



Mackenzie Vaughan Hospital Project

PCL CONSTRUCTORS CANADA INC.
Construction Terms & Conditions
NIC/MES (ASE) Equipment



CONSTRUCTION LEADERS

Rev. 00, Issued to MH on February 16, 2017
Rev. 01, Issued to MH on April 27, 2017
Rev. 02, Issued to MH on April 28, 2017
Rev. 03, Issued to MH on August 3, 2018

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- 1.** A010 - Site Plan
- 2.** PCL-005 MVH Construction Site Plan
- 3.** Site Specific Health, Safety & Environment Manual
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Part A

PCL SPECIFIC
INSTRUCTIONS TO VENDORS

1.0 GENERAL

- 1.1** Wherever the term MVH is used in this package, it shall mean the Mackenzie Vaughan Hospital.
Wherever the term MH is used in this package, it shall mean Mackenzie Health.
Wherever PCL is used in this Proposal Package, it shall mean PCL Constructors Canada Inc.
Wherever PHV is used in this Proposal Package, it shall mean Plenary Health Vaughan.
- 1.2** PCL CONSTRUCTORS CANADA INC. (PCL) is contracted to Plenary Health Vaughan and is acting as the design-builder for the Project.

2.0 DELIVERY INFORMATION

- 2.1** Intentionally Deleted.
- 2.2** A final detailed schedule of delivery and installation will follow the Works Schedule at the time of award.
- 2.3** The Successful Vendor shall be responsible for all material handling devices required to unload to the final room location.
- 2.4** Intentionally Deleted.
- 2.5** Intentionally Deleted.

3.0 INSURANCE

3.1. Project Specific Coverage

Until the substantial completion date of the project, Project Co shall, at its own expense, obtain and maintain, exclusively through the Infrastructure Ontario Construction Insurance Program (IOCIP) the following insurances:

3.1.1. All Risks Course of Construction (Builders' Risk) Property

- (a) All Risks Course of Construction (including and boiler and machinery) insurance equal to the estimated completed project value of the Facility, including Property of Every Description, all Equipment and all other property supplied by Mackenzie Health or Mackenzie Health Parties for incorporation into the Facility.
- (b) Named Insured includes Project Co, Lenders, Lender's Agent, the Construction Contractor, Vendors, sub-Vendors, consultants and sub-consultants, Mackenzie Health, Infrastructure Ontario and the City of Vaughan as their respective interests may appear.

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- (c) This insurance shall cover the full insurable replacement cost of the Works including cold and hot testing/commissioning, of Boiler and Machinery equipment, including HVAC, Soft Costs, with no early occupancy restrictions.
 - (d) This coverage shall be primary with respect to the Facility without right of contribution of any insurances carried by Mackenzie Health, Infrastructure Ontario or the Lenders.
 - (e) This insurance shall include the following principal extensions:
 - (i) replacement cost valuation (property) and most recent technology replacement cost valuation (equipment or machinery)
 - (ii) property while in transit;
 - (iii) flood (to policy limit with annual aggregate);
 - (iv) natural or man-made earth movement including earthquake, landslide or subsidence (to policy limit with annual aggregate);
 - (v) electronic data processing equipment and media, including data restoration and re-creation costs;
 - (vi) unnamed locations
 - (vii) by-laws including demolition, increased cost of repairs and replacement (subject to sub-limit)
 - (viii) firefighting expenses (minimum \$10 million sub-limit);
 - (ix) debris removal (minimum \$15 million sub-limit);
 - (x) off premises services (\$15 million per sub-limit);
 - (xi) contamination clean-up or removal (minimum \$1 million sub-limit)
 - (f) This insurance has a \$25,000 property damage deductible per occurrence, except for 3% of the loss value (\$100,000 minimum) with respect to Earthquake.

3.1.2. Wrap-Up Commercial General Liability and Non-Owned Automobile Liability

- (g) “Wrap-up” Commercial General Liability insurance and Non-Owned Automobile Liability insurance covering all construction operations on an occurrence basis against claims for Bodily Injury (including death), Personal Injury, Property Damages (including loss of use), and including Products and Completed Operations Liability extension for a period of not less than (24) twenty-four months, effective from the date of Substantial Completion of the Works. Insureds include Project Co. and its affiliates, Mackenzie Health, Infrastructure Ontario, the Lenders, Project Co. parties involved in the Works, including all other contractors, Vendors, sub-Vendors, suppliers while working on site,

tradesmen while working on Site, engineers, architects, consultants and sub-consultants (other than for professional liability), others as Additional Insureds, as may be required from time to time, arising from all operations and activities pertaining to the Works and the control and use of the Site. Limit of Liability shall be not less than \$100 million per occurrence, and in the annual aggregate with respect to Broad Form products and Completed Operations. The maximum deductibles are \$25,000 per occurrence and \$100,000 per claim with respect to Contractors Rework.

- (h) Coverage shall be maintained continuously from the date of the first activities at the Site, until the Substantial Completion of the Works, at which time the Products and Completed Operations extension will take effect.

This coverage shall be primary with respect to the Facility without right of contribution of any insurance carried by Mackenzie Health, Infrastructure Ontario, MOHLTC or the Lenders.

- (i) This insurance shall include the following principal extensions:

- (i) Owner's and Contractor's Protective;
- (ii) Blanket Contractual (written and oral)
- (iii) Direct and Contingent Employers Liability;
- (iv) Employee Benefits Administrative Errors and Omissions;
- (v) Personal Injury (nil participation);
- (vi) Cross Liability and Severability of Interest with respect to each insured party;
- (vii) Blasting, demolition, excavating, under-pinning, pile driving, shoring, caisson work, work below ground surface, tunneling grading, and similar operations associated with the works, as applicable;
- (viii) Elevator and Hoist Collision Liability;
- (ix) Non-Owned Automobile Liability;
- (x) Tenant's Legal Liability (All Risks) – subject to sub-limit;
- (xi) Medical Expenses – subject to sub-limit;
- (xii) Broad Form Property Damage
- (xiii) Broad Form Completed Operations
- (xiv) Accident Benefits

3.1.3. Project Specific Pollution (combined Contractors' Pollution Liability and Pollution Legal Liability)

- (a) Pollution Liability Insurance covering third party bodily injury, property damage consequential loss or damage, including clean-up and restoration costs, both at the Site and off-site, as required.
- (b) Extended Reporting Period: Minimum of (36) thirty-six months after Substantial Completion of the Works.
- (c) Named Insureds include Project Co. and its affiliates, Project Co. parties and all other parties engaged in the Works, including the Construction Contractor, Vendors, sub-Vendors, consultants and sub-consultants.
- (d) Mackenzie Health, Infrastructure Ontario, MOHLTC, the Lenders and the City of Vaughan will be identified as Additional Insureds.
- (e) Minimum \$15 million limit per claim and in the aggregate for all claims, inclusive of defense and all costs and expenses.
- (f) Maximum deductible \$100,000 per claim inclusive of defense and all costs and expenses
- (j) This insurance shall include the following principal extensions:
 - (i) Hazardous Substances occurring at or emanating from the facility or site during the Policy Period;
 - (ii) Microbial Matter (including fungus/mould);
 - (iii) Underground/above ground storage tanks;
 - (iv) First party restoration and clean-up costs;
 - (v) Disposal site extension, including transportation (reporting required);
 - (vi) Duty to defend;
 - (vii) Contractual Liability;
 - (viii) Emergency Response Costs.

3.1.4. This coverage shall be primary with respect to the Facility without the right of contribution of any insurance carried by Mackenzie Health, Infrastructure Ontario or the Lenders.

3.1.5. Vendors are responsible for paying insurance deductibles and uninsured losses as applicable to their operations for all of the above IOCIP insurance coverages.

3.2. Intentionally Deleted.

4.0 COLLECTIVE AGREEMENTS

4.1. The Successful Vendor shall comply with the provisions of PCL's collective agreements and indemnify PCL for any damages, costs and expenses incurred by PCL in respect of failure of the Successful Vendor to comply with any part of these collective agreements.

4.2. All forces used on site by the Successful Vendor must be unionized contractors in good standing with local agreements. PCL is signatory to the following unions: Labourers Local 506, Carpenters Local 27/675, Operating Engineers Local 793, Ironworkers Local 721, Bricklayers Local 2, Plumbers and Pipefitters Local 46.

5.0 PERMITS

5.1 The Building Permit will be obtained and paid for by PCL.

5.2 If required, the Vendor shall obtain and pay for all other permits required to complete the work of this RFP Package.

6.0 OTHER CONTRACTS

6.1. Separate Subcontracts are being awarded for other parts of the Work of the Project. Vendors shall be fully knowledgeable of the work of other parts of the Work wherein work of this Contract is affected. The Successful Vendor shall co-operate, co-ordinate and interface work of this RFP Package with work of all other Contracts for the Project.

7.0 PROTECTION

7.1. Each Vendor shall be responsible for the protection of all work, material and equipment of other contractors and MH's property from the performance of the vendors work during the performance of this Equipment Purchase and Service Agreement. Any damage and subsequent costs resulting from failure to comply with this requirement is the complete responsibility of the Vendor.

8.0 SUPERVISION

8.1. Each Successful Vendor shall employ a competent supervisor and necessary assistants who

shall be in attendance at the place of work while work is being performed.

- 8.2.** Each Successful Vendor's supervisor will be required to attend site co-ordination meetings as requested by PCL.
- 8.3.** Further, each PCL area superintendent will conduct weekly Vendor coordination meetings. This Successful Vendor to have their corresponding area superintendent/foreman attend these meetings.
- 8.4.** Each Successful Vendor's supervisor will perform quality control inspections at all stages of construction. PCL will backcharge for any supervision provided on behalf of the trades should they fail to have adequate supervision.

9.0 SAFETY

- 9.1.** All Successful Vendors will be responsible for health and safety of their workers as regulated by Federal, Provincial and Municipal Acts and Regulations.
- 9.2.** Each Successful Vendor's operations shall comply with the Ontario Building Code & Ontario Health & Safety Act concerning safety applicable to the project and Safety Standards and Rules established during the progress of the work.
- 9.3.** PCL's Safety Policy shall be complied with by all Successful Vendors during the course of the Project.
- 9.4.** The Successful Vendor will be responsible to submit safety documents to PCL while working on site. Refer to part B, the safety documents package.
- 9.5.** PCL's Safety Policy includes the mandatory use of hard hats, safety boots, safety glasses & reflective vests by all Successful Vendors while on the project site. It is the Successful Vendor's responsibility to provide the necessary PPE to workers in their employ. Refer to Part B, Reference Materials - Project Specific Health, Safety & Environment Plan.

10.0 SIGNS

- 10.1.** Successful Vendors will not be permitted to erect or display signs of any nature unless approved in writing by PCL.

11.0 HOARDING AND BARRIERS

- 11.1.** PCL will supply, install and maintain during the course of the work, temporary barriers and overhead protection including lighting for safety purpose if required, all in compliance with the requirements of authorities having jurisdiction.
- 11.2.** Supply, installation and removal of temporary handrails necessary to facilitate the Vendor's work are the responsibility of the Successful Vendor.

12.0 LAYOUT

- 12.1.** PCL will establish and maintain reference lines and permanent bench marks for the use of all Successful Vendors. Not less than two (2) such bench marks will be established in widely separated locations on site.
- 12.2.** PCL will transfer the bench marks and reference lines to each floor and will provide lines and dimensional reference points as required for the information and guidance of all Successful Vendors.
- 12.3.** Each Successful Vendor will be responsible for the detailed layout of his work, levels, dimensions or alignments. Should any error appear on the position, level, dimensions or alignment of any part of the work, the Successful Vendor shall, at his own expense, rectify such error to the satisfaction of PCL and the Consultant. PCL may from time to time check the detailed layout of any portion of the work, but this shall not relieve the Successful Vendor of his responsibility for the accuracy of his layout.
- 12.4.** The Successful Vendor shall preserve all bench marks and reference points used in setting out the work.

13.0 SNOW REMOVAL

- 13.1.** PCL shall provide snow removal for general access areas located at Grade Level only. Other snow removal to allow the Successful Vendors to continue with their work will be the responsibility of each Successful Vendor.

14.0 CLEAN UP / HOUSEKEEPING

- 14.1.** Each Successful Vendor shall be responsible for the cleanup and removal of all rubbish and surplus material associated with his work. Removal of bulk garbage other than general clean up from the work site is the responsibility of each Vendor. As this is a LEED® Silver project, 75% of construction waste must be diverted from landfill. Each Successful Vendor shall provide documentation as required to satisfy this LEED requirement. Clean-up is to be scheduled and carried out to the satisfaction of PCL's Project Superintendent
- 14.2.** Should any Successful Vendor repeatedly fail or refuse to perform their own clean up, PCL shall perform this work after twenty four (24) hours notice and all costs shall be assessed to the Successful Vendor's account.
- 14.3.** At completion of the work, each Successful Vendor shall remove all tools, equipment, machinery, storage sheds, temporary protection and surplus material leaving the project clean and ready in a timely manner.
- 14.4.** Each Successful Vendor shall be responsible for cleaning up during and after installation of their materials, and shall leave areas in a broom clean condition daily. Each Successful Vendor shall, at all times, assemble and remove their bulk debris from site. Each Vendor shall, upon request of PCL, remove excess debris from the work area within four (4)

15.0 FINAL CLEAN UP

- 15.1.** Each Successful Vendor shall be responsible for the final clean up associated with his work. This shall be completed to the satisfaction of PCL.

16.0 TEMPORARY FACILITIES

- 16.1** The Project Site has limited storage and unloading area. Each Successful Vendor will be required to package materials to suit site conditions and also schedule and co-ordinate with PCL all material deliveries to Project Site. Restrictions to trucking size and frequency may be imposed by PCL during certain phases of the work.
- 16.2** Temporary water supply will be provided on site by PCL at specific locations. Each Successful Vendor shall provide necessary hoses and fittings required to bring water to their areas of work. Each trade is responsible for supplying drinking water for their personnel at their location of work.
- 16.3** Temporary toilet services will be provided at various locations throughout the project by PCL for use of Vendor's forces.
- 16.4** Each Successful Vendor shall include for all tools, equipment, ladders, scaffolds and all other equipment necessary to perform their work.

17.0 TEMPORARY POWER

- 17.1** Temporary power service (110/208 volts) will be provided by PCL.
- 17.2** PCL will provide, on each floor of the building, temporary power panels for use of hand tools. Successful Vendors will be required to provide their own extension cords, wiring, leads and connecting devices to carry power from the service panel to the areas of work.
- 17.3** Sufficient power capacity may be available at the Main Electrical Power Centre for any Successful Vendor's special power requirements (location will be available upon request). Successful Vendors drawing power from the Main Electrical Power Centre will be required to provide their own cables, wiring, leads, transformers and connecting devices to carry power from the Main Electrical Power Centre to their areas of work. This request must be provided at time of tender.
- 17.4** The use of electric welders will not be permitted.

18.0 DRAWING REPRODUCTION

- 18.1** Vendors and Successful Vendors will be responsible for their own drawing reproduction. Access to drawings and proposal documents will be available electronically through request to MH.

19.0 WORKS SCHEDULE

- 19.1** Successful Vendors shall comply with the schedule set forth in the RFP documentation. All additional costs associated with labour, expediting material and equipment to maintaining the schedule will be the responsibility of this Successful Vendor inclusive all premium and additional labour required to complete the work in accordance with the drawings, specifications and the Agreement.

20.0 GENERAL REQUIREMENTS

- 20.1** Intentionally Deleted.
- 20.2** Successful Vendor is bound by all project drawings and specifications issued with this RFP. It is the responsibility of this Successful Vendor to review the current document list and ensure their familiarity with the work required for their scope, and the work performed by other contractors.
- 20.3** Successful Vendor work shall conform with a local, regional, municipal, provincial and federal regulations, codes and laws pertaining to your scope of work.
- 20.4** The Successful Vendor shall provide all necessary design and installation of seismic restraints in accordance of applicable regulations for a Post Disaster building. All Seismic Restraints will be designed and stamped by an Engineer licensed to practice in the province of Ontario. All costs to be borne by the Successful Vendor.
- 20.5** All Work to be performed in accordance with CSA Z317 Infection control during construction, renovation, and maintenance of health care facilities.
- 20.6** The Successful Vendor recognizes that MH is working towards minimizing patient and MH staff exposure to latex in order to reduce adverse reactions and to promote a latex safe environment. In order to support this objective, the Successful Vendor shall continuously provide MH with the following information, whether:
- a) the Equipment contains any latex;
 - a) the packaging of the Equipment contains any latex; and
 - b) the Equipment indicates on the smallest unit packaging if there is latex in the Equipment or if it is latex free;
- 20.7** PCL will not be responsible for the theft or damage of trades equipment or materials. Lock ups may be allowed in designated areas.
- 20.8** Limited amount of parking will be made available on site and will be on a first come first

serve basis.

- 20.9** Material handling and access plans will be provided to the Successful Vendor. Coordination and deliveries on site will be made via PCL.
- 20.10** Lay down and storage locations will be provided as directed by PCL's superintendent. This includes but not limited to fuel storage, bulk materials etc.
- 20.11** Successful Vendor shall be responsible for supplying drinking water for their own forces.
- 20.12** Successful Vendor shall be responsible for all task lighting for the performance of their work.
- 20.13** If required, the Successful Vendor will provide a site trailer or office and place it in an area designated by the PCL superintendent. Vendor is responsible for all hook-ups. The Successful Vendor shall equip trailer with all items per PCL's Safety Plan.
- 20.14** Successful Vendor shall provide qualified flagmen(s) for all deliveries or movement of vehicles on site to direct their traffic and ensure safe passage of construction vehicles entering both outside and within the building interiors.
- 20.15** Successful Vendor shall coordinate all work with the PCL superintendent. Sequencing of work including priority works to be as directed by PCL superintendent.
- 20.16** Please note that all project drawings & specifications may not have been issued to Vendors with this RFP. Access to drawings and proposal documents will be available electronically through request to MH. Successful Vendors will be bound to all project documents, drawings, specifications, whether or not documents have been issued to Vendors as part of this pricing package.
- 20.17** Vendor shall be solely responsible for satisfying itself concerning any physical conditions or circumstances relating to the performance of the Work, which can be reasonably inferred from drawings provided concerning the accuracy and reliability of any information set out in any plan, specification, drawing or other document that is provided in connection with the work.
- 20.18** All work to be coordinated with the PCL. Sequencing of work including priority works to be as directed by PCL.
- 20.19** Provide information to PCL to achieve waste management LEED credits. Waste separation and reporting at approved waste recycling facility must be provided to PCL.
- 20.20** Ensure that any workers operating any equipment (eg. pallet trucks) have received and can provide proof of training on specific equipment upon request.
- 20.21** Harassment will not be tolerated and will be cause for immediate dismissal from the site.

20.22 Protective eye wear as well as CSA approved foot ware and hardhats are mandatory on this project & must be worn at all times, by all people entering the construction site.

20.23 All Goods must comply with all applicable CSA standards. In particular, electrical equipment must be approved to the relevant Canadian standards for electrical safety by a testing agency that is accredited by the Standards Council of Canada.

20.24 Intentionally Deleted.

20.25 Intentionally Deleted.

21.0 DRAWINGS AND SUBMITTALS

21.1 Intentionally Deleted.

22.0 INSTALLATION AND COMMISSIONING PLANS

22.1 Intentionally Deleted.

23.0 ACCEPTANCE TESTING

23.1 Intentionally Left Blank.

24.0 TRAINING

24.1 Intentionally Left Blank.

25.0 ICAT (Information Communication and Automation Technology) Requirements

25.1 Intentionally Deleted.

Part B

REFERENCE MATERIALS