXIT/ENTRY GATES” shall include work related to the supply, and installation of guards on landing platforms. All other related material and work shall be considered incidental thereto.

**1.10 EXTRA WORK**

- .1 Payment for work classified as Extra Work shall be in accordance with the provisions of MWSB General Conditions Section 5 “Changes in Work”. Only the work approved by the Owner during the progress of the work shall be included for payment under this item or work.

**1.11 PROGRESS PAYMENTS**

- .1 The Engineer will issue to the Owner, no later than 10 days after receipt of an application for payment, certificate for payment in amount applied for or in such other amount as the Engineer determines to be due. If the Engineer amends the application, the Engineer will give notification in writing giving reasons for amendment.

**END OF SECTION**

**Part 1            General**

**1.1                RELATED REQUIREMENTS**

- .1      Construction schedule
- .2      Shop drawings and product data
- .3      Samples
- .4      Operating and maintenance manuals
- .5      Record drawings
- .6      Progress photographs
- .7      Certificates

**1.2                ADMINISTRATIVE**

- .1      Provide to Owner for review the submittals specified. Submit with reasonable promptness and in an orderly sequence so as to not cause delay in the Work. Failure to submit in ample time is not considered sufficient reason for an extension of Contract Time and no claim for extension by reason of such default will be allowed.
- .2      All submissions must be in metric units. Where data is in imperial units, the correct metric equivalent shall also be shown on all submissions for Owner review.
- .3      At Owner's request, prepare and submit schedule fixing the dates for submission and return of shop drawings, product data or samples.
- .4      Do not proceed with Work affected by the submittal until review is complete.
- .5      Review submittals prior to submission to Owner. This review represents that necessary requirements have been determined and verified, or will be, and that each submittal has been checked and coordinated with the requirements of the Work and the Contract Documents. Submittals not stamped, signed, dated and identified as to the specific project will be returned without being examined and shall be considered rejected.
- .6      Notify Owner, in writing at time of submission, identifying deviations from requirements of Contract Documents and stating reasons for deviation.
- .7      Verify that field measurements and affected adjacent Work are coordinated.
- .8      Contractor's responsibility for errors and omissions in submission is not relieved by Owner review of submittals.
- .9      Contractor's responsibility for deviations in submission from requirements of Contract Documents is not relieved by Owner review.
- .10     Keep one reviewed copy of each submission on Site.

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**1.3 WORK PLANS**

- .1 Provide Work Plans for each key activity, as requested by Owner, to show construction methods. Relate Work Plan to activities shown on Construction Schedule.

**1.4 SHOP DRAWINGS AND PRODUCT DATA**

- .1 Indicate materials, methods of construction and attachment or anchorage, erection diagrams, connections, wiring diagrams, panel layouts with bills of material, explanatory notes and other information necessary for completion of Work. Where articles or equipment attach or connect to other articles or equipment, indicate that such items have been coordinated, regardless of the Section under which the adjacent items will be supplied and installed. Indicate cross references to design drawings and specifications.
- .2 Adjustments made on shop drawings by Owner are not intended to change the Contract Amount. If adjustments affect the value of Work, state such in writing to Owner prior to proceeding with Work.
- .3 Make such changes in shop drawings as Owner may require, consistent with Contract Documents. When resubmitting, notify Owner in writing of any revisions other than those requested.
- .4 Submissions shall include:
  - .1 Date and revision dates.
  - .2 Project title and number.
  - .3 Name and address of:
    - .1 Subcontractor.
    - .2 Supplier.
    - .3 Manufacturer.
  - .4 Apply shop drawing stamp, signed by Contractor's authorized representative certifying approval of submissions, verification of field measurements and compliance with Contract Documents.
  - .5 Details of appropriate portions of Work as applicable:
    - .1 Fabrication.
    - .2 Layout, showing dimensions, including identified field dimensions, and clearances.
    - .3 Setting or erection and connection details.
    - .4 Capacities.
    - .5 Performance characteristics.
    - .6 Standards.
    - .7 Operating weight.
    - .8 Relationship to adjacent work.
- .5 Submittals will be returned with one or more of the following notations. Take action as noted:
  - .1 "REVIEWED" - Make and distribute additional copies as required for execution of Work.

- .2 "REVISE & RESUBMIT" - Make the necessary revisions and resubmit revised drawings for review. Show the drawing number of the first such revised drawing and show the latest revision number applicable to the drawing by adding a suffix to the drawing number as - "REV. 1", "REV. 2", etc.
- .3 "NOT REVIEWED" - This notation indicates when Owner has not reviewed the drawing. It may also be used in combination with the notation to revise and resubmit the drawing where Owner lacks sufficient information to complete the review and requires resubmitting the drawing for review after revision.
- .4 Drawings will be marked "REVIEWED" together with the notation to "REVISE & RESUBMIT" when Owner requires Contractor to resubmit a revised drawing showing corrections made as a result of Owner's notations on the shop drawings. This procedure will not relieve Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of Contract.
- .6 Use only those shop drawings on the work that bear the "REVIEWED" notation.
- .7 Do not revise shop drawings marked "REVIEWED" unless resubmitted to Owner for further review.
- .8 Where more than one type of shop drawing has been specified for one item, e.g., wiring diagrams, layout details, and dimensional drawings, the shop drawings shall be submitted together, to enable Owner to review the drawings as a package.
- .9 Catalogue pages or drawings applicable to an entire family or range of equipment will not be accepted as shop drawings unless they are clearly marked to show the pertinent data for the particular materials.
- .10 Manufacturers' catalogues, manuals, or price lists will not be accepted as shop drawings. Such materials may be used as supplemental information to the shop drawings.
- .11 Indicate the tag number of instruments and valves and clearly show the features and details applicable to the equipment being supplied.
- .12 Determine which shop drawings have, in addition to those drawings specifically mentioned in the Contract, design elements requiring the seal of a Professional Owner registered in the Province or Territory where the work is located, in accordance with the applicable provincial or federal acts or other governing legislation. Seal such drawings before submitting them for review. Submit for review calculations signed by the registered Professional Owner responsible for the shop drawing design elements.
- .13 Owner may deduct, from payments due to Contractor, costs of additional work incurred if correct shop drawings are not submitted after one review by Owner.
- .14 Review by Owner is for the sole purpose of ascertaining conformance with the general design concept. This review does not mean that Owner approves the detail design inherent in the shop drawings, responsibility for which remains with Contractor, and such review does not relieve Contractor of the responsibility for errors or omissions in the shop drawings or of the responsibility for meeting all requirements of the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job-site, for information that pertains solely to fabrication processes or to techniques of construction and installation and for coordination of the work of all sub-trades.

- .15 Shop drawings for the following structural components shall bear the seal of a registered engineer of Ontario:
  - .1 Shoring
  - .2 Structural steel/aluminum
  - .3 Structural connection details
  - .4 Concrete formwork and falsework as required by Owner.
  - .5 Pre-Engineered Building Components.

**1.5 RECORD DRAWINGS**

- .1 Submit record drawings to Owner, per Section 01 78 00, upon completion of Work and prior to final inspection.

**END OF SECTION**

**Part 1            General**

**1.1                SCOPE**

- .1        This section refers to the disinfection, hydrostatic and pressure testing of all water retaining structures and piping (new and existing).
- .2        All work in this section shall be witnessed by the Owner.
- .3        All new water retaining or carrying pipes and surge tanks shall be tested for leakage.
- .4        Disinfect any equipment in contact with potable water.
- .5        Disinfect and clean the existing potable water storage prior to putting the standpipe back in service.
- .6        All testing and disinfection shall be as specified herein or elsewhere in these specifications or as directed by the Owner.
- .7        The Contractor shall furnish the disinfecting chemicals, suitable temporary service connections, testing plugs or caps, pressure pumps, pipe connections, gauges, thrust supports, and all other required equipment and labour necessary for filling the structure, expelling air, and dewatering the structure without additional compensation.
- .8        Coordinate with local utility personnel during testing and disinfection.

**1.2                SUBMITTALS**

- .1        Testing Plan
  - .1        Four weeks in advance of hydrostatic testing submit hydrostatic testing plan to Owner for review.
  - .2        Testing plan to detail method of placement of testing water in each tank, method of monitoring water level and method of disposal of testing water, as well as detail on any other activities necessary for performance of the test.

**Part 2            Products**

**2.1                WATER**

- .1        All water used for the initial disinfection, hydrostatic and pressure testing shall be supplied by the Owner at no cost to the Contractor. However, all water required for retesting, following failure of their initial test, shall be supplied by the Contractor at their expense.
- .2        The Contractor shall be responsible for the supply and installation of all temporary pipework, pumps and other equipment required to transport the water from the Owner's point of supply at the existing structure or piping to be tested.

- .3 The Contractor shall provide the Owner and with at least 72 hours of notice of his requirement for water for testing.
- .4 All water used for disinfection and pressure testing to be of potable quality as defined by the latest edition of the Guidelines for Canadian Drinking Water Quality.
- .5 Provide and supply all necessary equipment for transporting, placing, monitoring and disposing of water necessary to carry out all work involved in this section.

## **2.2 CHLORINE**

- .1 Chlorine used in disinfection shall be NSF certified, either hypochlorite solution or liquid chlorine conforming to the AWWA B300 and B301 Standard - latest edition respectively.

## **Part 3 Execution**

### **3.1 CLEANING**

- .1 Prior to disinfection and/or hydrostatic or pressure testing, all water retaining structures, pipework and conduits shall be thoroughly cleaned. All dirt and loose material shall be removed.
- .2 Any substance used for cleaning the reservoir needs to be NSF approved for use with potable water and submitted to Owner for review.
- .3 Leave all systems operating with work areas clean to the satisfaction of the Owner.

### **3.2 DISINFECTION**

- .1 Combine hydrostatic testing with disinfection procedure and submit details of proposed method to the Owner.
- .2 Disinfection shall be in accordance with:
  - .1 AWWA C652, Disinfection of Water Storage Facilities.
  - .2 AWWA C653 Disinfection of Water Treatment Plants
  - .3 AWWA C651, Disinfection of Water Mains
- .3 The Contractor shall provide a means of testing the concentration of the chlorine disinfection solution.

### **3.3 BACTERIOLOGICAL ANALYSES**

- .1 After the 24-Hour disinfection period and all chlorine solution has been thoroughly flushed, the bacteriological sampling and analysis of the replacement water may then be performed.
- .2 Bacteriological sampling shall be made by the Contractor's competent person(s) in full accordance with AWWA C651- Section 7, Bacteriological Tests and under the supervision of the Owner if instructed so.

- .3 Analysis shall be performed by an independent commercial laboratory approved by the Engineer and paid for by the Contractor. All results shall be provided to the Engineer for review and records.
- .4 **Two consecutive sets** of acceptable samples, taken at least 24-Hours apart are required prior to placing the main into service. Failure of anyone of the bacteriological test samples shall require re-chlorination and retesting by the Contractor.
- .5 The work shall not be placed in service until the bacteriological requirements are met.
- .6 **Contractor shall be responsible for paying directly for tests and for the timely delivery to the laboratory.**

### 3.4 MIXING OF CHLORINE SOLUTION

- .1 Mixing of chlorine solutions shall conform to the manufacturer's instructions. Methods and procedures shall be subject to the approval of the Engineer.

### 3.5 DISPOSAL OF DISINFECTING AND TESTING WATER

- .1 Dispose of water used for spray disinfection and the initial testing of the reservoir into the surface drainage system at a rate, which will not cause hydraulic overloading. The Contractor is responsible for the necessary chemical to de-chlorinate and equipment required for pumping the test water to the drain or into an existing sewage collection system. Disposal of disinfection waters to comply with Manitoba Conservation regulations.

### 3.6 ENTRY INTO EXISTING OR PREVIOUSLY DISINFECTED POTABLE WATER STORAGE STRUCTURES

- .1 Where entry is required either into existing potable water retaining structures or piping, or into previously disinfected new structures, the Contractor shall ensure that the following measures are taken. All personnel shall wear clean, dirt free protective overalls and disinfected, clean rubber footwear. Such footwear shall be reserved solely for use within the affected areas and shall not be worn in undisinfected areas.
- .2 All tools and equipment shall be clean, grease free and spray disinfected before use. Equipment which shows evidence of fuel, oil or grease leakage shall not be used.
- .3 The immediate area surrounding the access point for the structures concerned shall be cleaned and spray disinfected prior to the start of work. All previously disinfected footwear, tools or equipment removed outside this area or the affected structures shall be re-disinfected on return.
- .4 Disinfection of footwear, tools, equipment and access area shall be by spraying with a 200 mg/L concentrated chlorine/water solution.
- .5 Workmen who show signs of illness shall not work within the affected structures or surrounding access area.



**3.7 INSTRUMENTATION PROTECTION**

- .1 All instruments that have a maximum range of less than the hydrostatic or pneumatic test pressure shall be removed or isolated during the pressure test. On successful completion of the system test, the pressure shall be lowered and re-pressured if required to a pressure within the range of the instruments, and the isolated or removed instruments shall then be tested in accordance with other sections of these specifications.

**3.8 DEFECTS AND REPAIRS**

- .1 Defects disclosed in the work shall be made good and retested or the work replaced without additional cost to the Owner.
- .2 Repairs to piping systems shall be made with new material. No caulking of screwed joints, cracks or holes will be accepted. Where it becomes necessary to replace pieces or pipe, such replacements shall be the same lengths as the defective pieces. Where repairs are required to PVC pipe, the pipe shall be replaced as far as the first detachable fitting in each direction from the defect. Under no circumstances shall a new section of pipe be installed with solvent welded couplings.
- .3 Tests shall be repeated after any work has been replaced if, in the judgement of the Engineer, it is necessary.
- .4 All pressure testing shall be done in the presence of the Owner.

**END OF SECTION**

**Part 1            General**

**1.1                PROJECT CLEANLINESS**

- .1        Maintain Work in tidy condition, free from accumulation of waste products and debris.
- .2        Remove waste materials from site at regularly scheduled times or dispose of as directed by Owner. Do not burn waste materials on site.
- .3        Clear snow and ice from access to building, bank/pile snow in designated areas only.
- .4        Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .5        Provide on-site containers for collection of waste materials and debris.
- .6        Provide and use clearly marked separate bins for recycling.
- .7        Remove waste material and debris from site and deposit in waste container at end of each working day.
- .8        Dispose of waste materials and debris at designated dumping areas on Crown property.
- .9        Clean interior areas prior to start of finish work and maintain areas free of dust and other contaminants during finishing operations.
- .10      Store volatile waste in covered metal containers and remove from premises at end of each working day.
- .11      Provide adequate ventilation during use of volatile or noxious substances. Use of building ventilation systems is not permitted for this purpose.
- .12      Use only cleaning materials recommended by manufacturer of surface to be cleaned, and as recommended by cleaning material manufacturer.
- .13      Schedule cleaning operations so that resulting dust, debris and other contaminants will not fall on wet, newly painted surfaces nor contaminate building systems.

**1.2                FINAL CLEANING**

- .1        When Work is Substantially Performed, remove surplus products, tools, construction machinery, and equipment not required for performance of remaining Work.
- .2        Remove waste products and debris other than that caused by others and leave Work clean and suitable for occupancy.
- .3        Prior to final review, remove surplus products, tools, construction machinery, and equipment.
- .4        Remove waste products and debris.

- .5 Remove waste materials from site at regularly scheduled times or dispose of as directed by Owner. Do not burn waste materials on site.
- .6 Make arrangements with and obtain permits from authorities having jurisdiction for disposal of waste and debris.
- .7 Clean and polish glass, mirrors, hardware, wall tile, stainless steel, chrome, porcelain enamel, baked enamel, plastic laminate, and mechanical and electrical fixtures. Replace broken, scratched, or disfigured glass.
- .8 Remove stains, spots, marks, and dirt from decorative work, electrical and mechanical fixtures, furniture fitments, walls, and floors.
- .9 Clean lighting reflectors, lenses, and other lighting surfaces.
- .10 Vacuum clean and dust building interiors, behind grilles, louvres, and screens.
- .11 Wax, seal, shampoo, or prepare floor finishes, as recommended by manufacturer.
- .12 Inspect finishes, fitments, and equipment and ensure specified workmanship and operation.
- .13 Broom clean and wash exterior walks, steps, and surfaces; rake clean other surfaces of grounds.
- .14 Remove dirt and other disfiguration from exterior surfaces.
- .15 Clean and sweep roofs, gutters, areaways, and sunken wells.
- .16 Sweep and wash clean paved areas.
- .17 Clean equipment and fixtures to a sanitary condition; clean or replace filters of mechanical equipment.
- .18 Clean roofs, downspouts, and drainage systems.
- .19 Remove debris and surplus materials from crawl areas and other accessible concealed spaces.
- .20 Remove snow and ice from access to building.

**1.3 ADDITIONAL CLEANING**

- .1 Upon completion of any deficiency and/or warranty work, contractor shall re-clean all areas affected by the work.

**END OF SECTION**

**Part 1            General**

**1.1                SECTION INCLUDES**

- .1            Administrative procedures preceding preliminary and final inspections of Work.

**1.2                RELATED SECTIONS**

- .1            Section 01 75 10 - Pre-Start-Up, Start-Up and Commissioning.
- .2            Section 01 78 00 - Closeout Submittals.

**1.3                INSPECTION AND DECLARATION**

- .1            Contractor's Inspection: Contractor and all Subcontractors shall conduct an inspection of Work, identify deficiencies and defects, and repair as required to conform to Contract Documents.
  - .1            Notify Owner in writing of satisfactory completion of Contractor's Inspection and that corrections have been made by providing Owner Contractor's known corrected deficiencies.
  - .2            Request Owner's Inspection.
- .2            Owner's Inspection: Owner and Contractor will perform inspection of Work to identify obvious defects or deficiencies. Contractor shall correct Work accordingly.
- .3            Completion: submit written certificate that following have been performed:
  - .1            Work has been completed and inspected for compliance with Contract Documents.
  - .2            Defects have been corrected and deficiencies have been completed.
  - .3            Equipment and systems have been tested, adjusted and balanced and are fully operational.
  - .4            Certificates required by Boiler Inspection Branch, Fire Commissioner, Utility companies have been submitted.
  - .5            Operation of systems have been demonstrated to Owner's personnel.
  - .6            Work is complete and ready for Final Inspection.
- .4            Final Inspection: when items noted above are completed, request final inspection of Work by Owner, and Contractor. If Work is deemed incomplete by Owner and, complete outstanding items and request re-inspection. Additional re-inspections costs (time, travel, accommodations, etc.) are to be paid for by the Contractor.
- .5            Declaration of Substantial Performance: when Owner and consider deficiencies and defects have been corrected and it appears requirements of Contract have been substantially performed, Contractor is to make application for certificate of Substantial Performance.
- .6            Commencement of Lien and Warranty Periods: date of Owner's acceptance of submitted declaration of Substantial Performance shall be date for commencement for warranty

period and commencement of lien period unless required otherwise by lien statute of Place of Work.

- .7 Final Payment: When Owner consider final deficiencies and defects have been corrected and it appears requirements of Contract have been totally performed, Contractor make application for final payment. If Work is deemed incomplete by Owner and, complete outstanding items and request re-inspection. Additional re-inspections costs (time, travel, accommodations, etc.) are to be paid for by the Contractor.
- .8 Payment of Holdbacks: After issuance of certificate of Substantial Performance of Work, submit an application for payment of holdback amount in accordance with General Conditions.

**Part 2 Products**

- .1 Not applicable.

**Part 3 Execution**

- .1 Not applicable.

**END OF SECTION**

**Part 1            General**

**1.1                SCOPE**

- .1     Metal guardrails, landings, handrails, and swing gates.
- .2     Access ladders, and hatches.
- .3     Vertical lifeline personal fall arrest systems, and anchorages.

**1.2                REFERENCES**

- .1     American Society for Testing and Materials (ASTM)
  - .1     ASTM A53/A53M, Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.
  - .2     ASTM A307, Specification for Carbon Steel Bolts and Studs, 60,000 PSI Tensile Strength.
- .2     Canadian General Standards Board (CGSB)
  - .1     CAN/CGSB-1.40, Anti-corrosive Structural Steel Alkyd Primer.
  - .2     CAN/CGSB-1.181, Ready-Mixed, Organic Zinc-Rich Coating.
- .3     Canadian Standards Association (CSA)
  - .1     CAN/CSA-G40.20/G40.21, General Requirements for Rolled or Welded Structural Quality Steel.
  - .2     CAN/CSA-G164, Hot Dip Galvanizing of Irregularly Shaped Articles.
  - .3     CAN/CSA-S16.1, Limit States Design of Steel Structures.
  - .4     CSA W59, Welded Steel Construction (Metal Arc Welding).

**1.3                SUBMITTALS**

- .1     Product Data:
  - .1     Submit manufacturer's printed product literature, specifications, and data sheet in accordance with Section 01 33 00 - Submittal Procedures.
  - .2     Submit two copies of WHMIS MSDS - Material Safety Data Sheets in accordance with Section 01 33 00 - Submittal Procedures. Indicate VOC's:
    - .1     For finishes, coatings, primers and paints.
- .2     Shop Drawings
  - .1     Submit shop drawings in accordance with Section 01 33 00 - Submittal Procedures.
  - .2     Indicate materials, core thicknesses, finishes, connections, joints, method of anchorage, number of anchors, supports, reinforcement, details, and accessories.

**1.4                PROTECTION**

- .1     Deliver, store, handle, and protect materials in accordance with Specifications.

- .2 Storage and Protection:
  - .1 Cover exposed steel surfaces with pressure sensitive heavy protection paper or apply strippable plastic coating, before shipping to job site.
  - .2 Leave protective covering in place until final cleaning of building. Provide instructions for removal of protective covering.

## **Part 2 Products**

### **2.1 MATERIALS**

- .1 Steel sections and plates: to CAN/CSA-G40.20/G40.21, Grade 300W.
- .2 Hollow Structural Sections and W Shapes: To CAN/CSA- G 40.20/G 40.21, Grade 350 W or ASTM A500 (345 MPa).
- .3 Steel pipe: to CSA G40.20/G40.21 Grade 350W.
- .4 Welding materials: to CSA W59.
- .5 Welding electrodes: to CSA W48 Series.
- .6 Bolts and anchor bolts: to ASTM A307.
- .7 Aluminum Checker Plate: To CSA S157, Latest Edition.
- .8 Grout: non-shrink, non-metallic, flowable, 30 MPa at 24 hours.
- .9 Grating to ANSI/NAAMM A202.1, welded, type 30-102, 25 x 3.2 B.B. All openings shall be banded. Hot dip galvanized after fabrication.
- .10 Bolts and Nuts: to ASTM A307 galvanized, connection bolts for aluminum to conform to ASTM A2024-T4, or use stainless steel bolts. For stainless steel, use stainless steel bolts.

### **2.2 FABRICATION**

- .1 Fabricate work square, true, straight, and accurate to required size, with joints closely fitted and properly secured.
- .2 Use self-tapping shake-proof flat headed screws on items requiring assembly by screws or as indicated.
- .3 Where possible, fit and shop assemble work, ready for erection.
- .4 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush.

### **2.3 FINISHES**

- .1 Galvanizing: hot dipped galvanizing with zinc coating 600 g/m<sup>2</sup> to CAN/CSA-G164.
- .2 Shop coat primer: to CAN/CGSB-1.40.

.3 Zinc primer: zinc rich, ready mix to CAN/CGSB-1.181.

.4 Bituminous paint: to CAN/CGSB-1.108.

## **2.4 ISOLATION COATING**

.1 Isolate aluminum from following components, by means of bituminous paint:

.1 Dissimilar metals except stainless steel, zinc, or white bronze of small area.

.2 Concrete, mortar, and masonry.

.3 Wood.

## **2.5 SHOP PAINTING**

.1 Apply one shop coat of primer to metal items, with exception of galvanized or concrete encased items.

.2 Use primer unadulterated, as prepared by manufacturer. Paint on dry surfaces, free from rust, scale, grease. Do not paint when temperature is lower than 7°C.

.3 Clean surfaces to be field welded; do not paint.

## **2.6 PIPE RAILINGS**

.1 Steel pipe: 50 mm nominal outside diameter, formed to shapes and sizes as indicated.

.2 Galvanize exterior pipe railings after fabrication. Shop coat prime interior railings after fabrication.

## **2.7 ACCESS COVERS AND FRAMES**

.1 Fabricate from raised pattern plate, thickness as indicated set in aluminum frame. Include anchors as indicated for embedding in concrete.

## **2.8 STEEL GUARDRAIL SYSTEM**

.1 Permanent Mounting: prefabricated base component complete with anchors to suit installation conditions in accordance with accepted shop drawings.

.2 Non-Penetrating Anchorage for Rooftop or Freestanding Installation: weighted base mounting plate with non-abrasive non-slip resilient pad, with integral receivers to secure and fasten posts.

.3 Exposed Fasteners: flush countersunk screws or bolts; consistent with design of railing.

.4 Steel pipe: 42 mm nominal outside diameter, formed to shapes and sizes as indicated.

.5 Galvanize exterior pipe railings after fabrication. Shop coat prime after fabrication.

## **2.9 FALL ARREST DAVIT SLEEVE**

.1 Pre-manufactured davit sleeve to match fall arrest system.



- .2 Located at all man-access hatches.
- .3 Acceptable Standard:
  - .1 3M DBI-SALA Flush Mount Cast in Place Sleeve

## **2.10 FIXED ACCESS LADDERS**

- .1 All ladders to be sealed by Engineer registered or licensed in the Province of Ontario.

## **2.11 FALL ARREST SYSTEMS**

- .1 Pre-manufactured fall arrest systems.
- .2 Refer to Section 11 81 29 – Facility Fall Protection

## **Part 3 Execution**

### **3.1 ERECTION**

- .1 Do welding work in accordance with CSA W59 unless specified otherwise.
- .2 Erect metalwork square, plumb, straight, and true, accurately fitted, with tight joints and intersections.
- .3 Provide suitable means of anchorage acceptable to Owner such as dowels, anchor clips, bar anchors, expansion bolts and shields, and toggles.
- .4 Exposed fastening devices to match finish and be compatible with material through which they pass.
- .5 Provide components for building by other sections in accordance with shop drawings and schedule.
- .6 Make field connections with bolts to CAN/CSA-S16.1, or weld.
- .7 Hand items over for casting into concrete or building into masonry to appropriate trades together with setting templates.
- .8 Touch-up rivets, field welds, bolts and burnt or scratched surfaces after completion of erection with primer.
- .9 Touch-up galvanized surfaces with zinc rich primer where burned by field welding.
- .10 The contractor, at its own expense, shall retain a Professional Engineer registered in the Province of Ontario to inspect all work covered by this section upon completion. The Professional Engineer shall confirm that all work has been performed in accordance with all current drawings, specifications, applicable codes, acts or legislation governing the work and shall provide the Contractor with a stamped letter to that effect. The contractor shall submit such letter to the Owner as part of their close-out procedures.

END OF SECTION

**Part 1 General**

**1.1 REFERENCES**

- .1 American Society of Testing and Materials (ASTM)
  - .1 ASTM D16-12, Standard Terminology for Paint, Related Coatings, Materials, and Applications.
  - .2 ASTM E84-14, Standard Test Method for Surface Burning Characteristics of Building Materials.
- .2 Green Seal
  - .1 Green Seal Standards GS-11, Paint.
  - .2 Green Seal Standard GC-03, Anti-Corrosive Paints.
- .3 Department of Justice Canada (Jus)
  - .1 Canadian Environmental Protection Act (CEPA), 1999, c. 33.
- .4 Environmental Protection Agency (EPA)
  - .1 EPA Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 - 1995, (for Surface Coatings).
- .5 Health Canada/Workplace Hazardous Materials Information System (WHMIS)
  - .1 Material Safety Data Sheets (MSDS).
- .6 Master Painters Institute (MPI)
  - .1 MPI Architectural Painting Specifications Manual.
- .7 National Fire Code of Canada – 2010.
- .8 South Coast Air Quality Management District (SCAQMD), California State
  - .1 SCAQMD Rule 1113-04, Architectural Coatings.
- .9 Society for Protective Coatings (SSPC)
  - .1 SSPC Painting Manual, 2011 Edition.

**1.2 MATERIALS AND ITEMS TO BE FINISHED**

- .1 Finish surfaces as specified.
- .2 Generally, and not being limited to, the following items shall be painted or finished as part of the work of this Section.
  - .1 Exterior:
    - .1 All identified exterior standpipe coating repair areas, exterior galvanized metal plates, angles and brackets identified by evaluation of the current conditions and requirements.
    - .2 Galvanized steel pipe railings, and ladders identified by evaluation of the current conditions and requirements.

**1.3 ADMINISTRATIVE REQUIREMENTS**

- .1 Pre-Installation Meeting:
  - .1 Convene pre-installation meeting one week prior to beginning work of this Section and on-site installations in accordance with Construction Progress Schedule.

- .1 Verify project requirements.
  - .2 Review installation and substrate conditions.
  - .3 Coordination with other building subtrades.
  - .4 Review manufacturer's installation instructions and warranty requirements.
- .2 Scheduling
- .1 Submit work schedule for various stages of painting to Owner for review. Submit schedule minimum of 48 hours in advance of proposed operations.
  - .2 Obtain written authorization from Owner for changes in work schedule.
  - .3 Schedule painting operations to prevent disruption of and by other trades.
- .3 Health and Safety:
- .1 Do construction occupational health and safety in accordance with Health and Safety Requirements.

#### **1.4 SUBMITTALS**

- .1 Submit product data in accordance with Section 01 33 00 – Submittals Procedures
  - .1 Submit product data and instructions for each paint and coating product to be used.
  - .2 Submit product data for the use and application of paint thinner.
  - .3 Submit two copies of Workplace Hazardous Materials Information System (WHMIS) Material Safety Data Sheets (MSDS) in accordance with Section 01330 – Submittals Procedures. Indicate VOCs during application and curing.
- .2 Closeout Submittals: submit maintenance data for incorporation into manual specified in Section 01 78 00 – Closeout Submittals include following:
  - .1 Product name, type and use.
  - .2 Manufacturer's product number.
  - .3 Colour numbers.
  - .4 MPI Environmentally Friendly classification system rating.
  - .5 Third Party Inspector's Report.
- .3 Manufacturer's Instructions:
  - .1 Submit manufacturer's installation and application instructions.
- .4 Submit quality assurance submittals in accordance with Division 01.
  - .1 Test reports: submit certified test reports for paint from approved independent testing laboratories, indicating compliance with specifications for specified performance characteristics and physical properties.
    - .1 Lead, cadmium and chromium: presence of and amounts.
    - .2 Mercury: presence of and amounts.
    - .3 Organochlorines and PCBs: presence of and amounts.
  - .2 Certificates: submit certificates signed by manufacturer certifying that materials comply with specified performance characteristics and physical properties.

## **1.5 QUALITY ASSURANCE**

- .1 Contractor: minimum of five years proven satisfactory experience. Provide list of last three comparable jobs including, job name and location, specifying authority, and project manager.
- .2 Journeymen: qualified journeymen who have "Tradesman Qualification Certificate of Proficiency" engaged in painting work.
- .3 Apprentices: working under direct supervision of qualified trades' person in accordance with trade regulations.
- .4 Conform to latest Master Painters Institute (MPI) requirements for painting work including preparation and priming.
- .5 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with MPI Painting Specification Manual "Approved Product" listing and shall be from a single manufacturer for each system used.
- .6 Other paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI Painting Specification Manual and shall be compatible with other coating materials as required.
- .7 The Contractor, at its own expense, shall retain a third party Inspector, qualified to the coating system manufacturer's requirements, to inspect the specified coating system application. The inspector shall provide a written report to the contractor indicating that the substrate preparation, application of primer and coating system have been applied in accordance with the manufacturer's recommendations. The contractor shall submit such report to the Owner as part of their close out procedures.
- .8 Standard of Acceptance:
  - .1 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.
  - .2 Piping and mechanical components: defects visible from a distance up to 1500 mm.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- .1 Packing, Shipping, Handling and Unloading:
  - .1 Pack, ship, handle and unload materials in accordance with Section 01610 - Basic Product Requirements and manufacturer's written instructions.
- .2 Acceptance at Site:
  - .1 Identify products and materials with labels indicating:
    - .1 Manufacturer's name and address.
    - .2 Type of paint or coating.
    - .3 Compliance with applicable standard.
    - .4 Colour number in accordance with established colour schedule.
- .3 Remove damaged, opened and rejected materials from site.

- .4 Storage and Protection:
  - .1 Provide and maintain dry, temperature controlled, secure storage.
  - .2 Store materials and supplies away from heat generating devices.
  - .3 Store materials and equipment in well ventilated area with temperature range 7 degrees C to 30 degrees C.
- .5 Store temperature sensitive products above minimum temperature as recommended by manufacturer.
- .6 Keep areas used for storage, cleaning and preparation clean and orderly. After completion of operations, return areas to clean condition.
- .7 Remove paint materials from storage only in quantities required for same day use.
- .8 Fire Safety Requirements:
  - .1 Provide one 9 kg Type ABC dry chemical fire extinguisher adjacent to storage area.
  - .2 Store oily rags, waste products, empty containers and materials subject to spontaneous combustion in ULC approved, sealed containers and remove from site on a daily basis.
  - .3 Handle, store, use and dispose of flammable and combustible materials in accordance with National Fire Code of Canada requirements.

## **1.7 WASTE MANAGEMENT AND DISPOSAL**

- .1 Separate waste materials for recycling in accordance with Division 01.
- .2 Handle and dispose of hazardous materials in accordance with CEPA, TDGA, Regional and Municipal, regulations.
- .3 Ensure emptied containers are sealed and stored safely.
- .4 Unused paint materials must be disposed of at official hazardous material collections site as approved by Owner.
- .5 Paint, stain and wood preservative finishes and related materials (thinners, and solvents) are regarded as hazardous products and are subject to regulations for disposal. Information on these controls can be obtained from Provincial Ministries of Environment and Regional levels of Government.
- .6 Material which cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.
- .7 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.
- .8 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into ground follow these procedures:
  - .1 Retain cleaning water for water-based materials to allow sediments to be filtered out.

- .2 Retain cleaners, thinners, solvents and excess paint and place in designated containers and ensure proper disposal.
- .3 Return solvent and oil soaked rags used during painting operations for contaminant recovery, proper disposal, or appropriate cleaning and laundering.
- .4 Dispose of contaminants in approved legal manner in accordance with hazardous waste regulations.
- .5 Empty paint cans are to be dry prior to disposal or recycling (where available).
- .9 Where paint recycling is available, collect waste paint by type and provide for delivery to recycling or collection facility.
- .10 Set aside and protect surplus and uncontaminated finish materials. Deliver to or arrange collection by individuals or organizations for verifiable re-use or re-manufacturing.

## **1.8 SITE CONDITIONS**

- .1 Temperature, Humidity and Substrate Moisture Content Levels:
  - .1 Unless pre-approved written approval by Owner and product manufacturer, perform no painting when:
    - .1 Ambient air and substrate temperatures are below 10 degrees C.
    - .2 Substrate temperature is above 32 degrees C unless paint is specifically formulated for application at high temperatures.
    - .3 Substrate and ambient air temperatures are not expected to fall within MPI or paint manufacturer's prescribed limits.
    - .4 The relative humidity is under 85% or when the dew point is more than 3 degrees C variance between the air/surface temperature. Paint should not be applied if the dew point is less than 3 degrees C below the ambient or surface temperature. Use sling psychrometer to establish the relative humidity before beginning paint work.
    - .5 Rain or snow are forecast to occur before paint has thoroughly cured or when it is foggy, misty, raining or snowing at site.
    - .6 Ensure that conditions are within specified limits during drying or curing process, until newly applied coating can itself withstand 'normal' adverse environmental factors.
  - .2 Perform painting work when maximum moisture content of the substrate is below:
    - .1 12% for all steel surfaces.
  - .3 Test for moisture using calibrated electronic Moisture Meter.
- .2 Surface and Environmental Conditions:
  - .1 Apply paint finish in areas where dust is no longer being generated by related construction operations or when wind or ventilation conditions are such that airborne particles will not affect quality of finished surface.
  - .2 Apply paint to adequately prepared surfaces and to surfaces within moisture limits.
  - .3 Apply paint when previous coat of paint is dry or adequately cured.
- .3 Additional exterior application requirements:

- .1 Apply paint finishes when conditions forecast for entire period of application fall within manufacturer's recommendations.
- .2 Do not apply paint when:
  - .1 Temperature is expected to drop below 10 degrees C before paint has thoroughly cured.
  - .2 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's limits.
  - .3 Surface to be painted is wet, damp or frosted.
- .3 Provide and maintain cover when paint must be applied in damp or cold weather. Heat substrates and surrounding air to comply with temperature and humidity conditions specified by manufacturer. Protect until paint is dry or until weather conditions are suitable.
- .4 Schedule painting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.
- .5 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.

## **Part 2 Products**

### **2.1 MATERIALS**

- .1 Paint materials that are NSF-61 certified are acceptable for use on this project.
- .2 Paints shall be as specified as in section 09 91 00 2.7.
- .3 Provide paint materials for paint systems from single manufacturer.
- .4 Conform to latest MPI requirements for all painting works including preparation and priming.

### **2.2 COLOURS**

- .1 Second coat in three coat system to be tinted slightly lighter colour than topcoat to show visible difference between coats.

### **2.3 MIXING AND TINTING**

- .1 Unless otherwise specified or pre-approved, all paint shall be ready-mixed and pre-tinted. Re-mix all paint in contained prior to and during application to ensure break-up of lumps, completed dispersion of settled pigment, and colour and gloss uniformity.
- .2 Mix paste, powder or catalyzed paint mixes in accordance with manufacturer's written instructions.
- .3 Use and add thinner in accordance with paint manufacturer's recommendations. Do not use kerosene or similar organic solvents to thin water-based paints.
- .4 Thin paint for spraying in accordance with paint manufacturer's instructions.

## 2.4 GLOSS/SHEEN RATINGS

- .1 Paint gloss is defined as sheen rating of applied paint, in accordance with following values:

	Gloss @ 60 degrees	Sheen @ 85 degrees
Gloss Level 1 - Matte Finish (flat)	Max. 5	Max. 10
Gloss Level 2 - Velvet-Like Finish	Max.10	10 to 35
Gloss Level 3 - Eggshell Finish	10 to 25	10 to 35
Gloss Level 4 - Satin-Like Finish	20 to 35	min. 35
Gloss Level 5 - Traditional Semi-Gloss Finish	35 to 70	
Gloss Level 6 - Traditional Gloss	70 to 85	
Gloss Level 7 - High Gloss Finish	More than 85	

- .2 Gloss level ratings of painted surfaces as indicated in Finish Schedule.

## 2.5 EXTERIOR STANDPIPE PAINTING

- .1 Paints shall be as specified, or performance based equivalent.
- .1 Areas under 1 ft<sup>2</sup> (spot repairs)
    - .1 Primer and epoxy topcoat combination
      - .1 Tnemec Epoxoline Series FC22
  - .2 All other areas
    - .1 Zinc rich primer
      - .1 Tnemec Series 93-H20 Hydro-Zinc
    - .2 Epoxy topcoat
      - .1 Tnemec Epoxoline Series 21, or
      - .2 Tnemec Epoxoline Series 22

## 2.6 SOURCE QUALITY CONTROL

- .1 Perform following tests on each batch of consolidated post-consumer material before surface coating is reformulated and canned. Testing by laboratory or facility which has been accredited by Standards Council of Canada.
- .1 Lead, cadmium and chromium are to be determined using ICP-AES (Inductively Coupled Plasma - Atomic Emission Spectroscopy) technique no. 6010 as defined in EPA SW-846.
  - .2 Mercury is to be determined by Cold Vapour Atomic Absorption Spectroscopy using Technique no. 7471 as defined in EPA SW-846.
  - .3 Organochlorines and PCBs are to be determined by Gas Chromatography using Technique no. 8081 as defined in EPA SW-846.



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**Part 3 Execution**

**3.1 MANUFACTURER'S INSTRUCTIONS**

- .1 Compliance: comply with manufacturer's written recommendations or specifications, including product technical bulletins, handling, storage and installation instructions, and data sheet.

**3.2 GENERAL**

- .1 Perform preparation and operations for exterior painting in accordance with MPI - Architectural Painting Specifications Manual except where specified otherwise.
- .2 Apply paint materials in accordance with paint manufacturer's written application instructions.

**3.3 EXAMINATION**

- .1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Owner damages, defects, unsatisfactory or unfavourable conditions before proceeding with work.
- .2 Conduct moisture testing of surfaces to be painted using properly calibrated electronic moisture meter, except test concrete floors for moisture using simple "cover patch test". Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

**3.4 PREPARATION**

- .1 Protection:
  - .1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore surfaces as directed by Owner.
  - .2 Protect items that are permanently attached such as Fire Labels on doors and frames.
  - .3 Protect factory finished products and equipment.
  - .4 Place "WET PAINT" signs in occupied areas as painting operations progress. Signs to approval of Owner.
- .2 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before prime coat is applied and between applications of remaining coats. Apply primer, paint, or pretreatment as soon as possible after cleaning and before deterioration occurs.
- .3 Remove defects visible from a distance up to 1000 mm.
- .4 Clean metal surfaces to be painted by removing rust, loose mill scale, welding slag, dirt, oil, grease and other foreign substances in accordance with MPI requirements. Remove traces of blast products from surfaces, pockets and corners to be painted by brushing with clean brushes, blowing with clean dry compressed air, or vacuum cleaning.
- .5 Touch up of shop primers with primer as specified.
- .6 Do not apply paint until prepared surfaces have been approved by the Third Party Inspector.

### **3.5 APPLICATION**

- .1 Method of application to be as approved by the Third Party Inspector. Apply paint by brush or roller. Conform to manufacturer's application instructions unless specified otherwise.
- .2 Brush and Roller Application:
  - .1 Apply paint in uniform layer using brush and/or roller type suitable for application.
  - .2 Work paint into cracks, crevices and corners.
  - .3 Paint surfaces and corners not accessible to brush using spray, daubers and/or sheepskins. Paint surfaces and corners not accessible to roller using brush, daubers or sheepskins.
  - .4 Brush and/or roll out runs and sags, and over-lap marks. Rolled surfaces free of roller tracking and heavy stipple.
  - .5 Remove runs, sags and brush marks from finished work and repaint.
- .3 Use dipping, sheepskins or daubers only when no other method is practical in places of difficult access.
- .4 Apply coats of paint continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.
- .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 coats to remove visible defects.
- .7 Finish surfaces both above and below sight lines as specified for surrounding surfaces, including projecting ledges.

### **3.6 FIELD QUALITY CONTROL**

- .1 Where "special" painting, coating or decorating system applications (i.e. elastomeric coatings) or non-MPI listed products or systems are to be used, paint or coating manufacturer shall provide as part of this work, certification of surfaces and conditions for specific paint or coating system application as well as on site supervision, inspection and approval of their paint or coating system application as required at no additional cost to Owner.
- .2 Advise the Third Party Inspector when surfaces and applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.
- .3 Cooperate with inspection firm and provide access to areas of work.
- .4 Retain purchase orders, invoices and other documents to prove conformance with noted MPI requirements when requested by Owner.

### **3.7 CLEANING**

- .1 Proceed in accordance with Division 01.
  - .1 Remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces

**END OF SECTION**

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**Part 1            General**

**1.1                RELATED REQUIREMENTS**

- .1    Section 01 00 10 – Special Provisions
- .2    Section 01 61 00 – Common Product Requirements
- .3    Section 05 50 00 – Metal Fabrications

**1.2                REFERENCE STANDARDS**

- .1    ASTM International
  - .1    ASTM A123/A123M-[09] , Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
  - .2    ASTM A167-[99(2009)] , Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip.
  - .3    ASTM A500/A500M-[10a] , Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
- .2    Canada Green Building Council (CaGBC)
  - .1    LEED Canada-NC Version 1.0-[2004] , LEED (Leadership in Energy and Environmental Design): Green Building Rating System Reference Package For New Construction and Major Renovations (including Addendum [2007] ).
  - .2    LEED Canada-CI Version 1.0-[2007] , LEED (Leadership in Energy and Environmental Design): Green Building Rating System Reference Guide For Commercial Interiors.
  - .3    LEED Canada 2009 for Design and Construction-[2010] , LEED Canada 2009 for Design and Construction Leadership in Energy and Environmental Design Green Building Rating System Reference Guide.
  - .4    LEED Canada for Existing Buildings, Operations and Maintenance-[2009] , LEED Canada 2009 Leadership In Energy and Environmental Design Green Building Rating System Reference Guide.
- .3    CSA Group (CSA)
  - .1    CSA G40.20/G40.21-04(R2009), General Requirements for Rolled or Welded Structural Quality Steel/Structural Quality Steel.
  - .2    CSA W47.1-09, Certification of Companies for Fusion Welding of Steel.
  - .3    CSA W55.3-08, Certification of Companies for Resistance Welding of Steel and Aluminum.
  - .4    CSA Z259.2.5-17 (R2021), Fall Arresters and Vertical Lifelines.
  - .5    CSA Z259.12-16 (R2021), Connecting Components for Personal Fall Arrest Systems (PFAS)
  - .6    CSA Z259.15-22 (R2022), Anchorage Connectors.
  - .7    CSA Z259.17-21 (R2021), Selection and Use of Active Fall-Protection Equipment and Systems.
  - .8    CSA Z259.11-17 (R2021), Personal Energy Absorbers and Lanyards.

- .4 The Society for Protective Coatings (SSPC)
  - .1 SSPC SP-2, Hand Tool Cleaning.
  - .2 SSPC SP-3, Power Tool Cleaning.

### **1.3 ACTION AND INFORMATIONAL SUBMITTALS**

- .1 Submit in accordance with Section 01 33 00 - Submittal Procedures.
- .2 Product Data:
  - .1 Submit manufacturer's instructions, printed product literature and data sheets for roof anchors and safety restraints and include product characteristics, performance criteria, physical size, finish and limitations.
- .3 Shop Drawings:
  - .1 Submit drawings stamped and signed by professional engineer registered or licensed in Ontario, Canada.
    - .1 Indicate component profiles, sizes, connection attachments, reinforcing, anchorage, size and type of fasteners, and accessories. Include erection drawings, elevations, and details where applicable.
    - .2 Indicate welded connections using standard welding symbols include net weld lengths.
  - .2 Submit design data and calculations.
- .4 Certifications:
  - .1 Submit written certification approving the inspection of installed structural components and fall arrest systems sealed by the a structural engineer registered or licensed in Ontario, Canada, after completion of inspection and prior to use.

### **1.4 QUALITY ASSURANCE**

- .1 Design structural support framing components and site inspect installation under direct supervision of Professional Structural Engineer experienced in design of this Work and licensed in the Province of Ontario, Canada.
- .2 Qualifications:
  - .1 Welder's qualifications: welders' certification to CSA W55.3
    - .1 Employ qualified and licensed welders possessing certificates for each procedure to be performed.
    - .2 Each welder to possess identification symbol issued by authority having jurisdiction.
  - .2 Welding company certification: certified for fusion welding of steel structures to CSA W47.1
  - .3 The contractor, at its own expense, shall retain a Professional Engineer registered in the Province of Ontario to inspect all work covered by this section upon completion. The Professional Engineer shall confirm that all work has been performed in accordance with all current drawings, specifications, applicable codes, acts or legislation governing the work and shall provide the Contractor with a stamped letter to that effect. The contractor shall submit such letter to the Owner as part of their close-out procedures.

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## **1.5 DELIVERY, STORAGE AND HANDLING**

- .1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements with manufacturer's written instructions.
- .2 Delivery and Acceptance Requirements: deliver materials to site in original factory packaging, labelled with manufacturer's name and address.
- .3 Storage and Handling Requirements:
  - .1 Store materials in accordance with manufacturer's recommendations in clean, dry, well-ventilated area.
  - .2 Store and protect anchorages and safety restraints from nicks, scratches, and blemishes.
  - .3 Replace defective or damaged materials with new.

## **Part 2 Products**

### **2.1 SYSTEM DESCRIPTION**

- .1 Personal restraint assembly: Posts, steel rope loops, and attachments to resist lateral forces of 3 kN at any point and in all directions, without damage or permanent set.
- .2 Personal fall arrest system designed to CSA Z259 fall protection standards. Fall arrest system to resist vertical loads of 8 kN at any point, without damage or permanent set.
- .3 Cable guides to be provided for cable lengths greater than or equal to 7.6 m on fixed access ladders.
- .4 Energy absorbers to be included where maximum arrest force exceeds 6 kN.
- .5 Cable extensions to be provided where ladder side railings do not extend 90 cm past top landing.

### **2.2 MATERIALS**

- .1 Steel Sections and Plates: CSA G40.20M/G40.21.
- .2 Steel Tubing: ASTM A500/A500M, Grade B.
- .3 Steel Rings: forged steel, ring thickness determined by imposed loads.
- .4 Steel Cable (between post travel restraints): minimum 9 mm diameter, spiral wound multi-strand stainless steel aircraft cable.
- .5 Bolts, Nuts, and Washers for Stainless Steel: stainless steel, matte finish.
- .6 Gaskets Under Anchors: neoprene pads, compatible with roof membrane, cut to size.
- .7 Welding Materials: CSA W47.1 for materials being welded.

### **2.3 FABRICATION**

- .1 Fit and shop assemble items in largest practical sections, for delivery to site.
- .2 Fabricate items with joints tightly fitted and secured.
- .3 Continuously seal joined members by intermittent welds and plastic filler.

- .4 Grind exposed joints flush and smooth with adjacent finish surface.
  - .1 Make exposed joints butt tight, flush, and hairline.
  - .2 Ease exposed edges to small uniform radius.
- .5 Exposed Mechanical Fastenings: screws or bolts; consistent with design of component.
- .6 Furnish and install components required for anchorage of fabrications.
- .7 Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.

## **2.4 FABRICATION TOLERANCES**

- .1 Squareness: 3 mm maximum difference in diagonal measurements.

## **Part 3 Execution**

### **3.1 EXAMINATION**

- .1 Verification of Conditions: verify that conditions of substrate previously installed under other Sections or Contracts are acceptable for roof anchors and safety restraint installation in accordance with manufacturer's written instructions.
  - .1 Inform Owner of unacceptable conditions immediately upon discovery. Discover of such conditions shall be managed through industry standard Change Management processes.
  - .2 Proceed with installation only after unacceptable conditions have been remedied and after receipt of written approval to proceed from a Professional Engineer registered in the Province of Ontario.
- .2 Verify dimensions, tolerances, and method of attachment with other work.

### **3.2 PREPARATION**

- .1 Supply and install steel items required to be attached to steel framing as clean uncoated metal, with setting templates to appropriate sections.

### **3.3 INSTALLATION**

- .1 Install items plumb and level, accurately fitted, free from distortion or defects.
- .2 Provide for erection loads, and for sufficient temporary bracing to maintain true alignment until completion of erection and installation of permanent attachments.
- .3 Field weld components as indicated on shop drawings.
- .4 Obtain approval from Owner prior to site cutting or making adjustments not scheduled.
- .5 After erection, apply primer in accordance with MPI Painting Manual to: welds, abrasions, and surfaces not shop primed or galvanized, except surfaces to be in contact with concrete.
- .6 Thread aircraft cable through eye-lets at top of post, to linear roof coverage of post restraints; pressure crimp cable ends.

---

**3.4 CLEANING**

- .1 Progress Cleaning: clean in accordance with Section 01 74 00 - Cleaning .
  - .1 Leave Work area clean at end of each day.
- .2 Final Cleaning: upon completion remove surplus materials, rubbish, tools and equipment in accordance with Section 01 74 00 - Cleaning.

**3.5 PROTECTION**

- .1 Protect installed products and components from damage during construction.
- .2 Repair damage to adjacent materials caused by roof anchors and safety restraint installation.

**END OF SECTION**

# City of Kenora Condition Assessment Report AWWA/NACE/ROV/DRONE

## Zone 2 Standpipe



**Undertaken on  
August 10<sup>th</sup>, 2022**

### **Prepared for:**

Mr. Ryan Peterson, Chief Operator  
E: [rpeterson@kenora.ca](mailto:rpeterson@kenora.ca)  
C: 1-(807)-466-1545

### **Prepared by:**

[Redacted Name]  
[Redacted Title]  
[Redacted Address]  
[Redacted Phone]  
[Redacted Email]



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1 Main Street South  
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Phone: (807)-467-2000  
Website: [www.kenora.ca](http://www.kenora.ca)



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## 1 EXECUTIVE SUMMARY

This report provides an “AWWA/NACE/ROV/DRONE CONDITION ASSESSMENT” and describing the general overall condition of the Potable Water Standpipe water tower under jurisdiction of the City of Kenora, located at 1337 Valley Drive Street Kenora, ON. The inspection was carried out on August 10<sup>th</sup>, 2022, starting at 1:30PM. The condition assessment was completed in accordance with National Association of Corrosion Engineers (NACE) and SSPC Standards and Guidelines. Our inspection process meets the requirements of ANSI/AWWA D101-53-R86 – for Inspecting and Repair Steel Water Tanks, Standpipes, Reservoirs, and Elevated Tanks, For Water Storage. This standpipe has a water capacity of 1,373,900 Imperial Gallons, the year of construction is unknown. The standpipe was constructed by Horton CBI, Limited. The height of the tank is 80ft, tank diameter 60ft and high-water level (HWL) is approximately 78’ – 6” ft. The exterior coating is an Aliphatic Urethane system. The internal liner is an epoxy system. The interior and exterior coting system are approximate 13 years old. The standpipe information was provided by the city from a previous report completed on the tower in September 2016 by Landmark.

## 2 INTRODUCTIONS

The following report provides a summary of the exterior coatings, internal linings for the elevated spheroid water tower. All recommendation is based on current conditions and our findings.

[REDACTED] was retained by the City of Kenora to provide an ROV/DRONE Inspection in accordance with AWWA/NACE Standards for the standpipe water tower. The Condition Assessment includes an External Surfaces Inspection using our “Mavic 2 Air” Drone and the internal inspection we used our “Deep Trekker” ROV.

Our ROV Unit is only used for potable water inspection services. Our team provide chlorine disinfection to our unit and cable before lowering the ROV into the potable water.

The field work was completed on August 10<sup>th</sup>, 2022, [REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED] Our firm provides fall arrest and rescue capabilities when completing work on your tower. Our inspection team uses three (3) men to ensure full rescue can be completed and achieved, if required as per MOL Guidelines in the elevated water tower industry.

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Our internal inspection will be complete while the tower is full of potable water. The owner does not have to isolate the tower currently. All ROV equipment was

fully disinfected prior to our use We will ensure we stay approximately 3 meters (10'0") away from all drain and fill pipes. It is our understanding that the internal does not have a mixing system or cathodic protection. If there is cathodic protection then the system would have to be turned off, prior to our inspection.

### 3 WATER TOWER COATING CONDITION SUMMARY

For determining the overall condition of the protective coatings during the inspection process, references made to ASTM D610/SSPC VIS-2 – “Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces”. This method of documentation will allow us to grade the level of rust, corrosion, delamination, poor coating, etc.

Under SSPC-VIS 2 Scale and Rust Grades range from RUST GRADE 10 @ Less than or equal to 0.01 % (Best Level No Repair Required) then down to RUST GRADE 5 @ Greater than 1 % up to 3% (Minor Rusting No Repairs Necessary) then at Rust Grade 3 @ Greater than 3% up to 16% (Repair are commended, coating or lining system what to be preserved) once into Rust Grade 2 @ 33% Rust Grade the coating/liner paint system is beyond repair. Rust Grade 0 @ Greater than 50% Rust and is the very “Poor Condition”. Based on the Rust Grade Method Ranges between 10 to 4 “No Repairs Required” but once a Rust Grade 3 is achieved maintenance work for internal repair and exterior repairs are recommend for preserving (maintain) the coating/liner system to avoid heavy and rapid coating/lining degradation. It should be noted that the exterior (only) can be overcoated but once the internal is past Rust Grade 3 full removal rather than repair only must be completed.

It is important that especially the internal be repaired over the first 25 years of in-service. The new liner can now cost over 500k depending on the capacity and height of the water tower.

#### 3.1 INTERNAL LINER

The internal liner of the Keewatin standpipe has **(Rust Grade Rating of 5)** meaning the Rust Grade is Greater than 1% to 3%. This rating is an overall condition on the internal liner of all elements. Based on our ROV Inspection we estimate that the internal surface has 3% of the surface areas showing various stages of degrading. Our finding show: minor amount of each, pinpoint rusting, minor expose steel in sections, rusting on weld seams on the wall, light corrosion/staining on manway. Sever localized corrosion, staining and delamination taking place at high water mark around the HWL mark on the tank.

During our ROV Inspection the floor had a limited inspection due to silt on the floor area. Approximately 5mm throughout.

The internal liner is an Epoxy thin film liner. The existing liner system will have paint thicknesses between 8 mils to 15 mils, but on the welds the coating could 20 mils DFT.

The internal liner is approximately 13 years old. Based on the level of areas showing signs of rusting/corrosion we would recommend

The internal liner is in “**Fair Condition**” and no internal repairs are required at this time but should be re-inspected in five years and reviewed again using the method documenting the Rust Grade Level based on areas found with coating/liner degradation for possible repairs or replacement.

### 3.2 EXTERIOR COATINGS

The exterior coating has (**Rust Grade Rating of 6**) meaning Rust Grade is Greater than 0.3% to 1%. Based on our DRONE Inspection we estimate that the external surface has less than 0.5% of the surface areas showing various stages coating degrading. Our finding show: minor amount of each, rusting, staining, chalking, rust, topcoat fading, light corrosion taking place and rust bleeding. There appears to be abrasive damage on the lower 3<sup>rd</sup> of the tank only on the roadside of the tank. This damage is likely caused by stones being thrown at the tank.

During our DRONE Inspection we did see evidence of localized corrosion area on the walls and roof railing system, coating degradation of a section of the tanks roof. The exterior coating is showing that the topcoat is starting to show through to the mid-coat or base primer in areas. The roof welded steps and roofs antennas support system are rust bleeding and should be caulked to prevent further bleeding on the surface coat of the tank. The access hatch collar is exhibiting light corrosion. There is a build-up of algae around the exterior welds on the tank. On the overflow pipe there is nail protruding out from the stainless still portion that is rust bleeding and corroding. There was graffiti noted on the lower portion of the tank.

The current exterior coating system could be one coat of industrial primer and two topcoats of alkyd. We would recommend testing the exterior paint to confirm, if the primer has any heavy metal e.g., Lead based paint.

The external coating system is approximately 13 years old.

The exterior coating system is “**Fair Condition,**”. The elements that should be caulked due to rust bleeding should be addressed now. The areas outlined above should be addressed by 2023-2024 coating repairs to preserve the life expectance of the exterior coating system and prevent further defects.

Based on this level of rust/corrosion/chalking and overall condition of the exterior we would recommend full pressure washing, and touch-up all damaged areas.

We would recommend a couple options:

#1 Full pressure washing 2500 psi, damage, or rusting area touch-ups  
Estimated Cost Pressure Washing [REDACTED] Coating Touch-ups.

#2 Full Overcoat System [REDACTED] for a full overcoat which would last 20 to 25 years.

### 3.3 OTHER AREAS

During our inspections we found areas of the concrete foundation with light to moderate cracks present. Light honeycombing was also present. The concrete

chamfer around the base of the tank and foundation typically has spalls, cracks, and delamination. These areas would require removing all unsound concrete and repair the whole area of the chamfer. There was noticeable amount of algae forming on the lower 2ft of the tank. A pressure wash option #1 above would remove the algae from this area.

#### **4 SAFETY UPGRADES**

Please see attached list of current safety upgrades required under MOL and Ontario Safety Guidelines:

- CSA Approved Railing System GuideLoc Galvanized Rail – Main Interior Vertical Ladder c/w Safety Stops both top and bottom of each run.
- Removal of the climbing cage on each vertical climber ladder run, as this is no longer acceptable by MOL standards and deemed “unsafe”.
- There is cable running throw the landing, this should be moved away from any ladders and potential tripping areas.

#### **5 RECOMMENDATIONS**

- A. Replacement of current CSA Fall Protection System on all Vertical climbing ladders and removal of climbing cage [REDACTED]
- B. Full pressure washing 2500 psi, damage, or rusting area touch-ups Estimated Cost Pressure Washing, Coating and concrete [REDACTED]
- C. Tank internal clean out for build-up of silt [REDACTED]
- D. Full Exterior Overcoat System [REDACTED] to [REDACTED] for all exterior surfaces painted using a three-coat system for the exterior overcoat system, which would last 20 to 25 years.

## 6 INSPECTION PHOTOGRAPHS

Photo	Photo Comments
1	Exterior wall typical
2	Vertical climbing ladder and landings
3	Top landing layout
4	Overflow and Vertical climbing ladder
5	General roof layout
6	Abrasive damage on lower half of tank
7	Graffiti on lower portion on tank
8	Coating on roof typical
9	Site layout
10	Ladder, overflow, and manway typical
11	Corrosion on overflow from nails
12	Manway general layout
13	Corrosion and staining on abrasive damage on wall (stones)
14	Concrete foundation around bottom of tank
15	Cracked concrete around foundation of tank
16	Graffiti on tank exterior
17	Mold forming on undersides of external welds
18	Cable going through grate landing
19	Ladder configuration
20	Ladder typical
21	Top landing
22	Handrailing around access hatch on roof
23	Railing and ladder going to peak of roof
24	Coating on roof typical
25	Roof dome coating typical
26	Light chalking on roof
27	Frost free roof vent and antennas
28	Frost free roof vent typical
29	Frost free roof vent screen
30	Roof ladder typical
31	Access hatch typical
32	ROV unit
33	Internal roof typical
34	Sever localized corrosion/staining area on wall
35	Silt on floor, manway, and fill pipe
36	Localized corrosion on manway
37	Silt on floor typical
38	Corrosion on wall
39	Localized corrosion on wall
40	Wall typical
41	Small corrosion area on wall weld
42	Ceiling typical
43	Coating failure at high water level (HWL) mark
44	HWL coating damage due to ice damage
45	Sever localized delamination on wall coating HWL
46	Floor and wall connection

<b>47</b>	Mono-rail system on ceiling
<b>48</b>	DRONE unit







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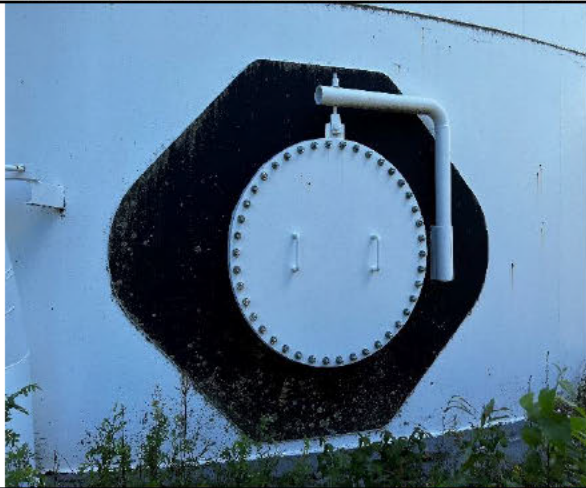
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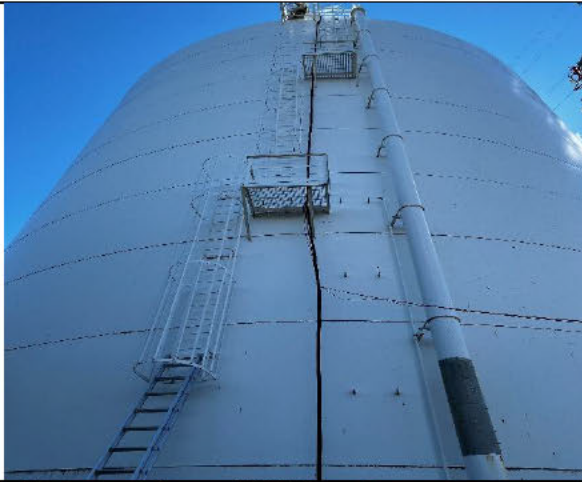
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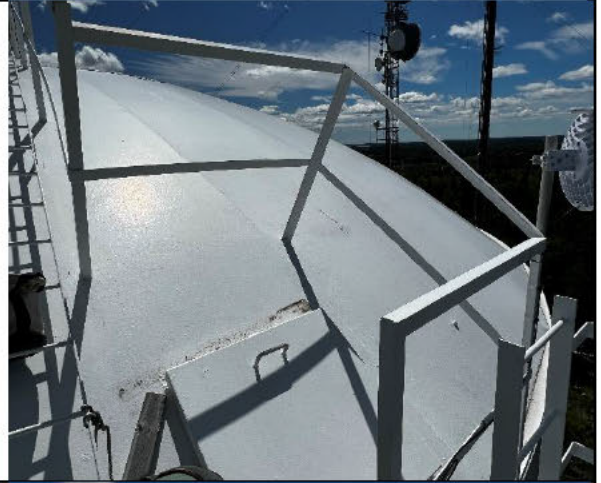
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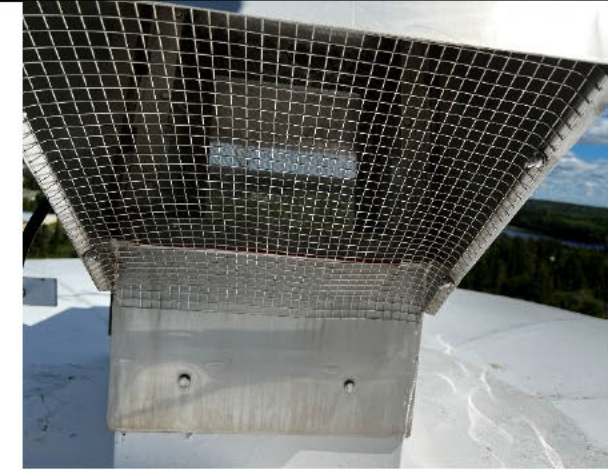
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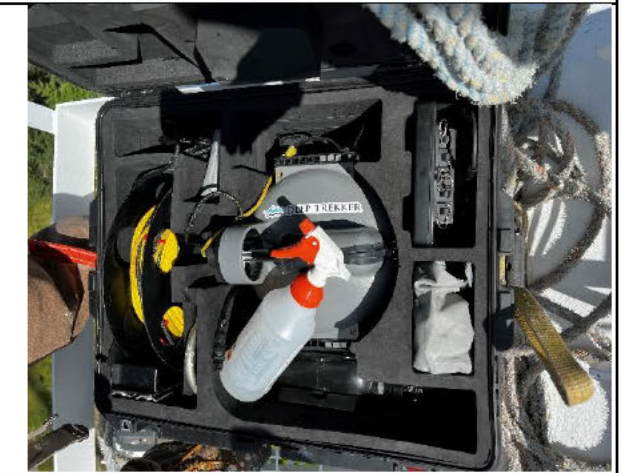
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32.



*Lake of the Woods*  
**KENORA**



**TENDER FORM**

**CITY OF KENORA**

## TENDER FORM

Tender Number: 432-001-23

Tender Title: Zone 2 Standpipe Paint Maintenance and Ladder Safety Upgrade

We, \_\_\_\_\_  
(Company)

of \_\_\_\_\_  
(Business Address)

having examined the Tender Documents as issued by: the City of Kenora (the "City"), and having visited the site(s) of where the Work is required to be undertaken; hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the Tender Sum as follows:

1. Sub-Total (excluding GST)	\$ _____
2. GST	\$ _____
3. Total	\$ _____

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date and except as may be otherwise provided in the Tender Documents.

### Appendices to Tender Form:

The information required by the Instructions to Tenderers is provided in the attached Appendices and forms an integral part of this Tender.

### Declarations:

We hereby acknowledge and declare that:

- (a) we agree to perform the Work in compliance with the required completion schedule stated in the Contract;
- (b) no person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which this Tender is made;
- (c) the Tender Security is attached to this Tender. We specifically acknowledge and agree that the Tender Security may be forfeited to the City pursuant to the terms set forth in the Instructions to Tenderers;
- (d) we hereby acknowledge and confirm that the City has the right to accept any tender or to reject any or all tenders in accordance with the Instructions to Tenderers;
- (e) this Tender is open to acceptance for a period of sixty (60) days from the date of Tender Closing.

Signatures:

Signed, sealed and submitted for and on behalf of:

Company: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_  
(City, Province & Postal Code)

(Apply SEAL above)

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

Name & Title: \_\_\_\_\_  
(Please Print or Type)

Witness: \_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Lake of the Woods  
**KENORA**



**FEE FOR SERVICE AGREEMENT**

**BETWEEN:**

**CITY OF KENORA**

**AND:**

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- Schedule "A" - Services
- Schedule "B" - Terms of Payment
- Schedule "C" - Special Terms and Conditions

**FEE FOR SERVICE AGREEMENT**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**CITY OF KENORA**

(hereinafter called the "City")

**OF THE FIRST PART**

**AND:**

\_\_\_\_\_

(hereinafter called the "Contractor")

**OF THE SECOND PART**

**WHEREAS** the Contractor has agreed to provide to the City the Services and the City has agreed to pay to the Contractor certain sums in consideration of the Services.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants herein contained, the City and the Contractor covenant and agree each with the other as follows:

**ARTICLE 1 - DEFINITIONS**

**1.1           Definitions**

For the purposes of this Agreement, including the recitals hereto, each of the following expressions have the meanings ascribed to them in this Section 1.1, unless the context otherwise requires:

- (a) "Agreement", "hereto", "herein", "hereby", "hereunder", "hereof" and similar expressions when used in this Agreement refer to the whole of this Agreement which includes the attached Schedules and not to any particular Article or Section or portion thereof and include any and every instrument supplemental hereto;
- (b) "Agreement Amount" means the amount set out in Schedule "C";
- (c) "Commencement Date" means the \_\_\_\_ day of \_\_\_\_\_, 20\_\_;
- (d) "Completion Date" means the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, or such later date as may be agreed upon in writing by the parties;
- (e) "Confidential Information" has the meaning ascribed to it in Section 5.1;
- (f) "Service Results" has the meaning ascribed to it in Section 5.4;

- (g) **"Services"** means those Services to be provided and performed by the Contractor hereunder, as more particularly described in Schedule "A" hereto, and all other services to be provided or performed as directed by the City;
- (h) **"Term"** means the period of time commencing on the Commencement Date and ending on the Completion Date.

1.2 **Number and Gender**

Words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter gender and words importing persons shall also mean firms, corporations and partnerships and vice versa.

1.3 **Headings and Division**

The division of this Agreement into Articles and Sections and the headings of any Articles or Sections are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

**ARTICLE 2 - SERVICES**

2.1 **Services**

The Contractor shall provide the Services upon the terms and conditions contained herein.

2.2 **Commencement and Completion of Services**

The Contractor shall commence the Services no later than the Commencement Date and complete the Services on or before the Completion Date, subject always to sooner termination as provided for herein.

2.3 **Performance of Work**

The Contractor shall exercise the degree of care, skill and diligence normally used in performing services of a similar nature to those Services to be provided under this Agreement. All work done in performing the Services under this Agreement shall:

- (a) be supervised by competent and qualified personnel;
- (b) be performed in accordance with the City's directions and to the City's satisfaction;
- (c) comply with the requirements of this Agreement; and
- (d) be documented according to the City's requirements.

All work done in performance of the Services shall be subject to such review as the City considers advisable or appropriate. Any work not meeting the requirements of this Agreement may be rejected by the City and shall require appropriate correction by the Contractor. No such review by the City shall relieve the Contractor from the performance of its obligations hereunder.

2.4 **Warranty of Contractor**

The Contractor represents and warrants to the City:

- (a) that it has sufficient skill, knowledge, expertise and resources, including qualified and competent personnel, to perform and provide the Services in accordance with the provisions of this Agreement;
- (b) that it is not involved in and is not aware of any actual or potential law suit or circumstance which would or could materially affect its ability to perform the Services hereunder and, upon becoming aware of such, it shall immediately notify the City and provide the City with details of the nature of the law suit or circumstance; and
- (c) that the entering into of this Agreement and the performance of the Services hereunder shall not cause the Contractor to be in breach of any obligation of confidentiality which the Contractor may owe to any third party, or otherwise cause the Contractor to be in breach of any agreement or undertaking with any third party.

## 2.5 **Progress Reports**

If required by the City, the Contractor shall provide progress reports to the City and/or attend progress meetings regarding the performance of the Services, in such form and detail and whenever and as often as requested by the City.

## 2.6 **Compliance with Legislation**

- (a) In performing the Services hereunder (including any portion thereof performed by any subcontractors), the Contractor shall comply with the provisions and requirements of all laws, rules and regulations by lawful authority applicable including, without limitation, all relevant legislation, codes, bylaws, regulations and ordinances as well as the City policies, procedures and regulations as are made known to the Contractor by the City.
- (b) Where there are two or more laws, codes, bylaws, regulations, ordinances, policies, procedures or regulations applicable to the Services, the more restrictive shall apply. In particular, the Contractor shall at all times observe and cause its personnel, agents and subcontractors to observe the provisions of all applicable environmental, health, safety and labour legislation including, without limitation, the *Labour Relations Act*, *Workers' Compensation Act*, *Employment Standards Act* and the *Occupational Health and Safety Act*, all as may be amended from time to time, and including any successor legislation, as well as rules and regulations pursuant thereto. Evidence of compliance with such laws shall be furnished by the Contractor to the City at such times as the City may reasonably request.
- (c) In the event the Contractor, its personnel, any agent or subcontractor or their respective personnel, fail to comply with any legislation or any regulations thereunder and the City is required to do anything or take any steps or pay any amounts to rectify such non-compliance, the provisions of Section 4.4 of this Agreement shall apply.

## 2.7 **Permits and Licenses**

The Contractor shall obtain and pay for all necessary permits or licenses required in connection with providing or performing the Services.

### **ARTICLE 3 - PERSONNEL**

#### **3.1 No Substitution**

If specific personnel are designated by this Agreement to perform the Services or any part thereof, the Contractor shall not substitute other personnel for those designated without the prior written consent of the City. If any such personnel shall become no longer available for any reason, the Contractor shall supply a similarly experienced and skilled individual as soon as practicable subject to approval of such individual by the City.

#### **3.2 No Subcontractors**

The Contractor shall not engage or retain any agent, subcontractor or any other third party for purposes of providing the Services hereunder in whole or in part without the prior written consent of the City (which may be withheld in the City's sole discretion) and on terms and conditions satisfactory to the City in its sole discretion. The use of any agents, subcontractor or any other third parties by the Contractor shall in no way relieve the Contractor from its responsibility and obligation to provide the Services in accordance with the provisions of this Agreement.

#### **3.3 Removal of Personnel**

The Contractor shall forthwith remove from the City's premises and from performance of the Services any officer, employee, agent or subcontractor who is for any reason unsatisfactory to the City including, without limitation, and such person who:

- (a) is charged with and convicted of a criminal offence;
- (b) fails, in the opinion of the City or in the opinion of the Contractor, to carry out the work required in the performance of the Services in a satisfactory manner including, without limitation, causing any delays in the performance of the Services;
- (c) removes any property not belonging to the Contractor, its personnel or any agent or subcontractor, as the case may be, from the City's premises without the prior written consent of the City, or
- (d) discloses or uses any Confidential Information contrary to the provisions of Section 5.1 of this Agreement, without the prior written permission of the City;

and, in the case of paragraphs (c) and (d), the Contractor shall take all reasonable steps to ensure that any property removed from the City is promptly returned, or to restrain any further improper disclosure or use of the Confidential Information, as the case may be. Any costs or expenses associated with removal of any such officer, employee, agent or subcontractor shall be the responsibility of the Contractor, including any necessary training costs or expenses associated with replacement persons, as determined by the City.

#### **3.4 Compliance with Policies**

The Contractor shall ensure that its personnel and agents and subcontractors, when using the City's premises, comply with all security, safety, emergency and access policies, procedures or regulations in effect from time to time on such premises.

3.5 **Safety**

The Contractor shall be responsible for the safety of its personnel and any agents or subcontractors, and all property of the Contractor or its personnel, agents or subcontractors while on the City's premises. The City shall not be responsible for any personal property, tools or equipment that the Contractor or its personnel, agents or subcontractors may bring onto the City's premises.

**ARTICLE 4 - PAYMENT**

4.1 **Payment**

The City shall pay the Contractor in accordance with the provisions of Schedule "B" (Terms of Payment), upon the diligent and timely performance of the Services to the satisfaction of the City. No payment by the City shall relieve the Contractor from the performance of its obligations hereunder.

4.2 **Excess Payments, Taxes**

The City shall not pay any amount exceeding the Agreement Amount or make any payment for any work done by the Contractor after the Completion Date unless prior written authorization has been obtained by the Contractor from the City. All customs duties, excise taxes (including HST), federal, provincial and municipal taxes and other duties, taxes or charges of a similar nature, and all travel and living expenses of the Contractor are included within the Agreement Amount, unless expressly stated otherwise in Schedule "C". If the total cost for man-days spent in performing the Services is less than the Agreement Amount, the City shall not be required to pay to the Contractor any sum in excess of the total cost for man-days actually expended.

4.3 **No Payment for Costs, Expenses or Damages**

The City shall not be required to make any payment to the Contractor under this Agreement for any costs, expenses, losses or damages suffered or incurred:

- (a) in performing any work reasonably incidental to the performance of the Services;
- (b) as a result of any delays in performing the Services from any cause whatsoever; or
- (c) to remedy errors or omissions for which, in the reasonable opinion of the City, the Contractor is responsible.

4.4 **Performance upon Failure of Contractor**

Upon failure of the Contractor (including any of its subcontractors) to perform any of its obligations under this Agreement the City may, but shall not be obligated to perform or engage a third party to perform any of those obligations without prejudice to any other remedy or right it may have and the Contractor, immediately upon written demand, shall pay an amount equal to all costs and expenses incurred by the City in association therewith, plus interest on that amount from the date the cost or expense is incurred until it is paid at the rate of 1.5% per month (19.6% per annum). The City may, in its discretion, deduct any such amount, together with interest, from any payment then or thereafter due by the City to the Contractor, provided that such action shall not be deemed a waiver of any action that the City may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to the Contractor.

#### 4.5 **Withholdings**

- (a) Notwithstanding any other provision of this Agreement, the City shall be entitled to withhold and remit to the appropriate taxing authorities, or otherwise withhold, federal withholding taxes or any other amounts required by law to be withheld from payments made to the Contractor.
- (b) If the Contractor is a non-Canadian resident the City shall, as required by federal legislation, deduct all applicable federal withholding taxes. For this purpose, the Contractor shall separately identify in each invoice all work performed in Canada and that performed elsewhere. The Contractor will be provided with evidence of withholdings as required, upon written request.
- (c) If the Contractor provides the City with an exemption certificate from Canada Revenue Agency, then the City shall not withhold any federal withholding tax in respect of the payment made to the Contractor in reliance on such certificate of exemption.
- (d) The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada Pension Plan, employment insurance, workers' compensation or income tax. The City shall have no liability or responsibility for the withholding, collection or payment of income taxes, unemployment insurance, statutory or other taxes or payments of any other nature on behalf of or in respect of or for the benefit of the Contractor or any other person.
- (e) The Contractor shall pay all municipal, provincial, or federal sales, excise (including HST) or other taxes or payments of any type payable hereunder to any level of government, and shall indemnify and hold the City, its officials, councilors, representatives, agents and employees harmless against any order, fine, penalty, interest or tax that may be assessed or levied against the City or such persons as a result of the failure or delay of the Contractor to make any such payment or to file any return or information required by any law, ordinance, regulation or other lawful authority.
- (f) The City is authorized to pay any demand by any level of government or government agency, including the Workers' Compensation Board, due to a failure by the Contractor, in which event the provisions of Section 4.4 of this Agreement shall apply.

#### 4.6 **Records**

The Contractor shall keep and maintain, at its principal place of business in Kenora, Ontario, or at such other location as may be agreed by the City, adequate and complete records from which any fees, costs, charges, reimbursable expenses or other amounts payable by the City to the Contractor may be readily and accurately determined and verified for each calendar month during the Term of this Agreement. The Contractor shall take such steps as are necessary to maintain such records in accordance with generally accepted accounting practices in Canada.

Such records shall be open to inspection by the City, or its agents, during the Contractor's regular business hours. The Contractor shall be required to retain such records for a period of seven (7) years following expiration or termination of this Agreement.

#### 4.7 **Audit**

The City or its agents shall, from time to time during the Term of this Agreement, and for a period of two (2) years thereafter, during business hours and upon reasonable notice to the Contractor, be entitled to review all or any of the security, quality assurance procedures, accounting or other records and procedures of the Contractor regarding the Services or business relationship between the City and the Contractor affecting any fees, costs, charges, reimbursable expenses or other amounts payable by the City, or any commitments to the City, and to have such records reviewed, audited, inspected or examined by an independent chartered accountant or other auditor or party designated by the City to determine:

- (a) whether the Contractor has accurately recorded events or transactions requiring payments of fees, costs, charges, reimbursable expenses or other amounts by the City, as applicable;
- (b) the status of the provision of the Services; and
- (c) whether the Contractor is complying with the terms of this Agreement.

The costs of any such inspection or audit shall be payable by the City.

#### 4.8 **Acceptance is Not Waiver**

The acceptance by the City, from time to time, of any statement of fees, costs, charges, reimbursable expenses or other amounts delivered by the Contractor or any payment of such amounts based thereon shall not be deemed to be a waiver by the City of any of the Contractor's obligations or the City's rights under this Agreement. However, if the City has not caused an audit or inspection of the Contractor's accounting records or Services for any calendar month to commence within two (2) years of the last day of any such calendar month, the City and the contractor agree that the accounting records and all such amounts paid for that calendar month shall have been deemed to have been made accurately and in full compliance with the provisions of this Agreement.

### **ARTICLE 5 - INFORMATION AND PROPERTY RIGHTS**

#### 5.1 **Confidential Information**

- (a) The Contractor agrees that:
  - (i) all data, information and material of a confidential nature provided or disclosed to the Contractor by or on behalf of the City;
  - (ii) all data, information and material of a confidential nature concerning the City's business, systems, operations, processes, technology, trade practices, products, services, marketing or other strategic plans, suppliers or customers which is obtained by the Contractor in the performance of its obligations under this Agreement;
  - (iii) the Service Results; and
  - (iv) any and all information or material provided to the Contractor by or on behalf of the City which is marked "CONFIDENTIAL";

and all copies thereof (hereinafter collectively called the "**Confidential Information**") are confidential and constitute valuable and proprietary information and materials of the City and



shall be kept strictly confidential, both during and after the Term of this Agreement, and shall only be used for the purpose of providing the Services hereunder. In that regard, such Confidential Information may only be disclosed by the Contractor to those of its officers, employees, agents or subcontractors who have a need to know such information for the purposes of this Agreement and the Contractor shall take appropriate steps, whether by instruction, agreement or otherwise to ensure that such officers, employees, agents and subcontractors keep such information strictly confidential and otherwise comply with the provisions of this Section 5.1.

- (b) No Confidential Information shall be copied or provided or disclosed to any other party without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
- (c) The Contractor acknowledges that it has no interest in the Confidential Information and shall surrender all Confidential Information in its possession or control (including all copies thereof) to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request, and shall thereafter cease all use of the Confidential Information.

#### 5.2 **No Obligation to Disclose**

The City shall have no obligation to disclose to the Contractor any particular data, information or material which is considered by the City to be sensitive or confidential. All data, information or material which is provided to the Contractor by the City shall be and remain the sole property of the Municipality, and shall be returned to the City immediately upon termination or expiration of this Agreement or at any earlier time upon the City's request.

#### 5.3 **Injunctive Relief**

The parties agree that improper disclosure or use of the Confidential Information will cause irreparable harm to the City, which harm may not be adequately compensated by damages. As a result, the parties agree that, in addition to all other remedies the City may have and not in derogation thereof, the City may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use contrary to the provisions of this Agreement.

#### 5.4 **Ownership of Service Results**

- (a) The Contractor agrees that all discoveries, designs, inventions, works of authorship, improvements in any apparatus, device, process, technology or thing, know-how, base materials, research results, data, surveys, maps, plans, schematics, reports (including progress reports referred to in Section 2.5), charges, tabulations, compilations, diagrams, flow-charts, processes, formulae, computer programs, specifications, screen or program layouts, drawings, documents, and notes or materials of any type whatsoever developed, created, conceived of, first reduced to practice or prepared by or on behalf of the Contractor or any officer, employee, agent or subcontractor in performance of the Services either alone or jointly with others (hereinafter collectively called the "**Services Results**") shall be fully and promptly disclosed to the City and shall be the absolute and exclusive property of the City, including any patent, copyright, other intellectual property or other rights of any kind in relation thereto.
- (b) The Contractor hereby assigns, transfers and conveys to the City all of its right, title and interest in and to the Service Results and the Contractor shall promptly execute and do or

cause to be executed and done any and all documents and things necessary or desirable to give effect to the provisions of this Section 5.4, including the execution of a written assignment of all right, title and interest, whether in law or in equity, to the City for any or all of the Services Results, in form acceptable to the City.

- (c) Upon completion of the Services or expiration or termination of this Agreement, whichever is sooner (and from time to time upon request by the City), the Service Results and all copies thereof shall be delivered by the Contractor to the City without demand by the City without demand by the City, together with all supporting materials, explanatory notes and know-how required or reasonably necessary for full and complete disclosure of such Service Results and to enable the City to understand, use and modify the Service Results without assistance. No use may be made of the Service Results by the Contractor other than in connection with the performance of the Services hereunder.
- (d) The Contractor hereby waives absolutely (and shall cause any other persons to waive absolutely) in favour of the City, its successors and assigns, any moral rights the Contractor or such other persons have or may at any time hereafter have in the Service Results.

#### 5.5 **Protection of Rights**

The Contractor shall, at the request and expense of the City, execute or cause to be executed any documents and do or cause to be done all things which may be necessary or desirable to enable the City to file of and prosecute applications for patents, file for and obtain copyright registrations or otherwise protect any of the City's interest in and to the Service Results or any part thereof, in Canada or any other country. The City shall have complete control of and responsibility for the filings and prosecution of applications for patents, copyrights or other registrations in Canada and in foreign countries. The City shall assume all expenditures necessary to prepare and prosecute such applications and maintain or renew any resulting registrations.

#### 5.6 **Records of Contractor**

The Contractor shall make and maintain during the Term of this Agreement, adequate and current written records of all Service Results, which records shall be made available to and remain the property of the City at all times, both during and after the Term of this Agreement.

#### 5.7 **Warranty of Original Work**

The Contractor warrants that all Service Results will be original development by the Contractor, will not infringe any rights of any third parties and will otherwise be free of any claims of third parties, and will be specifically developed for the fulfilment of this Agreement.

#### 5.8 **No Challenge**

The Contractor shall not challenge or deny nor assist any third party in challenging or denying any of the City's rights in and to the Service Results.

### **ARTICLE 6 - TERMINATION**

#### 6.1 **Termination for Default**

The City may forthwith terminate this Agreement by providing written notice of termination to the Contractor, without prejudice to any other right or remedy the City may have, if the Contractor at any time:

- (a) fails to comply with any of the terms or conditions of this Agreement; or
- (b) is adjudged or otherwise becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, if a receiver is appointed for the property of the Contractor, or if the Contractor ceases to carry on business in the normal course;

such termination to be effective on the date such notice of termination is received.

#### 6.2 **Payment upon Termination**

The City shall, in the event of termination of this Agreement, other than pursuant to Section 6.1(a), pay to the Contractor all amounts for completed work due to the Contractor in accordance with this Agreement, less any amounts which may be owing by the Contractor to the City as provided for hereunder. The City shall have no further liability of any nature whatsoever to the Contractor for any losses or damages suffered or sustained, either directly or indirectly, by the Contractor including, without limitation, loss of profit, as a result of the termination of this Agreement.

#### 6.3 **Effect of Termination**

Upon termination or expiration of this Agreement:

- (a) the Contractor shall forthwith return to the City all Confidential Information in written form within its possession or control, together with all copies thereof or, at the City's written direction, destroy all such Confidential Information and provide the City with a certificate confirming such destruction; and
- (b) no further use may be made by the Contractor of the Service Results or any portion thereof, for any purpose whatsoever.

#### 6.4 **Survival of Obligations**

Notwithstanding the expiration or termination of this Agreement for any cause, the provisions of this Agreement regarding payment obligations, indemnities, confidentiality obligations and proprietary rights, and those provisions which are expressly or impliedly intended to survive, shall survive any such expiration or termination and shall remain in force.

### **ARTICLE 7 - INDEMNITY AND INSURANCE**

#### 7.1 **Indemnity**

Notwithstanding any other provision of this Agreement to the contrary, the Contractor shall:

- (a) be liable to the City, its officials, councilors, representatives, agents and employees for any and all losses, costs, damages and expenses (and without limiting the generality of the foregoing, any direct losses, costs, damages and expenses of the City or such persons, including costs as between a solicitor and his own client full indemnity basis) which the City or such persons may pay or incur;

- (b) indemnify and hold harmless the City, its officials, representatives, agents and employees from and against any and all liabilities, claims, suits or actions which may be brought or made against the City or such persons;

as a result of or in connection with:

- (c) the performance of the Services; or
- (d) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement set forth and contained on the part of the Contractor to be fulfilled, kept, observed or performed; or
- (e) any breach of confidentiality on the part of the Contractor or any agent or subcontractor, or employee of the Contractor or any agent or subcontractor; or
- (f) any damage to property (including loss of use thereof) or injury to person or persons, including death resulting at any time therefrom, arising out of or in consequence of the performance of the Services; or
- (g) the failure of the City to withhold any taxes or other amounts in respect of payments made to the Contractor under this Agreement; or
- (h) any suit or proceeding based on a claim that the Service Results or any portion thereof infringes or constitutes wrongful use of any copyright, patent, trademark, trade secret or any other right of any third party;

and the City shall be deemed to be the agent of its officials, representatives, agents and employees in regard thereto.

## 7.2 **Insurance**

The Contractor shall maintain, in full force and effect with insurers licensed in the Province of Ontario, the following insurance:

- (a) comprehensive general liability insurance in respect to the Services and operations of the Contractor for bodily injury and property damage with policy limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence, with the City named as an additional insured with respect to the performance of the Services. Such policy shall include blanket contractual coverage and a cross liability clause, and shall provide for a minimum of thirty (30) days prior written notice to the City upon any cancellation or material change in coverage;
- (b) all risk insurance on any personal property, tools or equipment to be used in performing or providing the Services, to full replacement value;
- (c) standard automobile insurance providing coverage of at least Two Million (\$2,000,000.00) Dollars inclusive for bodily injury and property damage (if the Contractor is required to use a vehicle in the performance of the Services); and
- (d) any other insurance of such type and amount as may reasonably be required by the City.

7.3 **Placement of Insurance**

The aforementioned insurance shall be in a form and with insurers acceptable to the City. Certified copies of the policies shall be provided to the City by the Contractor upon request and evidence of renewal shall be provided to the City prior to the expiry dates of the policies.

7.4 **Deductibles and Duration**

The Contractor shall be responsible for the payment of all premium and deductible amounts relating to the said insurance policies and the Contractor shall maintain the aforementioned insurance until the Services are completed or the Agreement is terminated, whichever is last to occur (or, in the case of Section 7.2(d), for so long as may reasonably be required by the City).

**ARTICLE 8 - GENERAL**

8.1 **Schedules**

The following Schedules attached hereto shall form part of this Agreement and are incorporated herein by reference:

Schedule "A" - Services  
Schedule "B" - Terms of Payment  
Schedule "C" - Special Terms and Conditions

8.2 **Notices**

Any notice provided for or permitted to be given pursuant to this Agreement shall be in writing and shall, except in the event of an interruption in postal service during which time all notices must be personally delivered, be sufficiently given if personally delivered or sent by prepaid registered mail addressed to the party for whom the same is intended to the address for notice for such party as set out in Schedule "C".

Any notice delivered personally shall be deemed to be received when left during normal business hours at the office set forth above and any notice sent by prepaid registered mail shall be deemed to have been received on the third normal delivery day following the posting thereof. Either party shall be entitled to change its address for notice to another existing address by notice in writing to the other. The word "notice" in this Section 8.2 includes any request, statement, report, demand, order or other writing in this Agreement provided or permitted to be given by the City to the Contractor or by the Contractor to the City.

8.3 **Assignment**

The Contractor shall not assign this Agreement or any portion thereof without the prior written consent of the City, which consent may be arbitrarily withheld. Upon any transfer or assignment by the City of this Agreement, the City shall be released from its obligations hereunder. The City may assign this Agreement in whole or in part to any person in the City's sole discretion without notice to the Contractor.

8.4 **Waiver**

The failure of a party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option and no waiver by the City of any provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by the City.

8.5 **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns or approved assigns, as the case may be.

8.6 **No Agency**

Nothing in this Agreement, nor in any acts of the City and the Contractor pursuant to this Agreement, shall be construed, implied or deemed to create an agency, partnership, joint venture or employer and employee relationship between the City and the Contractor, and neither party has the authority to bind the other to any obligation of any kind.

8.7 **Whole Agreement**

The provisions of this Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, letters of intent or understanding, whether written or oral, between the parties with respect to the matters contemplated herein. No terms, conditions, warranties, promises or undertakings of any nature whatsoever, express or implied, exist between the parties with respect to this Agreement except as herein set forth. This Agreement may be amended, changed or modified only by further written agreement between the parties.

8.8 **Partial Invalidity**

If any term, condition or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, condition or provision shall be separately valid and enforceable to the fullest extent permitted by law.

8.9 **Time of Essence**

Time shall be of the essence of this Agreement.

8.10 **Expiration of Time**

In any case where the time limited by this Agreement expires on a Saturday, Sunday or legal holiday in the Province of Ontario, the time limited shall be extended to and shall include the next succeeding day which is not a Saturday, Sunday or legal holiday in the Province of Ontario.

8.11 **Further Assurances**

Each of the parties to this Agreement shall at the request of the other party hereto, execute and deliver any further documents and do all acts and things as that party may reasonably require to carry out the full intent and meaning of this Agreement.

8.12 **Governing Law**

This Agreement shall be governed by the laws in force in the Province of Ontario and the courts of Province of Ontario shall have exclusive jurisdiction with respect to any dispute, matter or thing arising herefrom.

**IN WITNESS WHEREOF** the parties hereto have affixed their corporate seals by the hands of their proper officers.

**CITY OF KENORA**

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Daniel Reynard

\_\_\_\_\_  
Mayor

Per:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Heather Pihulak

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
**[NAME OF CONTRACTOR]**

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

Per:

\_\_\_\_\_  
Signature of Authorized Signing Officer

\_\_\_\_\_  
Printed Name of Authorized Signing Officer

\_\_\_\_\_  
Position of Authorized Signing Officer

## **SCHEDULE "A"**

### **SERVICES**

#### **INSTRUCTIONS:**

*This Schedule should contain a complete and detailed description of the nature and scope of the Services to be provided by the Contractor to the City under this Agreement. The Agreement will not be legally enforceable unless it is readily ascertainable, by reference to Schedule "A", what precisely the Contractor will be required to do. It should be drafted so that a third party who knows nothing at all about the project in question would understand what exactly the Contractor is required to do under the Agreement.*

*In many cases the Contractor has provided the City with a letter of proposal which details the work which will be performed. In such a case, a copy of the letter of proposal could simply be attached to Schedule "A" and incorporated therein by reference - for example:*

*"The services to be provided by the Contractor to the Purchaser are those services described in the Contractor's letter of proposal to the Purchaser dated \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached hereto and incorporated in this Schedule "A" by reference."*

*To the extent the parties have agreed on any changes to the scope of the work as outlined in the letter of proposal, a description of the agreed changes must be included.*



## SCHEDULE "B"

### TERMS OF PAYMENT

Subject to all other terms and conditions of this Agreement, the Purchaser shall pay to the Contractor amounts not to exceed in the aggregate the Agreement Amount, in the following manner:

1. At the beginning of each calendar month an invoice shall be submitted to the City by the Contractor in respect of Services provided during the immediately preceding month. Each invoice shall, in respect of such month:
  - (a) refer to the purchase order number,
  - (b) where applicable, separately identify work performed in Canada and elsewhere and the proportionate allocation of the invoice amount in that regard;
  - (c) identify as separate items any travel and living expenses, and/or any tax, duty or charge separately chargeable to the City (in addition to the Agreement Amount) but only as specified and provided for in Schedule "C"; and
  - (d) identify the number of man-days or hours expended in providing the Services, the applicable rates and charges for the time expended, and a description of the Services performed in that regard.

The Contractor may elect, at its option, to provide the City with one invoice for the whole of the Services to be provided hereunder in place of monthly invoices, provided that all the required information is included in such invoice.

2. Subject to the verification of each invoice by the City and all other terms and conditions of the Agreement (including, without limitation, the Services being satisfactory to the City, the City shall pay the Contractor the amount of each invoice within thirty (30) days of receipt of same.

**SCHEDULE "C"**

**SPECIAL CONDITIONS**

**A. REQUIRED INFORMATION**

*Schedule "C" must contain, as a minimum, the definitions for Agreement Amount (Section 1.1(b)), Commencement Date (Section 1.1(c)) and Completion Date (Section 1.1(d)), as well as the addresses for notice for the City and the contractor (Section 8.2). It should also include the name of the particular Consultant(s) designated to perform the Services, as well as their hourly/daily rate(s).*

*The Agreement Amount should be defined in words and figures (e.g. Five Thousand (\$5,000.00) Dollars) and, when dealing with a U.S. company, should also state whether the amount is in Canadian or US funds.*

*The "Attention" portions of the addresses for notice should refer to titles or positions instead of to particular individuals.*

*The form the clauses should take is as follows:*

1. "Agreement Amount" means the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars in Canadian funds.
2. "Commencement Date" means \_\_\_\_\_, 20\_\_.
3. "Completion Date" means \_\_\_\_\_, 20\_\_.
4. The City's address for notice is:

**CITY OF KENORA**  
1 Main Street South  
Kenora, ON P9N 3X2

Telephone: 807-467-2000  
Fax:

Attention: \_\_\_\_\_

5. The Contractor's address for notice is:

[INSERT ADDRESS AND "ATTENTION"]

6. The following personnel of the Contractor shall perform the Services hereunder:

NAME

TITLE

and shall not be replaced or substituted for except in accordance with the provisions of Section 3.1 of the Agreement.

The fees for the personnel designated to perform the Services hereunder shall be as follows:

<u>NAME</u>	<u>RATE</u>
-------------	-------------

A regular working day will be a minimum of \_\_\_\_\_ hours, and shall include all regular business days of the City.

**B. SPECIAL TERMS AND CONDITIONS**

*Schedule "C" should also contain a detailed description of any special terms and conditions which are to apply. As much detail as possible should be included. Where specific sections of the Agreement are being amended, these should be referred to.*

*The following are examples of special terms and conditions only and may not apply to your particular situation - you must prepare your own Schedule "C" to meet the requirements of your particular arrangement.*

**EXAMPLES:**

1. *Notwithstanding the provisions of Section 4.2 of the Agreement, the following amounts shall be payable by the City to the Contractor or appropriate taxing authorities, as may be applicable, in addition to the Agreement Amount.*

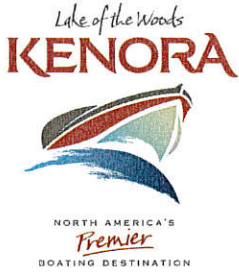
<i>DESCRIPTION OF TAX, DUTY OR OTHER CHARGE</i>	<i>AMOUNT</i>
<i>HST</i>	<i>13% of Agreement Amount</i>

2. *Notwithstanding the provisions of Section 4.2 of the Agreement, the Contractor shall be reimbursed for all reasonable travel and living expenses of the Contractor necessarily incurred in providing and performing the Services in addition to the Agreement Amount, provided that:*

- (a) *all such expenses are pre-authorized by the City in writing;*
- (b) *receipts in respect of all such expenses are provided to the City; and*
- (c) *any such expenses to be reimbursed by the City hereunder shall not exceed, in the aggregate \_\_\_\_\_-(\$\_\_\_\_\_ ) Dollars.*

*Reimbursement of such travel and living expenses is subject to the verification by the City of all amounts claimed by the Contractor and shall be in accordance with the City policies;*

3. *The Contractor shall provide the City with copies of its annual financial statements as the same become available, or upon the request of the City. (Consider using this clause where a long term agreement is contemplated).*
4. *the City hereby consents to the following corporation being retained as a subcontractor for purposes of providing a portion of the services hereunder, as contemplated by Section 3.2 of the Agreement.*



## The Corporation of the City of Kenora Occupational Health and Safety Policy

The Corporation of the City of Kenora is committed to preventing occupational illness and injury in the workplace.

We recognize that an effective health and safety program, as indicated by following acceptable industry practices and compliance with legislative requirements, and communication of that program to all workers, will contribute to a reduced risk of injury or illness to workers.

We further recognize that health and safety is the shared commitment and responsibility of us all. Our program is based on the concepts of the Internal Responsibility System wherein responsibilities and authority for health and safety are delegated from the top down and accountability for performance is required from the bottom up.

The Senior Leadership Team is responsible for establishing health and safety policy and ensuring the development of a health and safety system.

Division Managers are responsible for the development and implementation of health and safety programs in their divisions and for ensuring that their Division Leads are performing their required health and safety responsibilities.

Division Leads and all supervisory personnel are responsible to enforce health and safety rules and regulations and to ensure that their workers have the appropriate training, skills, and qualifications to perform their tasks safely.

Workers are responsible to follow employer and regulatory procedures, use their initiative to reduce risk, and to report unresolved issues to their supervisor.

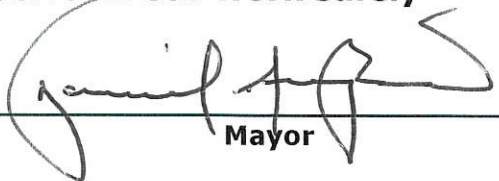
It is the intention of this policy that:

**"No job is so important and no service is so urgent  
that we cannot take the time to perform our work safely"**



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Chief Administrative Officer



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Mayor

Approved by Municipal Council on March 16, 2021

## Health and Safety Responsibilities - Contractors

<b>Section</b> Health and Safety Policies	<b>Date</b> March 19, 2012	<b>Approved by</b> <b>By-law Number:</b> 27-2012	<b>Page</b> 1	<b>Of</b> 4
<b>Subsection</b> Responsibilities and Accountabilities	<b>Supersedes By-law Number:</b> 105-2011		<b>Policy Number:</b> HS-05	

### **PURPOSE**

It is the policy of the City of Kenora to require that the provisions of the Occupational Health and Safety Act (Act) and applicable Regulations are complied with:

- where the City of Kenora contracts the performance of work or services (non-construction); and
- where the City of Kenora contracts a “constructor” (as defined in section 1 of the Act) to undertake a project (construction).

The purpose of these requirements is to ensure that all reasonable precautions are taken:

- for the protection of workers; and
- so that the City of Kenora is duly diligent in their duties and responsibilities under the Act.

### **RESPONSIBILITY**

#### **Contract Personnel**

Contract personnel are responsible to:

- comply with the requirements of this policy and guideline;
- use their training, knowledge and experience to protect the health and safety of themselves and others;
- report to their supervisor the absence of, or defect in any protective equipment or device; and
- report to their supervisor, any circumstances or conditions that may limit their ability to comply with the requirements of this policy and guideline.

#### **Contractors**

Contractors are responsible to:

- enforce and comply with the requirements of this policy and guideline;
- and
- ensure that their workers are aware of this policy and guideline.

#### **Supervisors (Both City of Kenora and Contract Personnel)**

Supervisors are responsible to ensure that:

- contract personnel (non-construction) work in compliance with the requirements of this policy and guideline;

## Health and Safety Responsibilities - Contractors

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- contract personnel (non-construction) are aware of the requirements of this policy and guideline;
- protective equipment and devices required to carry out the requirements of this policy and guideline are provided; and
- protective equipment and devices that are provided are maintained in good condition.

### **Management**

Managers are responsible for ensuring all City of Kenora operations are in compliance with applicable legislation and the requirements of this policy and guideline.

### **PROCEDURE**

#### **General**

All contractors are required where applicable, to provide to the City of Kenora upon request the following:

- WSIB certificate of clearance;
- third party liability insurance (minimum \$2 million);
- where applicable, federal, provincial and municipal licensing, certification, notification, inspection and approvals;
- occupational health and safety policy and program;
- applicable training documentation for supervisors and workers as specified by The City of Kenora;
- hazardous materials and designated substance inventories; and
- records of health and safety violations and convictions under the Act.

#### **Service Contractors (Non-construction)**

In addition to the duties and responsibilities imposed on contractors under the Act, service contractors will ensure:

- the applicable requirements of the City of Kenora's health and safety program are communicated to, understood by and complied with by the workers of the contractor;
- the measures and procedures required by the Act and Regulations (applicable to the work) are carried out;
- appropriate documentation of instruction and communication are maintained and available for review by the City of Kenora; and
- any and all other precautions deemed necessary by the City of Kenora for safeguarding workers, equipment and property are carried out.

## Health and Safety Responsibilities - Contractors

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The City of Kenora will gauge contractor compliance with these requirements, and reserves the right to terminate services' contracts for any and all violations.

Contractors (and their workers) are required to attend any and all safety related meetings as deemed appropriate by the City of Kenora.

### **Project Contractors (Construction Projects)**

In addition to the duties and responsibilities imposed on contractors (who undertake a construction project for the City of Kenora) under the Act, contractors will ensure:

- the City of Kenora's health and safety requirements for contractors (construction) are incorporated into the project health and safety program;
- a project hazard assessment review is conducted, prepared and submitted to the City of Kenora which includes;
  - analysis and evaluation of hazards;
  - application of controls;
  - instruction and information provided to supervisors and workers regarding hazards;
  - hazardous materials inventory;
  - operational, maintenance and emergency procedures specific to the project assessment; and
  - training in the necessary procedures;
- a written health and safety policy is available, posted and communicated to all workers on the project;
- a project safety program is developed and implemented that details how the contractor will ensure compliance with subsections 23(1), 25(1) and 25(2) of the Act;
- a designated safety representative coordinates health and safety on the project; and
- the designated safety representative attends a project pre-meeting with representatives of the City of Kenora.

### **Equipment**

The contractor is responsible to provide, maintain and ensure that all equipment necessary, including personal protective equipment, is properly used or worn for the duration of the work.

All equipment used by the contractor shall conform to the manufacturer's specifications and comply with all applicable legislation. The City of Kenora reserves the right to prohibit the use of any equipment, methods or practices that do not conform to acceptable standards. Equipment shall be removed from the City of Kenora's premises immediately upon completion of the work.



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### **TRAINING**

All City of Kenora personnel involved with contracting of work will be made aware of the contents of this policy. All training will be documented.

### **REFERENCES**

Occupational Health and Safety Act (Ontario) – Section 23  
Wrokwel Core Health and Safety Audit – Element 2.1 (i) and (j)



City of Kenora  
Contractor Safety Program



## City of Kenora Contractor Safety Program

### Introduction

The City of Kenora is committed to the health and safety of all of our employees, and expects the same commitment from each contractor to their own employees.

The City of Kenora has developed this program for use by all contractors who perform work or provide services on City of Kenora premises. Contractors include all on-site service providers, construction contractors and all sub-contractors. Outside carriers, delivery, or pick-up personnel are generally not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will go beyond the routine delivery or pick-up of commodities at approved points within the City of Kenora. Outside Trainers or Consultants generally are not required to complete the Contractor Safety Program requirements unless the scope of the service that they provide will include health and safety hazards.

This program does not cover all of the site-specific or even project-specific health and safety issues that may arise. This program is by no means meant to be all inclusive of the requirements of the *Occupational Health and Safety Act* (hereinafter referred to as the *Act*) or any other applicable legislation.

### The Contractor Safety Program consists of three elements:

#### 1. The General Workplace Safety Requirements for Contractors

This section is a compilation of the specific information that Contractors need to know before and be aware of during the performance of work for the City of Kenora in order to ensure compliance with the program. Not all information in this section applies to all contractors. It is up to individual contractors to review this section and understand the applicable sections based on the work or service that they will be providing to the City of Kenora.

#### 2. Contractor Declaration and Documentation Requirements Checklist

Prior to performing work for the City of Kenora, all new contractors must complete the Contractor Declaration and submit the documentation required as outlined on the form to the City Representative. The declaration must be signed by a representative of the Contractor who has the authority to commit the Contractor to comply with the General Workplace Safety Requirements for Contractors.

#### 3. City of Kenora Contractor Orientation Checklist

It is the Contractor's responsibility to review the General Workplace Safety Requirements for Contractors document with their employees.

Prior to work commencing, the City Representative must complete the orientation checklist with the Contractor. This session will outline the site specific hazards, and emergency and reporting procedures.



## City of Kenora Contractor Safety Program

### City of Kenora

#### General Workplace Safety Requirements for Contractors

1. Unless explicitly referenced elsewhere in contract documentation, the Contractor will be designated as the Constructor, as defined by the *Act*, for the purposes of construction project work. As Constructor the Contractor will assume all of the responsibilities as set out in the *Act* and its regulations and shall enforce strict compliance therewith.
2. The Contractor must have an Occupational Health and Safety Policy and a program to implement that policy.
3. The Contractor shall ensure that work is conducted in a safe manner consistent with the intent of the *Act*, and any other Act, regulation, or by-law. Violations of any such legislation may result in the Contractor being removed from the project.
4. The Contractor shall appoint a person to supervise the work and that person shall be a *competent person*, as defined by the *Act*. The Contractor shall provide documentation to the City's Representative as evidence of the individual's competence. This could include training records or other such documentation as may be appropriate.
5. During the execution of the work, the Contractor shall ensure that:
  - a) worker safety is given first priority in planning, pricing, and performing the work;
  - b) its officers and supervisory employees have a working knowledge of the duties of a constructor and employer as defined by the Act and the provisions of the regulations applicable to the work, and a personal commitment to comply with them;
  - c) a copy of the most current printing of the Act and applicable regulations are available at the Contractor's office within the working area or, in the absence of an office, in the possession of the supervisor responsible for the performance of the work;
  - d) workers employed to carry out the work must possess the knowledge, skills, and protective devices required by law or recommended by a recognized industry association to allow them to work safely;
  - e) its supervisory employees are competent person as defined by the Act and they carry out their duties in a diligent and responsible manner with due consideration for the health and safety of the workers;
  - f) all subcontractors and their employees are properly protected from injury and illness while they are at the workplace.
6. Where required by the Act and its regulations, the Contractor shall register the project with the Ministry of Labour's Construction Health and Safety Branch prior to starting work on the site. The Contractor shall pay all registration fees. A copy of the registration must be posted in a visible location at the site, and submitted to the City's Representative before starting work on site.
7. The Contractor shall have a written emergency plan, which includes a process for addressing critical injuries, accidents, and incidents as required by sections 51, 52, and 53 of the Act/ The plan must be readily available. If work is on a project, the emergency plan shall be posted on site prior to any work commencement.
8. Where required, the contractor shall provide a telephone, appropriate first aid facilities, eye wash stations and any other measures required for emergency use as identified in the emergency plan.



## City of Kenora Contractor Safety Program

9. The contractor shall conduct regular workplace inspections in accordance with the Act. The contractor must immediately address any preventive or corrective measures required to maintain site safety.
10. The contractor shall, throughout the course of the work, make the City's representative aware of all accidents/incidents that occur involving the contractor or the contractor's employees.
11. The City's representative will stop the work immediately for any violation of the Act or regulations that they become aware of. The contractor shall not resume the work until any such violation has been rectified.
12. The contractor shall be responsible for any delay in the progress of the work due to a violation of legislated requirements or City health and safety requirements of which the contractor has been advised, and shall take the necessary steps to avoid delay in the final completion of the work without additional cost to the City.



## City of Kenora Contractor Safety Program

### Declaration

I have received and read the "City of Kenora Contractor Safety Program". As the owner or authorized representative of the contracted services, I understand that I am fully responsible for ensuring that all of our employees, subcontractors, and visitors comply with all necessary rules and regulations outlined therein and with all applicable regulations made under the Occupational Health and Safety Act.

Name: \_\_\_\_\_

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

Company Name: \_\_\_\_\_

Witness: \_\_\_\_\_



## City of Kenora Contractor Safety Program

### Contractor Document Requirements

The documentation required from the contractor will be dependent on the scope of the work to be performed. Prior to commencement of work the contractor will be advised as to which of the following documentation will need to be provided to the City of Kenora Representative for review. This list is not intended to be all inclusive and additional documentation may be requested at the discretion of the City of Kenora Representative.

- Contractor Safety Policy
- Certificate of Liability Insurance
- Valid WSIB Clearance Certificate
- Certificate of Personal Disability Coverage
- Supervisor's Name and Phone Number
- Contractor's List of First Aiders
- Contractor's Emergency Contact Numbers
- Training Records Supporting Competency of Supervisor
- Approved Registration Form (As per Section 5 of O. Reg. 213/91)
- Notice of Project Form if Required (As per Section 6 of O. Reg. 213/91)
- Generator Registration Number (if removing hazardous waste)

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City Representative Name

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Owner of the Contracted Services

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Signature of City Representative

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Signature of Owner



## City of Kenora Contractor Safety Program

### Contractor Initial Orientation

Prior to any "work" being done by the contractor, an initial orientation must be held. The City Representative shall conduct this orientation. Work must never begin before the orientation has taken place and information is conveyed to all contractor employees. If all contractor employees are not present for the orientation, it is the responsibility of the Contractor Representative to convey this information to the contractor employees.

Where there is an established scope of work, location, conditions, hazards, and they will not change during a twelve-month period, then a yearly orientation can be held.

The City's Representative is to review and check off the following items with the contractor:

- Inform the contractor of the Health and Safety hazards or requirements of the area in which they will be working. The contractor site supervisor (or appropriate designate) is responsible to convey this information to all contract personnel working on the project or job.
- The City of Kenora emergency procedures and evacuation procedures as they apply to the work being performed.

\_\_\_\_\_  
City Representative Name

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
City Representative Signature

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date





## City of Kenora Contractor Safety Program

### **Appendix**

Internal Procedures for Hiring Contractors



## City of Kenora Contractor Safety Program

The City of Kenora is committed to the health and safety of all our employees and expects the same commitment from each contractor to their own employees.

A City representative is the point of contact for the contractor while performing work for the City of Kenora.

### **Definitions (from the Occupational Health and Safety Act)**

Competent person means a person who:

- (a) is qualified because of knowledge, training and experience to organize the work and its performance,
- (b) is familiar with this Act and the regulations that apply to the work, and
- (c) has knowledge of any potential or actual danger to health or safety in the workplace.

Construction includes erection, alteration, repair, dismantling, demolition, structural maintenance, painting, land clearing, earth moving, grading, excavating, trenching, digging, boring, drilling, blasting, or concreting, the installation of any machinery or plant, and any work or undertaking in connection with a project but does not include any work or undertaking underground in a mine.

Maintenance vs. Construction – According to the Ministry of Labour’s Construction vs. Maintenance Policy, contract work is considered construction if the contract activities are mentioned in the definition of construction and are performed on objects mentioned in the definition of project. Those construction activities not performed on objects mentioned in the definition of project would be considered maintenance and would be covered by the industrial regulations. For example, an alteration, repair, or dismantling performed on a building, bridge, or structure, is construction, whereas the same activities carried out on machinery or equipment would be maintenance. Similarly, structural maintenance and installations are considered to be construction, whereas routine plant maintenance is considered to be maintenance.

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.

Employer means a person who employs one or more workers or contracts for the services of one or more workers and includes a contractor or subcontractor who undertakes with an owner, constructor, contractor, or subcontractor to perform work or supply services.

Owner includes a trustee, receiver, mortgagee in possession, tenant, lessee, or occupier of any lands or premises used or to be used as a workplace, and a person who acts for or on behalf of an owner as an agent or delegate.

Project means a construction project, whether public or private, including;

- (a) the construction of a building, bridge, structure, industrial establishment, mining plant, shaft, tunnel, caisson, trench, excavation, highway, railway, street, runway, parking lot, coffer dam, conduit, sewer, water-main, service connection, telegraph, telephone or electrical cable, pipe line, duct or well, or any combination thereof,



## City of Kenora Contractor Safety Program

- (b) the moving of a building or a structure, and
- (c) any work or undertaking, or any lands or appurtenances used in connection with construction.

Supervisor means a person who has charge of a workplace or authority over a worker.

Worker means a person who performs work or supplies services for monetary compensation but does not include an inmate of a correctional institution or like institution or facility who participates inside the institution or facility in a work project or rehabilitation program.

Workplace means any land, premises, location or thing at, upon, in or near which a worker works.

### Procedure

For all contracts for services:

- Determine the nature of the work
- Determine the health and safety hazards, and
- Classify the contract work.

a) A construction project that has significant health and safety hazards. Examples would include but are not limited to construction of a community centre, renovations, replacement of a boiler and other major equipment.

b) Maintenance with significant health and safety hazards. Examples would include but are not limited to window washing, annual inspection of roof top anchors, replacement of heating coils, or electrical repairs.

c) No significant health and safety hazards. Examples would include but are not limited to photocopier maintenance and using external training consultants.

For tender contracts it will be the responsibility of the department issuing the tender to obtain the required information from the contractors. For contracts that are not tendered, the City Representative will be responsible for obtaining this information.

For the contracts classified with health and safety hazards, those contractors must be given a copy of the City of Kenora Contractor Safety Program. The contractor must complete the Contractor declaration portion of this document and provide the City's Representative with the required documentation prior to the work commencing.

At the beginning of the work the City's Representative will be responsible to provide the contractor with the appropriate orientation which will include;

- Identification of all known hazards
- A walk through of the work area, and
- Locations of all emergency exits and the procedure for evacuation. (If applicable to the work being performed.)

If at any time a contractor is observed performing work unsafely or contrary to the Act or regulations this must be addressed immediately. The contractor must be made to stop what they are doing and the contractor will not resume the work until such contraventions have been rectified.