MEMORIAL UNIVERSITY

DEPARTMENT OF FACILITIES MANAGEMENT

OPEN CALL FOR BIDS

FOR

PAINTING,
PLASTERING &
RELATED REPAIRS

Request for Open Call Number: **TFM-044-26**

Issued: **Thursday, September 1, 2026**

Submission Deadline: **Thursday, September 24, 2026 @ 10:00 AM NDT**

REQUEST FOR OPEN CALL FOR BIDS INFORMATION SHEET

<table>
<tr><th colspan="4">Request for Open Call</th></tr>
<tr><td>Title:</td><td colspan="3">PAINTING, PLASTERING & RELATED REPAIRS</td></tr>
<tr><td>Open Call #:</td><td>TFM-044-26</td><td>Issue Date:</td><td>September 1, 2026</td></tr>
<tr><td>Questions Deadline:</td><td>72 hours prior to close time</td><td>Closing Date & Time:

Bid Submission Format:

Opening Date, Time & Location:</td><td>Thursday, September 24, 2026 @ 10:00 AM NDT

opencalls@mun.ca

Thursday, September 24, 2026 @ 10:30 AM NDT

Via Conference line:
1-416-915-6530 (toll free)
Access Code: 2773 454 0831
Attendee ID: Please press Pound(#)</td></tr>
<tr><td colspan="3">Bids Irrevocable Period after Submission Deadline:</td><td>90 days</td></tr>
<tr><td colspan="4">Bid Submission: Responses to this solicitation must be submitted by email to <u>opencalls@mun.ca</u> Email subject line must read: <u>BID SUBMISSION: TFM-044-26 Paint, Plaster & Related Repairs</u></td></tr>
<tr><td colspan="4">Inquiries and Communication:</td></tr>
<tr><td colspan="4">Inquiries and communication: Financial and Administrative Services, Strategic Procurement Office, Memorial University of Newfoundland, opencalls@mun.ca. Inquiries accepted only via email. No phone calls will be accepted. <u>Please reference TFM-044-26 Paint, Plaster & Related Repairs</u> in subject line. Emails not containing this requirement information in the subject line will NOT be responded to.

<u>Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.</u></td></tr>
</table>

ABOUT MEMORIAL UNIVERSITY

As Newfoundland and Labrador's only university, Memorial has a special obligation to the people of this province. Established as a memorial to the Newfoundlanders who lost their lives on active service during the First and Second World Wars, Memorial University draws inspiration from these shattering sacrifices of the past as we help to build a better future for our province, our country and our world.

We are a multi-campus, multi-disciplinary, public university committed to excellence in teaching and learning, research and scholarship, and to public engagement and service. We strive to have national and global impact, while fulfilling our social mandate to provide access to university education for the people of the province and to contribute to the social, cultural, scientific and economic development of Newfoundland and Labrador and beyond.

The Memorial experience goes beyond academics; it invites a discovery of self, community and place. At Memorial, we celebrate our unique identity through the stories of our people – the work of scholars and educators, the ingenuity of students, the achievements of alumni – and the impact we collectively make in the province, the country and the world. Memorial is the natural place where people and ideas become.

At Memorial University more than 17,000 students from over 120 countries come together to discover. From the classics to advanced technology, Memorial offers certificate, diploma, undergraduate, graduate and postgraduate programs across five campuses and online. A global network of over 110,000 accomplished alumni throughout the world strengthens Memorial University's capacity and reputation for leadership in research, teaching and public engagement. Read more fast facts about Memorial University.

Mission, Vision and Values

Vision

Memorial University will be one of the most distinguished public universities in Canada and beyond, and will fulfill its special obligation to the people of Newfoundland and Labrador.

Mission

Memorial University is an inclusive community dedicated to innovation and excellence in teaching and learning, research, scholarship, creative activity, service and public engagement. Memorial welcomes and supports students and scholars from all over the world and contributes knowledge and expertise locally, nationally and internationally.

Values

Excellence: Encouraging and promoting excellence through innovation and creativity, rigor and pragmatism.

Integrity: Being honest and ethical in all interactions, maintaining the highest ethical standards in teaching, research, public engagement and service.

Collegiality: Engaging others with respect, openness and trust in pursuit of a common purpose, having regard for individuals, ideals and the institution as a whole.

Inclusiveness and diversity: Embracing and acting on responsibility to guarantee diversity and equity.

Responsiveness: Being receptive to individuals and communities.

Accountability: Accepting responsibility for achievement of common goals and objectives.

Freedom and Discovery: Supporting the freedom to pursue knowledge that is based on individual and collective intelligence, curiosity, ingenuity and creativity.

Recognition: Acknowledging, tangibly, all aspects of university enterprise including teaching and learning, research, scholarship, creative activity and public engagement.

Responsibility to place: Valuing and fulfilling the special obligation to the people of Newfoundland and Labrador by supporting and building capacity for excellence that:

- addresses needs and opportunities for Newfoundland and Labrador;
- engages the university community on matters of national and international significance;
- produces and delivers academic programs of national and international calibre; and,
- Recognizes the dynamic opportunities presented by a multi-campus institution.

Responsibility to learners: Recognizing students as a first priority and providing the environment and support to ensure their academic and personal success.

Interdisciplinary collaboration: Supporting overarching themes in all pursuits that cut across academic units and address significant opportunities and challenges for which Memorial is particularly well positioned to build nationally and internationally recognized capacity.

Sustainability: Acting in a manner that is environmentally, economically and socially sustainable in administration, academic and research programs.

Memorial's exceptional staff and students contribute to the vitality and positive environment of the university through active community engagement. Memorial University has always been a publicly engaged institution. Since the founding of the University in 1949, the work of many of Memorial's students, faculty and staff has emphasized the importance of strong, sustained partnerships with members of the public of Newfoundland and Labrador and beyond.

Faculty and Staff

Memorial is one of the largest employers in the province, with approximately 3,600 faculty and staff. Memorial has been recognized as an Employer of Distinction by the Newfoundland and Labrador Employers' Council, which is reflective of its investment in comprehensive benefits, services such as childcare and recreation facilities, emphasis on work-life balance, and its vibrant work environment.

Governance and Administration

The management, administration and control of the property, revenue, business and affairs of the University are vested in a Board of Regents. The Board is appointed under the *Memorial University Act* and is responsible for the management, administration, and control of the property, revenue, business and affairs of the university. Matters of an academic character are in general charge of the Senate of the University.

For more information on Memorial University of Newfoundland, please visit: Memorial home

page: http://www.mun.ca/

Territory Acknowledgements at Memorial:

We acknowledge that the lands on which Memorial University's Campus are situated are in the traditional territories of diverse Indigenous groups and we acknowledge with respect the diverse histories and cultures of the Beothuk, *Mi'kmaq, Innu, and Inuit of this province.*

PART 1 – SUBMISSION INSTRUCTIONS

1.1 Bids to be Submitted on Time

Bids must be submitted as set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Onus and responsibility rest solely with the bidder to submit its bid to the email indicated in the Open Call for Bids on or before the Submission Deadline. The Owner does not accept any responsibility for any bids submitted by means other than the email listed above. Bidders making submissions near the deadline do so at their own risk due server availability. The time for the closing will be determined according to the inbox, time stamp on opencalls@mun.ca . Bids received after the closing time based on this time stamp, will NOT be considered.

1.2 Bids to be Submitted in Prescribed Format

Bidders should submit **one (1)** email submission in PDF format. Please note: File size cannot exceed 15 MB. Otherwise server may reject bid submission due to size. ***Bids submitted by fax, mail, courier, drop off or by any other means of delivery other than by email stated above shall not be accepted.***

1.3 Amendment of Bids

Bidders may amend their bids after they have been submitted if, and only if, the amendment is emailed prior to the Submission Deadline marked BID SUBMISSION AMENDMENT followed by open call number and name. Bid revisions, changes and alterations may be made only by completing a new bid. Previous submissions will be cancelled and the submission with the most recent date and time will be considered the final bid.

Email inquiries and requests for clarification shall be accepted up to **72 hours** prior to the closing time. Inquiries and requests for clarification received after this date shall not be addressed. The Strategic Procurement Office will be the only official source of information regarding this Open Call for Bids and information from any other source shall be considered unofficial and may not be correct.

To ensure consistency and quality in the information provided to bidders the Owner shall provide, by way of amendment to this Open Call for Bids, in the form of an addendum, any relevant information with respect to the Open Call inquiries received in writing without revealing the source of those inquiries. Bidders are cautioned that it is their responsibility to ensure that they receive all information relevant to this Open Call. The Owner shall not be responsible for bidders who fail to inform themselves regarding the scope and nature of the work. The Owner shall publish all amendments on Memorial University's current service providers: MERX: www.merx.com, BIDS: www.bids.ca and PODS: www.pods.net . In addition, all amendments will be published on https://www.mun.ca/finance/strategic_procurement/ . Bidders should check on a regular basis for Open Call updates. Bidders are solely responsible for ensuring they are aware of and have complied with all amendments by tender closing time. In the event there is a discrepancy between the service providers MERX, Bids, and PODS and the https://www.mun.ca/finance/strategic_procurement/ website the https://www.mun.ca/finance/strategic_procurement/ is the official website. Bidders are welcome to register their email address through opencalls@mun.ca to receive addendum notifications from Open Calls as a matter of courtesy. This does not relieve any Bidder of their responsibility to ensure all addenda has been received.

1.4 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent o the opencalls@mun.ca email address prior to the Submission Deadline. The Owner is under no obligation to return withdrawn bids.

1.5 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of **90** days running from the moment that the Submission Deadline passes.

1.6 Delivery

Time is of the essence and delivery schedule(s) are legally binding. Memorial University reserves the right to assess penalties or cancel awards to Bidders who fail to meet the stated delivery or completion dates. Delivery of all materials and services must be DAP (delivered at place) or DDP (delivered duty paid (all locations) and local environs

1.7 Signature

Memorial University, in consideration of section 11 of the Electronic Commerce Act, confirms its acceptance of electronic signatures, or other acceptable form of electronic consent, in satisfaction of the signature requirement for bid submissions. The electronic form of signature or consent must be directly related to the relevant bid submission at issue and must be reliable, in a manner as determined by Memorial University, for the purpose of identifying the person submitting the bid response. By submitting a bid under this process, the bidder confirms that the signatory has the appropriate and proper authority to bind the bidder to its submission, a confirmation upon which Memorial University relies in the processing of the bid submission. **Bidders must complete Appendix B –Submission Form. Any bids received without Appendix B completed will be deemed non-complaint.**

1.8 Closure

In the event that the University is closed earlier than normally expected prior to a scheduled open calls closing for that day, or for the full day, the closing date for those open calls will be extended to the next business day for the University at the same time as listed originally.

1.9 Corporations Act

The Corporations Act of Newfoundland and Labrador requires that an extra-provincial company be registered before it begins or carries on business in the Province. If your company is not registered, please apply for the appropriate forms and procedures to:

Commercial Registrations Division

Dept of Government Services, PO Box 8700 St John's, NL Canada A1B 4J6

Phone: 709-729-3317, Fax: 709-729-0232

Website: http://www.gs.gov.nl.ca/registries/companies/corp_art_inc.html

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Owner will conduct the evaluation of bids in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory technical requirements are listed in Appendix A - Specifications.

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the Open Call, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, shall be disqualified.

2.6 Selection of Lowest Compliant Bidder as Preferred Supplier

Subject to the Owner's reserved rights, the compliant bidder with the lowest pricing will be the preferred supplier, and will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the preferred supplier will be determined by way of a coin toss, in accordance with the Public Procurement Policy.

Provincial suppliers, suppliers with a place of business in Newfoundland and Labrador, will be given provincial supplier preference provision. This mandates an allowance of ten percent for provincial suppliers for all procurement below trade agreement thresholds.

Please note, the supplier preference does not apply when the estimated value of the commodity is above the trade agreement threshold shown below.

Public Body	Thresholds			
	Goods	Services	Public Works	Lease of Space
Memorial University	$139,000	$139,000	$347,400	$100,000

2.7 Notice to Bidder and Execution of Agreement

Notice of selection by the Owner to the preferred supplier shall be in writing. The preferred supplier shall execute the Agreement, the form and content of which will be mutually agreed upon between the parties and satisfy any other applicable conditions of this open call within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.8 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy the pre-conditions of award listed in the Open Call Particulars within fifteen (15) days of notice of selection the Owner may, without incurring any liability, proceed with the selection of another bidder and pursue all remedies available to the Owner.

2.9 Payment Terms

The University's standard payment terms are net 30 days after delivery of goods, or net 15 days after successful completion of installation as applicable. In the case of services, payment terms are also net 30 days after successful completion of the service. These terms shall also apply in the case of sub-contracted items. Prepayments will not be considered unless the supplier provides an irrevocable standby letter of credit, or the supplier provides a credit reference from its banker satisfactory to the Director of Financial and Administrative Services.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE OCB PROCESS

3.1 General Information and Instructions

3.2 Open Call Incorporated into Bid

All of the provisions of this Open call are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this Open call, either as part of its bid or after receiving notice of selection, unless otherwise indicated, shall be disqualified.

3.3 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this Open call. Where information is requested in this Open Call, any response made in a bid should reference the applicable section numbers of this Open Call.

3.4 Bids in English

All bids are to be in English only.

3.5 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and links to the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.6 References and Past Performance

In the evaluation process, the Owner may consider information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with the Owner or other institutions.

3.7 Information in Open Call Only an Estimate

The Owner and its advisors make no representation, warranty or guarantee as to the accuracy of the information contained in this Open Call or issued by way of addenda. Any quantities shown or data contained in this Open Call or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this Open Call

3.8 Bidders to Bear Their Own Costs

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

3.9 Bid to be Retained by the Owner

The Owner will not return the bid or any accompanying documentation or samples submitted by a bidder.

3.10 Trade Agreements

Bidders should note that procurements falling within the scope of the Canadian Free Trade Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this Open Call.

3.11 No Guarantee of Volume of Work or Exclusivity of Contract

The Owner makes no guarantee of the value or volume of work to be assigned to the preferred supplier. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Owner may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.12 Communication after issuance of open call

Bidders shall promptly examine all of the documents comprising this Open Call, and

(a) shall report any errors, omissions or ambiguities; and
(b) may direct questions or seek additional information

in writing by email to opencalls@mun.ca on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the Open Call Contact shall be deemed to be received once the email has entered into the Open Call Contact's email inbox. No such communications are to be directed to anyone other than the Open Call Contact, and the Owner shall not be responsible for any information provided by or obtained from any source other than the Strategic Procurement Office. The Owner is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification from the Open Call Contact on any matter it considers to be unclear. The Owner shall not be responsible for any misunderstanding on the part of the bidder concerning this Open Call or its process.

3.13 All New Information to Bidders by Way of Addenda

This Open Call may be amended only by addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Open Call, such information will be communicated to all bidders by addenda. Each addendum forms an integral part of this Open Call and may contain important information, including significant changes to this Open Call. Bidders are responsible for obtaining all addenda issued by the Owner. In the Submission Form (Appendix B), bidders MUST confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.14 Addenda and Extension of Submission Deadline

Any addendum added within four (4) calendar days of the Open Call for Bids closing (Including on closing day) will extend closing by a reasonable period to be determined by Memorial University. Verify, Clarify and Supplement

When evaluating bids, the Owner may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the Owner shall, if accepted by the Owner, form an integral part of the bidder's bid.

3.15 Notification to Other Bidders

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the Open Call will be publicly posted at https://www.mun.ca/finance/strategic_procurement/ .There will be no issuing of regret letters.

3.16 Debriefing

In accordance with the Public Procurement Act and Regulations, unsuccessful bidders may request a debriefing within ten (10) business days after the award has been posted. The request must be sent in writing to the Open call contact.

The intent of the debriefing information session is to provide the bidder an overview of their bid and why it was unsuccessful and to help the bidder in presenting a better bid in subsequent procurement opportunities. The debriefing process is not for the purpose of providing an opportunity to challenge the procurement process or its outcome. A debriefing shall not disclose information regarding another bidder's bid.

3.17 Supplier Complaint Process

If a bidder wishes to register a complaint with respect to the Open Call process, the complaint should be provided in writing and within the parameters established by section 25 of the *Public Procurement Regulations*, as amended. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome, in addition to such other information as may be required by the *Regulations*. Bidders should note that these complaint procedures are separate and distinct from any dispute resolution processes that may be provided for under applicable trade agreements. If a bidder wishes to dispute a matter under an applicable trade agreement, the bidder must follow the process set out in the trade agreement.

3.20 Conflict of Interest and Prohibited Conduct

3.21 Conflict of Interest

The Owner may disqualify a bidder for any conduct, situation or circumstances, determined by the Owner, in its sole and absolute discretion, that constitutes a conflict of interest.

The Owner reserves the right to disqualify any bidder that in the Owner's sole opinion has an actual or potential conflict of interest or an unfair advantage.

For the purposes of this Open Call, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where in relation to the Open Call process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to: (i) having, or having access to, confidential information of the Owner in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the Open Call process (including but not limited to the lobbying of decision makers involved in the Open Call process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive Open Call process or render that process non-competitive or unfair.

Bidders are required to disclose, to the Open Call Contact, any potential or perceived conflict of interest issues prior to Open Call closing date and time.

3.22 Disqualification for Prohibited Conduct

The Owner may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Owner determines that the bidder has engaged in any conduct prohibited by this Open Call.

3.23 Bidder Not to Communicate with Media

Bidders must not at any time directly or indirectly communicate with the media in relation to this Open Call or any agreement entered into pursuant to this Open Call without first obtaining the written permission of the Open Call Contact.

3.24 No Lobbying

Bidders must not, in relation to this Open Call or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder(s).

3.25 Illegal or Unethical Conduct

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Owner; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this Open Call.

3.26 Past Performance or Past Conduct

The Owner may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

(a) illegal or unethical conduct as described above;

(b) the refusal of the supplier to honor submitted pricing or other commitments; or

(c) any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest.

In addition, the Owner may suspend the bidding privileges of a supplier with regard to non-compliant or substandard performance in accordance with section 26 of the *Public Procurement Regulations*.

3.27 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this Open Call either before or after the issuance of this Open Call:

(a) is the sole property of the Owner and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this Open Call and the performance of the Agreement;

(c) must not be disclosed without prior written authorization from the Owner; and

(d) must be returned by the bidder to the Owner immediately upon the request of the Owner.

3.28 Confidential Information of Bidder

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015* (*ATIPPA, 2015*). A Proponent must identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their Proposal will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the Request for Proposal process, including the evaluation of Proposals.

The Proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. If no specific information has been identified it is assumed that, in the opinion of the Proponent, there is no specific information that qualifies for an exemption under the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a Proponent has any questions about the collection and use of personal information pursuant to this Request for Proposal, questions are to be submitted to the Request for Proposal Contact. Further information relating to subsection 39(1) of the ATIPPA, 2015 is provided in guidance documents available through the Office of the Information and Privacy Commissioner at https://oipc.nl.ca/guidance/documents.

3.29 Reserved Rights of the Owner

The Owner reserves the right to:

(a) make public the names of any or all bidders as well as bid price and value of contract;

(b) make changes, including substantial changes, to this Open Call provided that those changes are issued by way of addendum in the manner set out in this Open Call ;

(c) request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid. This shall not be an opportunity for bid repair;

(d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this Open Call consider any other relevant information that arises during this Open call process;

(e) waive minor irregularities and formalities and accept bids that substantially comply with the requirements of this Open Call ;

(f) verify with any bidder or with a third party any information set out in a bid;

(g) check references other than those provided by any bidder;

(h) disqualify a bidder, rescind a notice of selection or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

(i) cancel this Open Call process at any stage;

(j) cancel this Open Call process at any stage and issue a new Open Call for the same or similar deliverables;

(k) accept any bid in whole or in part; or

(l) reject any or all bids;

(m) not necessarily select the lowest or any bidder;

And these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.30 Limitation of Liability

By submitting a bid, each bidder agrees that:

(a) neither the Owner nor any of it employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Open Call process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

(b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Owner's decision not to accept the bid submitted by the bidder for any reason, the Owner's decision to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.

3.31 Governing Law and Interpretation

These Terms and Conditions of the Open Call Process:

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Owner; and

(c) are to be governed by and construed in accordance with the laws of the Province of Newfoundland & Labrador and the federal laws of Canada applicable therein.

3.32 Facility Compliance Requirement

(a) Equipment, power tools, instruments and appliances intended for use within Memorial University's facilities must comply with all regulatory requirements related to use and/or installation in University facilities. This includes but is not limited to certification/listing by recognized agencies, Pressure Vessel Act of Newfoundland and Labrador and similar.

(b) Items provided related to this open call that receive power from the University's electrical system must be certified or listed for use within Canada by a recognized agency such as Canadian Standards Association (CSA) or Underwriter Laboratories Canada (ULc). A full list of agencies recognized by Memorial University is available upon request.

(c) Equipment, tools, instruments and appliances that generate pressure may require registration as a pressure system with the Province of Newfoundland and Labrador. Compliance with the Boiler, Pressure Vessel and Compressed Gas Regulations under the Public Safety Act of Newfoundland and Labrador and the Boiler, Pressure Vessel, and Pressure Piping Code CSA B51:19 shall be demonstrated.

(d) The vendor is responsible for all costs associated with ensuring the system is compliant with legislative requirements and for the application and registration processes. Field certifications may be considered but all costs and efforts for such scenarios are the responsibility of the vendor.

PART 4 - ENVIRONMENTAL HEALTH & SAFETY REQUIREMENTS

4. Environmental Health and Safety Requirements

Maintaining a healthy and safe environment for all members of the campus community, as well as visitors, is a priority with the University. This involves commitment from all sectors of the campus community and extends to outside agencies having occasion to come on campus to conduct business.

The following requirements will apply to all work undertaken by contractors and service personnel on any University property or for any work undertaken on behalf of the Owner.

4.1.0 Regulations, Codes and Standards

Contractors shall be familiar with and abide by provisions of various safety codes and standards applicable to the work performed and should refer to *1.21.5 of General Conditions*:

1.21.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

The codes that must be followed and enforced for safety are:

a) The National Building Code, Part 8, Safety Measures at Construction and Demolition Sites (Latest Edition).

b) Canadian Code for Construction Safety (Latest Edition) as issued by the Associate Committee of the National Building Code.

c) The Occupational Health and Safety Act of Newfoundland and Labrador (most current version) and Regulations.

In particular, strict adherence to the Provincial Occupational Health and Safety Act and Regulations and with the National Building Code of Canada, Part 8 is required

4.2.0 General Health and Safety Regulations

a. Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.

b. No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian or vehicular traffic.

c. Adequate protection shall be provided to prevent the possibility of goods falling from scaffolding or elevated areas. Areas where goods are being loaded or off loaded shall be barricaded or otherwise protected to prevent unauthorized entry. Appropriate warning signs must be posted.

d. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).

e. Due consideration shall be given to fire safety in buildings. Flammable goods must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents of gases.

f. Some University buildings contain asbestos and other hazardous materials. Do not alter or disturb any goods believed to contain asbestos goods (unless this is a duly authorized part of the project). Consult with University officials before proceeding with any work.

g. Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).

NOTE: The above requirements are not to be considered all-inclusive and are considered complementary to the safety requirements outlined in the agreement between the University and Supplier. Certain conditions and circumstances may require adherence to additional safety requirements.

As a general requirement, contract/service personnel are expected to conduct all work on campus in a professional and safe manner and to give priority to the safety and welfare of members of the campus community.

4.3.0 Contractor Safety Management

4.3.1 All Contractors and Subcontractors to be used by the Contractor in the execution of the Contract shall be required to submit confirmation of a current third-party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.

4.3.2 All Contractors and Subcontractors shall be required to review and follow all requirements of the MUN Contractor Safety Management Element in Appendix D.

4.3.3 Prior to Contract Award, the Contractor will be required to provide the Information requested in 4.3.5 below.

4.3.4 All Contractors and Subcontractors are required to give the Owner written permission to approach Provincial regulatory authorities for applicable safety-related information on their respective firms.

4.3.5 The Contractor must also provide the following:
- (a) Health and Safety policy statement
- (b) Safety Program table of contents
- (c) Site Hazard Assessment
- (d) Letter of Assurance for Compliance

4.3.6 In lieu of a Subcontractors third party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.

4.3.7 Memorial reserves the right to request and audit the full health and safety program of Contractors and Subcontractors and their associated documentation. This documentation may include, but not be limited to the following:
- (a) Health and Safety Program and/or Manual
- (b) Site Hazard Assessment
- (c) Letter of Assurance for Compliance (third party certification)
- (d) Applicable documented safe work practices
- (e) Inspection reports and schedules
- (f) Required employee safety training certifications and qualifications
- (g) Updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate
- (h) Proof of completion of the Owner's contractor safety orientation within the prior three years.

4.3.8 Memorial University reserves the right to refuse or cancel any contract with a Contractor that is not in compliance with Memorial's standards for Safety.

4.3.9 The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.

4.3.10 Prior to coming to site all workers must complete the Contractor Safety training found on the MUN website.

https://www.mun.ca/health_safety/training/

4.4.0 Access to Site

4.4.1 All Contractors and Subcontractors to be used in the execution of the Contract shall give advance notification of when they will be on site. Any work to be performed outside of Regular Time must have advanced approval of the Owner.

Any discontinuation of the Work which causes a Contractor or their Subcontractors to suspend operations onsite will require the following:

- Contractor/Subcontractors shall notify the Owner of the stop work date.
- Contractor/Subcontractors shall ensure the site is left in a safe and secure condition.
- Contractor/Subcontractors shall ensure that locks and tags on mechanical and/or electrical systems are removed and, where necessary, replaced by the University.
- Contractor/Subcontractors shall not return to site without expressed prior permission from the Owner.

[End of Part 4]

APPENDIX A – SPECIFICATIONS

1. The Open Call for painting (interior/exterior), plastering and related repairs service contract for Facilities Management, Memorial University of Newfoundland.

2. This contract to remain in force from the date of award November 1, 2026, to October 31, 2029, or as stated in award letter from the University. The Contract may be extended on a year-to-year basis by mutual consent of the parties to this Contract and for a maximum of three (3) years after the initial contract year. Any further extensions that may be requested, and mutually agreed upon, shall be on a month-by-month basis and subject to the terms of the Contract. Such monthly extensions are meant only to accommodate local work disruptions or new Open Call closing times for the services in question extending beyond the normal end of this Contract. The rates listed in Appendix "C", Pricing Form will be in effect for the period of November 1, 2026, to October 31, 2029. The Contractor must submit documentation of any proposed rate changes for the optional years November 1, 2029, to October 31, 2030, November 1, 2030, to October 31, 2031, November 1, 2031, to October 31, 2032, sixty (60) days prior to the start date for each year. The rates may be subject to negotiation by both parties and acceptance of the University and within the limitations of the Public Procurement Act.

3. The University reserves the right to cancel the contract awarded to the successful bidder, upon a sixty (60) day written notice to the successful bidder. The successful bidder also reserves the right to cancel the contract awarded, upon a sixty (60) day written notification to the University.

4. Memorial University of Newfoundland does not guarantee an amount of work under this contract. This listed amounts in Appendix "C" Pricing Form are estimates only and the successful bidder will be engaged on a As Required Basis.

5. The Supplier agrees that this Open Call will provide a <u>Standing Offer Agreement</u> between the University and the Supplier, whereby the Supplier agrees to sell and supply materials as listed, subject to the terms and conditions stated in the contract. This Standing Agreement will permit Memorial University to requisition on an "as and when required" basis the materials listed herein at the price set against each. Adequate stocks must be kept on hand to cover requirements when requested.

6. The successful bidder(s) may be required, if appropriate, to give a presentation of their services and/or products.

7. Successful bidder(s) will submit itemized invoice on a monthly basis, or when services are provided, to the attention of Department of Facilities Management, indicating the purchase order number and workorder number if provided.

SPECIFICATIONS

1. GENERAL

1.1 This specification outlines the general requirements for the performance of maintenance painting, plastering and related repairs ("the work"). This specification will cover the general nature of the work, together with the rules, regulations, cautions, etc., which the Contractor must follow in the performance of the work. It is required that all work performed by the Contractor shall be of the highest quality and in accordance with the normally accepted standards of workmanship for the trade involved in the work.

1.2 This Contract shall provide a fixed price unit prices per square foot and/or hourly rates for the work as described in Article 2 in Scope of Work below.

1.3 Conform to the attachment General Conditions and Agreement between the University and Supplier for Maintenance/Service Agreements.

2. SCOPE OF WORK

2.1 The Contractor shall employ only personnel with a minimum of five (5) years' demonstrable experience in the painting trade. The Contractor shall be a certified journeyperson in the painting trade or employ a minimum of one (1) journeyperson painter in his work force. The journeyperson painter will supervise and/or work on all University work.

2.2 The Contractor shall commence work immediately after award of contract.

2.3 The Contractor shall submit fixed unit prices ($/sq. ft. and/or $/hour) on Appendix "B", Price Quote Sheet for painting, plastering and related repairs. This price shall include all labor, materials (with the exception of scaffolding), transportation costs, company overhead and mark-up on a square foot or hourly basis. The University does not guarantee any fixed amount of work. The Contractor will only be paid for the actual number of sq. ft. painted and/or hours actually worked by way of a work order (see section 4) according to the unit prices quoted.

2.4 The Contractor shall also include in the unit $/sq. ft. prices and/or hourly rates quoted the cost of moving and replacing furniture and office equipment as necessary to perform the required work.

2.5 The Contractor shall perform the work on an on required basis. While the Contractor is conducting this work, the University may have a Facilities Management representative on the site of the work.

2.6 The University reserves the right to reject any defective work due to poor workmanship, defective or substandard materials, damage through carelessness or other acts attributable to the Contractor.

2.7 The Contractor shall perform the work of the recognition and/or abatement of asbestos materials as it relates to the painting trade. It is the intent that the Contractor will perform asbestos abatement of a minor nature within the scope of this open call and as it relates to the painting trade only. If a situation arises where the asbestos abatement is outside of the scope of this open call the Contractor will contact the University's representative immediately.

3. CLEAN-UP

3.1 The Contractor shall ensure that the area of the work and adjoining premises are kept clean and tidy at all times throughout the work period, removing all rubbish and debris promptly as it accumulates. Rubbish and surplus material shall be removed promptly from the site and disposed of. No fires will be permitted anywhere on the site. It is the intention that the housekeeping of the building and premises during work be maintained at the highest standard until final completion of all work and the Contractor shall act immediately upon any instruction given by the Manager, Environmental Services or designate for the purpose of correcting any neglect in this respect.

3.2 The Contractor shall be responsible to clean up their debris and remove from site.

3.3 The Contractor shall clean paint smears and drops from floors, finishing hardware, metal surfaces, fittings and equipment, glass mirrors and adjoining surfaces.

3.4 The Contractor shall clean plaster droppings and vacuum all dust immediately after sanding is complete.

3.5 The Contractor shall prevent sanding dust from spreading to areas outside the immediate work area. Surrounding areas, furniture and equipment shall be protected from dust and paint.

3.6 All cleaning shall be inspected and approved by a representative of the University.

4. WORK ORDERS

4.1 Each item of work shall be requested on a Work Order issued by the Manager, Environmental Services or designate describing the scope of work. If further information is required by the Contractor regarding any Work Order, he/she should contact the office of the Manager, Environmental Services, Department of Facilities Management (864-3002).

4.2 If the Contractor should become aware of any apparent error or omission within the Scope of Work described, he/she shall request clarification from the Manager, Environmental Services.

5. MATERIALS GENERAL

5.1 All materials shall conform to all applicable codes, by-laws, or other relevant standards and to the applicable painting and repainting specifications included in Appendix A.

5.2 Materials shall mean only expendable items used to perform the work described on respective Work Orders issued by the Manager, Environmental Services or designate and not items such as specialty tools, scaffolding swing stage, hoisting equipment, etc. and other items not listed in the specifications.

5.3 Non-expendable items shall be charged at the Contractor's cost plus 10% mark-up plus

10% profit. This mark-up shall cover all pick-up and delivery charges, administration costs and other related costs. The Contractor must supply a copy of the supplier's invoice for all items in excess of $10,000 plus H.S.T. Such invoices must accompany the Contractor's invoice to the University. The University reserves the right to request copies of all suppliers' invoices.

5.4 The Contractor will be responsible for the compatibility between paints and surfaces. The existing paint finishes shall be identified before new paint is applied. Paint shall be applied in accordance with the applicable painting and repainting specifications included in Appendix A and the requirements of the MPI specifications referenced therein.

6. <u>WORK FORCE</u>

6.1 Prior to commencing, when reporting for work at the building, the Contractor shall report to the Manager, Environmental Services or designate.

6.2 The Contractor would not necessarily be required to carry a permanent staff on site at the University at all times but would be required to commence any work in not less than two days after being given notice. All work must be carried out continuously until completed to the satisfaction of the Manager, Environmental Services or designate.

6.3 The Contractor or his/hers employees and others working under his/hers supervision shall become familiar with the use of the location of fire extinguishers, fire hoses, fire alarms and exits in the area of the work.

6.4 The Contractor is required to have time sheets for each employee showing the number of hours worked per day. These time sheets must be signed each day by the Manager, Environmental Services or designate.

6.5 Normally the Contractor shall have personnel and equipment on site and commence work within a maximum of 2 days or 24 hours in special circumstances days after being notified by the Manager, Environmental Services or designate.

7. <u>WORK FORCE</u>

7.1 A regular work week shall be Monday to Friday. However, should the University deem it necessary to have work done during the weekends (Saturday or Sunday), holidays or overtime; the Contractor will be required to carry out such work at the prices quoted in "Appendix C Price Form". No extra charge will be approved.

7.2 The Contractor shall provide a Letter of Good Conduct from the Royal Newfoundland Constabulary for each Contractor's personnel designated to carry out work on University premises.

7.3 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein without the written permission of the University.

7.4 Contractors personnel, designated to carry out work on University premises must be capable of being bonded. Documentation of proof must be presented to the University, if requested, for any or all of the Contractors personnel designated to carry out work on University premises.

8. EMERGENCY CALLS

8.1 The Contractor shall respond to emergency or urgent calls from the Manager, Environmental Services or designate during or after normal working hours. When these calls request the Contractor's help for emergencies, the Contractor will be prepared to respond immediately to offer assistance as requested at the prices quoted in Appendix C Price Form".

8.2 The Contractor shall provide the Manager, Environmental Services or designate with the names of contacts and phone numbers for use in the event of emergencies requiring the Contractor's services after normal working hours.

9. SHOP TIME

Payment will only be made for time actually worked in respective buildings, except for shop time. Where the work requires shop time, i.e. book cases, shelving units, cabinets, frames, etc. the Contractor shall notify the Manager, Environmental Services as to the nature of the repairs requiring shop time and obtain prior approval before any items are removed from respective building. Repairs in a shop, other than the Contractor's shop, must be accompanied by a copy of the invoice charged to the Contractor.

10. IDENTIFICATION

10.1 All Contractors' personnel employed under this Contract shall carry identification cards at all times supplied by the University.
10.2 All Contractors' employees shall be required to display identification badges at all times when carrying out work on University premises.

11. WEARING APPAREL

The Contractor's personnel shall present a neat and clean appearance and shall be dressed in painter's overalls. Contractor's personnel working in University laboratories or similar environments must receive approval on type of dress as well as prior permission to enter these areas of work.

12. WORK ORGANIZATION

12.1 The Contractor shall report to the Manager, Environmental Services or designate before commencing any work. No payment will be made for work stated without such notification. No area of the University will be entered without permission.

12.2 Any work that may interfere with normal building operations shall be checked and coordinated with the Manager, Environmental Services or designate. Streets, sidewalks, parking areas, etc., shall not be obstructed without the permission of the authorities having jurisdiction and the Manager, Environmental Services or designate.

12.3 The Contractor shall become familiar with University rules regarding smoking, wearing apparel, off limit areas, hard hat areas, etc., and shall strictly observe these rules. The Contractor and its personnel shall become familiar with the University's Campus Safety and Health Regulations which shall form part of this Contract.

12.4 The Contractor shall be responsible to provide and erect proper signage, wet paint signs, barricades, warning signs, detours, etc. to ensure the safety of the general public and building occupants from possible injury associated with ongoing work.

12.5 The Contractor shall provide proper signage indicating overhead work in progress and shall provide barricades or construction fencing to a distance of fifty (50) feet beyond any possible overhead hazard.

12.6 The Contractor shall erect scaffolding independent of walls and shall use scaffolding in such a manner as to interfere as little as possible with other trades. When not in use, scaffolding shall be moved as necessary to permit installation of other work. Scaffolding shall be constructed and maintained in a rigid, secure and safe manner and shall be removed promptly when no longer required. Each trade shall be held responsible to supply, install and maintain scaffolding required for execution of work of that trade.

12.7 All trades shall protect the work of other trades from damage while carrying out their work, e.g. when spray painting, cover light fixtures, fire alarms, heat detectors, grilles, diffusers, etc.

12.8 All floors, furniture, wall hangings, drapes, pictures shall be covered with suitable drop cloths.

12.9 Damaged work shall be made good by those originally performing the work and at the expense of those causing the damage.

13. STORAGE AND HANDLING OF MATERIALS

13.1 The University will provide adequate storage space in close proximity to the building or a room within the building for the use of the Contractor during the contract period. This space or room shall be kept neat and clean at all times be kept under lock and key when not in use.

13.2 The Contractor shall remove oily rags, waste and other similar combustible materials from the building every night and under no circumstances allow them to accumulate. The Contractor shall take every precaution to avoid spontaneous combustion.

14. TOOLS, EQUIPMENT AND TEST INSTRUMENTS

14.1 The Contractor shall supply all labour, materials, test instruments, tools and accessories necessary (except as otherwise instructed) for the performance of the work related to this Contract.

14.2 The Contractor shall provide all tools and equipment required for the performance of the work including ladders.

14.3 The Contractor shall ensure that all construction debris is removed and the work site is free of any potential hazard to pedestrian and/or vehicular traffic at the end of each work day.

15. GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from total performance of each Work Order.

16. INVOICING

16.1 The Contractor, when submitting request for payments, shall invoice the University for the actual sq. ft. painted or plastered and/or actual time spent on the job site as substantiated by the Contractors Time Sheets. The Contractor may only invoice on completion of each Work Order unless work extends beyond thirty (30) days.

16.2 The Contractor shall submit for payment invoices for completed work within ten (10) working days of approved completion of such work.

16.3 Itemized invoicing will be required for each Work Order performed and submitted immediately after the completion of the work. Discounts and trade allowances of every kind shall be deducted to show the net amount payable. Harmonized Sales Tax shall be shown separately on the invoice(s). Failure to comply with terms of invoicing could delay payment of the invoice and could be due cause for termination this Contract after notice in writing has been given.

16.4 The Contractor shall be expected to obtain the best supplier price available for any materials and pass on the price to the University. The University reserves the right to request confirmation of price charged for materials

16.4 All work shall be inspected upon completion by the Manager, Environmental Services or designate and any work found to be unsatisfactory shall be corrected at no cost to the University before payments areprocessed.

17. ENVIRONMENTAL IMPAIRMENT LIABILITYINSURANCES

In addition to any other insurances that the Contractor must maintain to satisfy the conditions of this contract, an Environmental Impairment Liability insurance to the value of $5,000,000 must be in place. This will cover environmental damages which could be caused, such as from the discovery/disturbance of any mold found as well as discovery/disturbance of asbestos.

PART 1 GENERAL

1.1 RELATED SECTIONS

.1 Section 01 33 00 – Submittal Procedures.

.2 Section 01 43 39 – Mock Up Requirements.

.3 Section 01 45 00 - Quality Control.

.4 Section 01 61 00 - Common Product Requirements.

.5 Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

.6 Section 01 78 00 – Closeout Submittals.

.7 Section 32 17 23 - Pavement Marking.

1.2 REFERENCES

.1 Environmental Protection Agency (EPA)

.1 EPA Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for SurfaceCoatings).

.2 Master Painters Institute (MPI)

.1 MPI Architectural Painting Specifications Manual

.3 Society for Protective Coatings (SSPC).

.1 SSPC Painting Manual, Systems and Specifications Manual.

.4 National Research Council (NRC).

.1 National Fire Code of Canada

1.3 QUALITY ASSURANCE

.1 Contractor shall have a minimum of five years proven satisfactory experience. When requested, provide a list of last three comparable jobs including, job name and location, specifying authority, and project manager.

.2 Qualified journeyperson shall be engaged in painting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.

.3 Conform to latest MPI requirements for exterior painting work including preparation and priming.

.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with MPI Painting Specification Manual "Approved Products" listing and shall be from a single manufacturer for each system used.

.5 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.

.6 Retain purchase orders, invoices and other documents to prove conformance with noted MPI requirements when requested by Owner.

.7 Standard of Acceptance:

.1 Walls: No defects visible from a distance of 1000 mm at 90° to surface.
.2 Ceilings: No defects visible from floor at 45° to surface when viewed using final lighting source.
.3 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

.8 Mock-Ups:

.1 When requested by Owner or Paint Inspection Agency, prepare and paint designated surface, area, room or item to requirements specified herein, with specified paint or coating showing selected colours, number of coats, gloss/sheen, textures and quality of work to MPI Painting Specification Manual standards for review and approval.
.2 Construct mock-ups in accordance with Section 01 43 39 – Mock Up Requirements.
.3 Mock-up will be used to judge quality of work, substrate preparation, operation of equipment and material application and skill to MPI Architectural Painting Specification Manual standards.
.4 Locate as directed by Owner.

1.4 ENVIRONMENTAL PERFORMANCE REQUIREMENTS

.1 Provide paint products meeting MPI "Environmentally Friendly" E2 or E3 ratings based on VOC (EPA Method 24) content levels.

1.5 SCHEDULING OF WORK

.1 Submit work schedule for various stages of painting to Owner for approval. Submit schedule minimum of two (2) working days in advance of proposed operations.

.2 Obtain written authorization from Owner for changes in work schedule.

.3 Schedule painting operations to prevent disruption of occupants in and about the building.

1.6 SUBMITTALS

.1 Submit product data and manufacturer's installation/application instructions for paints and coating products to be used.

.2 Submit WHMIS - SDS - Safety Data Sheets.

.3 Upon completion, submit records of products used, records to be included in Operation and Maintenance Manuals. List products in relation to finish system and include the following:

- .1 Product name, type and use.
- .2 Manufacturer's product number.
- .3 Colour numbers.
- .4 Manufacturer's Safety Data Sheets (SDS).
- .5 MPI Environmentally Friendly classification system rating.

.4 Submit manufacturer’s application instructions for each product specified.

.5 Submit duplicate 200 x 300 mm sample panels of each paint, stain, clear coating, with specified paint or coating in colours, gloss/sheen and textures required to MPI Painting Specification Manual standards submitted on the following substrate materials:

- .1 3.0 mm plate steel for finishes over metal surfaces.
- .2 13 mm birch plywood for finishes over wood surfaces.
- .3 50 mm concrete block for finishes over concrete or concrete masonry surfaces.
- .4 13 mm gypsum board for finishes over gypsum board and other smooth surfaces.

.6 When approved, samples shall become acceptable standard of quality for appropriate on-site surface with one of each sample retained on-site.

.7 Submit full range of available colours where colour availability is restricted.

1.7 DELIVERY, HANDLING AND STORAGE

.1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.

.2 Deliver and store materials in original containers, sealed, with labels intact.

.3 Labels shall clearly indicate:

- .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.

.4 Remove damaged, opened and rejected materials from site.

.5 Provide and maintain dry, temperature controlled, secure storage.

.6 Observe manufacturer's recommendations for storage and handling.

.7 Store materials and supplies away from heat generating devices.

.8 Store materials and equipment in a well ventilated area with temperature range 7º C to 30º C.

.9 Store temperature sensitive products above minimum temperature as recommended by manufacturer.

.10 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Consultant. After completion of operations, return areas to clean condition to approval of Consultant.

.11 Remove paint materials from storage only in quantities required for same day use.

.12 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.

.13 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 the National Fire Code of Canada.

.14 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling, storage, and disposal of hazardous materials.

1.8 SITE REQUIREMENTS

.1 Heating, Ventilation and Lighting:

.1 Ventilate enclosed spaces.

.2 Perform no painting work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10º C for 24 hours before, during and after paint application until paint has cured sufficiently.

.3 Where required, provide continuous ventilation for seven days after completion of application of paint.

.4 Provide temporary ventilating and heating equipment where permanent facilities are not available.

.5 Perform no painting work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities shall be provided by General Contractor.

.2 Temperature, Humidity and Substrate Moisture Content Levels:

.1 Unless specifically pre-approved by Owner and, applied product manufacturer, perform no painting work when:

.1 ambient air and substrate temperatures are below 10º C.

.2 substrate temperature is over 32º C unless paint is specifically formulated for application at high temperatures.

.3 substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's prescribed limits.

.4 the relative humidity is above 85% or when dew point is less than 3º C variance between air/surface temperature.

.5 rain or snow are forecast to occur before paint has thoroughly cured or when it is foggy, misty, raining or snowing at site.

.2 Perform no painting work when maximum moisture content of substrate exceeds:

.1 12% for concrete and masonry (clay and concrete brick/block).

.2 15% for wood.

.3 12% for plaster and gypsum board.

.3 Conduct moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test".

.4 Test concrete, masonry and plaster surfaces for alkalinity as required.

.3 Surface and Environmental Conditions:

.1 Apply paint finish only 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 only to adequately prepared surfaces and to surfaces within moisture limits noted herein.

.3 Apply paint only when previous coat of paint is dry or adequately cured.

.4 Apply paint finishes only when conditions forecast for entire period of application fall within manufacturer's recommendations.

.5 Do not apply paint when:

.1 Temperature is expected to drop below 10º 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.

.6 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.

.7 Schedule painting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.

.8 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.

.9 Paint occupied facilities in accordance with approved schedule only. Schedule operations to approval of the Owner such that painted surfaces will have dried and cured sufficiently before occupants are affected.

1.9 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

.2 Remove from site and dispose of packaging materials at appropriate recycling facilities.

.3 Place materials defined as hazardous or toxic in designated containers.

.4 Ensure emptied containers are sealed and stored safely.

.5 Unused paint, coating materials must be disposed of at official hazardous material collections site as approved by Owner.

.6 Paint, stain and wood preservative finishes and related materials (thinners, and solvents) are regarded as hazardous products and are subject to regulations for disposal.

.7 Material which cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.

.8 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.

.9 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.

.10 Empty paint cans are to be dry prior to disposal or recycling (where available).

PART 2 PRODUCTS

2.1 MATERIALS

.1 Paint materials listed in the latest edition of the MPI Approved Products List (APL) are acceptable for use on this project.

.2 Paint materials for each coating formula to be products of a single manufacturer.

.3 Low odor products: whenever possible, select products exhibiting low odor characteristics. If two products are otherwise equivalent, select the product with the lowest odor. Only qualified products with E2 or E3 "Environmentally Friendly" rating are acceptable for use on this project.

.4 Paints, coatings, adhesives, solvents, cleaners, lubricants, and other fluids, shall:

  .1 be water-based, water soluble, water clean-up.
  .2 be non-flammable
  .3 be manufactured without compounds which contribute to ozone depletion in the upper atmosphere.
  .4 be manufactured without compounds which contribute to smog in the lower atmosphere.
  .5 do not contain methylene chloride, chlorinated hydrocarbons, toxic metal pigments.

.5 Water-borne surface coatings must be manufactured and transported in a manner that steps of processes, including disposal of waste products arising therefrom, will meet requirements of applicable governmental acts, by-laws and regulations including, for facilities located in Canada, Fisheries Act and Canadian Environmental Protection Act (CEPA).

.6 Water-borne surface coatings must not be formulated or manufactured with aromatic solvents, formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavelant chromium or their compounds.

.7 Water-borne surface coatings must have a flash point of 61.0ºC or greater.

.8 Both water-borne surface coatings and recycled water-borne surface coatings must be made by a process that does not release:

  .1 Matter in undiluted production plant effluent generating a 'Biochemical Oxygen Demand' (BOD) in excess of 15 mg/L to a natural watercourse or a sewage treatment facility lacking secondary treatment.
  .2 Total Suspended Solids (TSS) in undiluted production plant effluent in excess of 15 mg/L to a natural watercourse or a sewage treatment facility lacking secondary treatment.

.9 Water-borne paints and stains, and water borne varnishes must meet a minimum "Environmentally Friendly" E2 rating.

2.2 COLOURS

.1 Owner will provide Colour Schedule after Contract award.

.2 Selection of colours will be from manufacturer's full range of colours.

.3 Where specific products are available in a restricted range of colours, selection will be based on the limited range.

.4 Second coat in a three coat system to be tinted slightly lighter colour than top coat to show visible difference between coats.

.5 For deep and ultra-deep colours 4 coats may be required.

2.3 MIXING AND TINTING

.1 Perform colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials is allowed only with Owner written permission.

.2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.

.3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.

.4 Thin paint for spraying according in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Owner.

.5 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

2.4 GLOSS/SHEEN RATINGS

.1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following values:

Gloss Level /Category	Units @ 60□/	Units @ 85º
G1 - matte finish	0 to 5	max. 10
G2 - velvet finish	0 to 10	10 to 35
G3 - eggshell finish	10 to 25	10 to 35
G4 - satin finish	20 to 35	min. 35
G5 - semi-gloss finish	35 to 70	
G6 – gloss finish	70 to 85	
G7 - high gloss finish	> 85	

.2 Gloss level ratings of painted surfaces shall be as specified herein.

2.5 EXTERIOR PAINTING SYSTEMS

.1 The following paint formulas requires a three coat finish as indicated in the MPI Architectural Painting Specifications Manual.

.2 Asphalt Surfaces: zone/traffic marking for drive and parking areas, etc.

.1 EXT 2.1B Alkyd zone/traffic marking finish.

.3 Concrete Vertical Surfaces: (including horizontal soffits)

.1 EXT 3.1A – Latex G4 finish

.4 Concrete Horizontal Surfaces: decks

.1 EXT 3.2D - Alkyd floor enamel G4 finish.

.5 Clay Masonry Units: (pressed and extruded brick)

.1 EXT 4.1A - Latex G4 finish.

.6 Concrete Masonry Units: smooth and split face block and brick

.1 EXT 4.2A - Latex G4 finish.

.7 Structural Steel and Metal Fabrications:

.1 EXT 5.1J - Pigmented polyurethane finish (over high build epoxy).

.8 Galvanized Metal: not chromate passivated

.1 EXT 5.3D - Pigmented polyurethane finish for use in high contact/high traffic areas.

.9 Dimension Lumber: columns, beams, exposed joists, underside of decking, siding, fencing, etc.

.1 EXT 6.2L - Semi-transparent stain finish.

.2 EXT 6.2M - Latex G4 finish (over latex primer).

.10 Dressed Lumber: doors, door and window frames, casings, battens, smooth facias, etc.

.1 EXT 6.3L - Latex G4 finish (over latex primer)

.11 Wood Panelling: plywood siding, fascias, soffits, etc.

.1 EXT 6.4K - Latex G4 finish (over latex primer).

.12 Wood Decks and Stairs/Steps: using spaced lumber

.1 EXT 6.5A - Latex porch and floor G4 finish (over primer).

.2 EXT 6.5F - Deck stain finish.

PART 3 EXECUTION

3.1 GENERAL

.1 Perform preparation and operations for exterior painting in accordance with MPI Painting Specifications Manual except where specified otherwise.

.2 Apply all paint materials in accordance with paint manufacturer's written application instructions.

3.2 EXISTING CONDITIONS

.1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Owner damages, defects, unsatisfactory or unfavorable conditions before proceeding with work.

.2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple "cover patch test" and report findings to Owner. Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

.3 Maximum moisture content as follows:

.1 Concrete: 12%.

.2 Clay and Concrete Block/Brick: 12%.

.3 Wood: 15%.

3.3 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 such surfaces as directed by Owner.

.2 Cover or mask windows and other ornamental hardware adjacent to areas being painted to prevent damage and to protect from paint drops and splatters. Use non-staining coverings.

.3 Protect items that are permanently attached such as Fire Labels on doors and frames.

.4 Protect factory finished products and equipment.

.5 Protect passing pedestrians, building occupants and general public in and about the building.

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

.7 Cover or move exterior furniture and portable equipment around building as necessary to carry out painting operations. Replace as painting operations progress.

.8 As painting operations progress, place "WET PAINT" signs in areas of work to approval of Owner.

3.4 CLEANING AND PREPARATION

.1 Clean and prepare exterior surfaces in accordance with MPI Painting Specification Manual requirements. Refer to the MPI Manual in regard to specific requirements and as follows:

  .1 Remove dust, dirt, and other surface debris by wiping with dry, clean cloths or compressed air.
  .2 Wash surfaces with a biodegradable detergent and bleach where applicable and clean warm water using a stiff bristle brush to remove dirt, oil and other surface contaminants.
  .3 Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.
  .4 Allow surfaces to drain completely and allow to dry thoroughly.
  .5 Prepare surfaces for water-based painting, water-based cleaners should be used in place of organic solvents.
  .6 Use trigger operated spray nozzles for water hoses.
  .7 Many water-based paints cannot be removed with water once dried. However, minimize the use of kerosene or any such organic solvents to clean up water-based paints.

.2 Prevent contamination of cleaned surfaces 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 Where possible, prime surfaces of new wood surfaces before installation.
Use same primers as specified for exposed surfaces.

  .1 Apply vinyl sealer to MPI #36 over knots, pitch, sap and resinous areas.

.2 Apply wood filler to nail holes and cracks.
.3 Tint filler to match stains for stained woodwork.

.4 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.

.5 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 or blowing with clean dry compressed air.

.6 Touch up of shop primers with primer as specified in applicable section. Major touch-up including cleaning and painting of field connections, welds, rivets, nuts, washers, bolts, and damaged or defective paint and rusted areas, shall be by supplier of fabricated material.

.7 Do not apply paint until prepared surfaces have been accepted by Owner.

3.5 APPLICATION

.1 Method of application to be as approved by Owner. Apply paint by brush roller, air sprayer, airless sprayer. Conform to manufacturer's application instructions unless specified otherwise.

.2 Brush and Roller Application:

.1 Apply paint in a uniform layer using brush and/or roller of types 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 shall be free of roller tracking and heavy stipple.
.5 Remove runs, sags and brush marks from finished work and repaint.

.3 Spray Application:

.1 Provide and maintain equipment that is suitable for intended purpose, capable of properly atomizing paint to be applied, and equipped with suitable pressure regulators and gauges.

.2 Keep paint ingredients properly mixed in containers during paint application either by continuous mechanical agitation or by intermittent agitation as frequently as necessary.

.3 Apply paint in a uniform layer, with overlapping at edges of spray pattern.

.4 Brush out immediately runs and sags.

.5 Use brushes to work paint into cracks, crevices and places which are not adequately painted by spray.

.6 Wood, stucco, concrete, cement masonry units CMU's and brick; if sprayed, must be back rolled.

.4 Use dipping, sheepskins or daubers only when no other method is practical in places of difficult access and only when specifically authorized by Owner.

.5 Apply coats of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.

.6 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.

.7 Sand and dust between coats to remove visible defects.

.8 Finish surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as projecting ledges.

.9 Finish top, bottom, edges and cutouts of doors after fitting as specified for door surfaces.

3.6 MECHANICAL/ELECTRICAL EQUIPMENT

.1 Unless otherwise specified, paint exterior exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment with colour and finish to match adjacent surfaces, except as notedotherwise.

.2 Touch up scratches and marks on factory painted finishes and equipment with paint as supplied by manufacturer of equipment.

.3 Paint fire protection piping red.

.4 Do not paint over nameplates.

.5 Paint steel electrical light standards. Do not paint outdoor transformers and substation equipment.

3.7 FIELD QUALITY CONTROL

.1 Field inspection of exterior painting operations to be carried out by Owner.

.2 Advise Owner when each applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.

.3 Co-operate with Owner and provide access to areas of work.

.4 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 to 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.

3.8 RESTORATION

.1 Clean and re-install all hardware items removed before undertaken painting operations.

.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.

.4 Protect surfaces from paint droppings and dust to approval of Owner. Avoid scuffing newly applied paint.

.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Owner.

END OF SECTION

PART 1 GENERAL

1.1 RELATED SECTIONS

.1 Section 01 33 00 - Submittal Procedures.

.2 Section 01 43 39 – Mock Up Requirements.

.3 Section 01 45 00 - Quality Control.

.4 Section 01 61 00 - Common Product Requirements.

.5 Section 01 74 21 – Construction/Demolition Waste Management and Disposal.

.6 Section 01 78 00 - Closeout Submittals.

.7 Section 06 20 00 – Finish Carpentry.

.8 Section 06 40 00 - Architectural Woodwork.

.9 Section 08 11 00 – Metal Doors & Frames.

.10 Section 09 21 16 – Gypsum Board Assemblies.

1.2 REFERENCES

.1 Environmental Protection Agency (EPA)

  .1 EPA Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings).

  .2 SW-846, Test Methods for Evaluating Solid Waste: Physical/Chemical Methods.

.2 Master Painters Institute (MPI)

  .1 MPI Architectural Painting Specifications Manual.

.3 Society for Protective Coatings (SSPC)

  .1 SSPC Painting Manual, Volume Two, Systems and Specifications Manual.

.4 National Fire Code of Canada.

1.3 QUALITY ASSURANCE

.1 Contractor shall have a minimum of five years proven satisfactory experience. When requested, provide a list of last three comparable jobs including, job name and location, specifying authority, and project manager.

.2 Qualified journeyperson shall be engaged in painting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with trade regulations.

.3 Conform to latest MPI requirements for interior painting work including preparation and priming.

1.4 ENVIRONMENTAL PERFORMANCE REQUIREMENTS

.1 Provide paint products meeting MPI "Environmentally Friendly" E2 or E3 ratings based on VOC (EPA Method 24) content levels.

.2 Where indoor air quality (odour) is a problem, use only MPI listed materials having a minimum E2 or E3 rating.

1.5 SCHEDULING

.1 Submit work schedule for various stages of painting to Owner for approval. Submit schedule minimum of two (2) working days in advance of proposed operations.

.2 Obtain written authorization from Owner for any changes in work schedule.

.3 Schedule painting operations to prevent disruption of occupants in and about the building.

1.6 SUBMITTALS

.1 Submit product data and manufacturer's installation/application instructions for each paint and coating product to be

.2 Submit product data for the use and application of paint thinner.

.3 Submit WHMIS SDS - Safety Data Sheets. Indicate VOCs during application and curing.

.4 Upon completion, submit records of products used, records to be included in Operating and Maintenance Manuals. List products in relation to finish system and include the following:

.1 Product name, type and use
.2 Manufacturer's product number
.3 Colour numbers
.4 MPI Environmentally Friendly Classification System Rating
.5 Manufacturer's Safety Data Sheets (SDS)

.5 Submit full range colour sample chips to indicate where colour availability is restricted.

.6 Submit duplicate 200 x 300 mm sample panels of each paint with specified paint or coating in colours, gloss/sheen and textures required to MPI Painting Specification Manual standards submitted on the following substrate materials:

.1 3.0 mm steel plate for finishes over metalsurfaces.
.2 13 mm birch plywood for finishes over woodsurfaces.
.3 50 mm concrete block for finishes over concrete or concrete masonry surfaces.
.4 13 mm gypsum board for finishes over gypsum board and other smooth surfaces.

.7 When approved, sample panels shall become acceptable standard of quality for appropriate on-site surface with one of each sample retained on-site.

1.7 QUALITY CONTROL

.1 Provide mock-up in accordance with Section 01 43 39 – Mock Up Requirements.

.2 When requested by Owner, prepare and paint designated surface, area, room or item (in each colour scheme) to requirements specified herein, with specified paint or coating showing selected colours, gloss/sheen, textures and workmanship to MPI Painting Specification Manual standards for review and approval. When approved, surface, area, room and/or items shall become acceptable standard of finish quality and workmanship for similar on-site work.

1.8 DELIVERY, HANDLING AND STORAGE

.1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.

.2 Deliver and store materials in original containers, sealed, with labels intact.

.3 Labels shall clearly indicate:

.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.

.4 Remove damaged, opened and rejected materials from site.

.5 Provide and maintain dry, temperature controlled, secure storage.

.6 Observe manufacturer's recommendations for storage and handling.

.7 Store materials and supplies away from heat generating devices.

.8 Store materials and equipment in a well ventilated area with temperature range 7º C to 30º C.

.9 Store temperature sensitive products above minimum temperature as recommended by manufacturer.

.10 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Owner. After completion of operations, return areas to clean condition to approval of Consultant.

.11 Remove paint materials from storage only in quantities required for same day use.

.12 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.

.13 Fire Safety Requirements:

.1 Provide minimum 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 the National Fire Code ofCanada.

1.9 WASTE MANAGEMENT AND DISPOSAL

.1 Separate waste materials for reuse and recycling in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

.2 Remove from site and dispose of packaging materials at appropriate recycling facilities.

.3 Place materials defined as hazardous or toxic in designated containers.

.4 Ensure emptied containers are sealed and stored safely.

.5 Unused paint, coating materials must be disposed of at official hazardous material collections site as approved by Owner.

.6 Paint, stain and wood preservative finishes and related materials (thinners, and solvents) are regarded as hazardous products and are subject to regulations for disposal.

.7 Material which cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.

.8 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.

.9 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).

1.10 SITE CONDITIONS

.1 Heating, Ventilation and Lighting:

.1 Ventilate enclosed spaces.
.2 Perform no painting work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10° C for 24 hours before, during and after paint application until paint has cured sufficiently.

.3 Where required, provide continuous ventilation for seven days after completion of application of paint.

.4 Perform no painting work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities shall be provided by General Contractor.

.2 Temperature, Humidity and Substrate Moisture Content Levels:

.1 Unless specifically pre-approved by the specifying body, Paint Inspection Agency and the applied product manufacturer, perform no painting work when:

.1 Ambient air and substrate temperatures are below 10° C.

.2 Substrate temperature is over 32° C unless paint is specifically formulated for application at high temperatures.

.3 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer’s prescribed limits.

.4 The relative humidity is above 60% or when the dew point is less than 3° C variance between the air/surfacetemperature.

.2 Perform no painting work when the maximum moisture content of the substrate exceeds:

.1 12% for concrete and masonry (clay andconcrete brick/block).

.2 15% for wood.

.3 12% for plaster and gypsum board.

.3 Conduct moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test".

.4 Test concrete, masonry and plaster surfaces for alkalinity as required.

.3 Surface and Environmental Conditions:

.1 Apply paint finish only 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 only to adequately prepared surfaces and to surfaces within moisture limits noted herein.

.3 Apply paint only when previous coat of paint is dry or adequately cured.

.4 Additional Interior Application Requirements:

.1 Apply paint finishes only when temperature at location of installation can be satisfactorily maintained within manufacturer's recommendations.

.2 Apply paint in occupied facilities during silent hours only. Schedule operations to approval of Owner such that painted surfaces will have dried and cured sufficiently before occupants areaffected.

PART 2 PRODUCTS

2.1 MATERIALS

.1 Paint materials listed in the MPI Approved Products List (APL) are acceptable for use on this project.

.2 Paint materials for paint systems shall be products of a single manufacturer.

.3 Low odor products. Whenever possible, select products exhibiting low odor characteristics. If two products are otherwise equivalent, select the product with the lowest odor. Only qualified products with E2 or E3 ”Environmentally Friendly” rating are acceptable for use on this project.

.4 Paints, coatings, adhesives, solvents, cleaners, lubricants, and other fluids, shall:

.1 be water-based, water soluble, water clean-up.

.2 be non-flammable.

.3 be manufactured without compounds which contribute to ozone depletion in the upper atmosphere.

.4 be manufactured without compounds which contribute to smog in the lower atmosphere.

.5 do not contain methylene chloride, chlorinated hydrocarbons, toxic metal pigments.

.5 Water-borne surface coatings must be manufactured and transported in a manner that steps of process, including disposal of waste products arising therefrom, will meet requirements of applicable governmental acts, by-laws and regulations including, for facilities located in Canada, Fisheries Act and Canadian Environmental Protection Act (CEPA).

.6 Water-borne surface coatings must not be formulated or manufactured with aromatic solvents, formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavelant chromium or their compounds.

.7 Water-borne surface coatings must have a flash point of 61.0°C or greater.

.8 Both water-borne surface coatings and recycled water-borne surface coatings must be made by a process that does not release:

.1 Matter in undiluted production plant effluent generating a 'Biochemical Oxygen Demand' (BOD) in excess of 15 mg/L to a natural watercourse or a sewage treatment facility lacking secondary treatment.

.2 Total Suspended Solids (TSS) in undiluted production plant effluent in excess of 15 mg/L to a natural watercourse or a sewage treatment facility lacking secondary treatment.

.9 Water-borne paints and stains, and water borne varnishes must meet a minimum "Environmentally Friendly" E2 rating.

2.2 COLOURS

.1 Owner will provide Colour Schedule after contract award.

.2 Selection of colours will be from manufacturers full range of colours.

.3 Where specific products are available in a restricted range of colours, selection will be based on the limited range.

.4 Second coat in a three coat system to be tinted slightly lighter colour than top coat to show visible difference between coats.

.5 For deep and ultra-deep colours; 4 coats may be required.

2.3 MIXING AND TINTING

.1 Perform colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials is allowed only with Owner written permission.

.2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.

.3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or any such organic solvents to thin water-based paints.

.4 Thin paint for spraying according in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Owner.

.5 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

2.4 GLOSS/SHEEN RATINGS

.1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following values:

Gloss Level Category	**Units @ 60□**	**Units @ 85□**
G1 - matte finish	max. 5	max. 10
G2 - velvet finish	max. 10	10 to 35
G3 - eggshell finish	10 to 25	10 to 35
G4 - satin finish	20 to 35	min. 35
G5 - semi-gloss finish	35 to 70	
G6 - gloss finish	70 to 85	
G7 - high gloss finish	> 85	

.2 Gloss level ratings of painted surfaces shall be as specified herein.

2.5 INTERIOR PAINTING SYSTEMS

.1 The following paint formulas requires a three coat finish as indicated in the MPI Architectural Painting Specifications Manual.

.2 Concrete Vertical Surfaces: including horizontal soffits

.1 INT 3.1A Latex G5 finish (over sealer).

.3 Concrete Horizontal Surfaces: floors and stairs

.1 INT 3.2B Alkyd floor enamel low gloss finish.

.4 Clay Masonry Units: pressed and extruded brick

.1 INT 4.1A Latex G5 finish.

.5 Concrete Masonry Units: smooth and split face block and brick.

.1 INT 4.2A Latex G5 finish.

.6 Structural Steel and Metal Fabrications: columns, beams, joists, etc.

.1 INT 5.1E Alkyd G5 finish.

.7 Galvanized Metal: doors, frames, railings, misc. steel, pipes, overhead decking, ducts, etc.

.1 INT 5.3A Latex G5 finish.

.8 Dimension Lumber: columns, beams, exposed joists, underside of decking, etc.

.1 INT 6.2D Latex G5 finish (over latex primer).

.9 Dressed Lumber: including doors, door and window frames casings, mouldings, etc.

.1 INT 6.3T Latex G5 finish (over latex primer).

.10 Wood Paneling and Casework: partitions, panels, shelving, millwork, etc.

.1 INT 6.4C Semi-transparent stain finish.

.11 Wood Floors and Stairs: including hardwood flooring, etc.

.1 INT 6.5B Polyurethane varnish gloss finish (over stain).
.2 INT 6.5C Polyurethane varnish gloss finish.

.12 Plaster and Gypsum Board: gypsum wallboard, drywall, “sheet rock type material”, etc and textured finishes:

.1 INT 9.2A Latex G5 finish (over latex sealer) for walls.
.2 INT 9.2A Latex G1 finish (over latex sealer) for ceilings.

.13 Canvas and Cotton coverings:

.1 INT 10.1B Alkyd G5 finish.

.14 Painting of interior game line layouts with colours as noted on approved game line layout drawing on interior resilient (gymnasium) flooring to be by others in accordance with MPI Architectural Painting Specification.

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 interior painting in accordance with MPI Painting Specifications Manual except where specified otherwise.

.2 Apply all paint materials in accordance with paint manufacturer's written application instructions.

3.3 PROTECTION

.1 Protect existing building surfaces and adjacent structures from paint spatters, markings and other damage. If damaged, clean and restore such surfaces as directed by Owner.

.2 Cover or mask floors, windows and other ornamental hardware adjacent to areas being painted to prevent damage and to protect from paint drops and splatters. Use non-staining coverings.

.3 Protect items that are permanently attached such as Fire Labels on doors and frames.

.4 Protect factory finished products and equipment.

.5 Protect passing pedestrians, building occupants and general public in and about the building.

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

.7 As painting operations progress place “WET PAINT” signs in occupied areas to approval of Owner.

3.4 EXAMINATION

.1 Investigate existing substrates for problems related to proper and complete preparation of surfaces to be painted. Report to Owner all damage, defects, unsatisfactory or unfavourable conditions before proceeding with work.

.2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple “cover patch test” and report findings to Owner. Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

.3 Maximum moisture content as follows:

- .1 Plaster and wallboard: 12%
- .2 Masonry/Concrete: 12%
- .3 Concrete Block/Brick: 12%
- .4 Wood: 15%

3.5 CLEANING AND PREPARATION

.1 Clean and prepare surfaces in accordance with MPI Painting Specification Manual requirements. Refer to MPI Manual in regard to specific requirements and as follows:

.1 Remove dust, dirt, and other surface debris by vacuuming, wiping with dry, clean cloths or compressed air.

.2 Wash surfaces with a biodegradable detergent and bleach where applicable and clean warm water using a stiff bristle brush to remove dirt, oil and other surface contaminants.

.3 Rinse scrubbed surfaces with clean water until foreign matter is flushed from surface.

.4 Allow surfaces to drain completely and allow to dry thoroughly.

.5 Prepare surfaces for water-based painting, water-based cleaners should be used in place of organic solvents.

.6 Use trigger operated spray nozzles for waterhoses.

.7 Many water-based paints cannot be removed with water once dried. However, minimize the use of kerosene or any such organic solvents to clean up water-based paints.

.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 Sand existing surfaces with intact, smooth, high gloss coatings to provide adequate adhesion for new finishes.

.4 Where possible, prime surfaces of new wood surfaces before installation. Use same primers as specified for exposed surfaces.

.1 Apply vinyl sealer to MPI #36 over knots, pitch, sap and resinous areas.

.2 Apply wood filler to nail holes and cracks.

.3 Tint filler to match stains for stained woodwork.

.5 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.

.6 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 fromsurfaces, pockets and corners to be painted by brushing with clean brushes blowing with clean dry compressed air, or vacuum cleaning.

.7 Touch up of shop primers with primer as specified in applicable section. Major touch-up including cleaning and painting of field connections, welds, rivets, nuts, washers, bolts, and damaged or defective paint and rusted areas, shall be by supplier of fabricated material.

.8 Do not apply paint until prepared surfaces have been accepted by Owner.

3.6 APPLICATION

.1 Method of application to be as approved by Owner. Apply paint by brush, roller, air sprayer, airless sprayer. Conform to manufacturer's application instructions unless specified otherwise.

.2 Brush and Roller Application:

- .1 Apply paint in a uniform layer using brush and/or roller of types suitable for application.
- .2 Work paint into cracks, crevices and corners.
- .3 Brush and/or roll out runs and sags, and over-lap marks. Rolled surfaces shall be free of roller tracking and heavy stipple.
- .4 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.
- .5 Remove runs, sags and brush marks from finished work and repaint.

.3 Spray application:

- .1 Provide and maintain equipment that is suitable for intended purpose, capable of properly atomizing paint to be applied, and equipped with suitable pressure regulators and gauges.
- .2 Keep paint ingredients properly mixed in containers during paint application either by continuous mechanical agitation or by intermittent agitation as frequently as necessary.
- .3 Apply paint in a uniform layer, with overlapping at edges of spray pattern.
- .4 Brush out immediately all runs and sags.
- .5 Use brushes to work paint into cracks, crevices and places which are not adequately painted by spray.

.4 Use dipping, sheepskins or daubers only when no other method is practical in places of difficult access and only when specifically authorized by Owner.

.5 Apply coats of paint as a continuous film of uniform thickness. Repaint thin spots or bare areas before next coat of paint is applied.

.6 Allow surfaces to dry and properly cure after cleaning and between subsequent coats for minimum time period as recommended by manufacturer.

.7 Sand and dust between coats to remove visible defects.

.8 Finish tops of cupboards, cabinets and projecting ledges, both above and below sight lines as specified for surrounding surfaces.

.9 Finish closets and alcoves as specified for adjoining rooms.

.10 Finish top, bottom, edges and cutouts of doors after fitting as specified for door surfaces.

.11 Wood, drywall, plaster, stucco, concrete, concrete masonry units and brick; if sprayed, must be back rolled.

3.7 MECHANICAL/ELECTRICAL EQUIPMENT

.1 In finished areas: paint exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment with colour and finish to match adjacent surfaces, except as noted otherwise.

.2 In boiler room, mechanical and electrical rooms: paint exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment.

.3 In other unfinished areas: leave exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment in original finish and touch up scratches and marks.

.4 Touch up scratches and marks on factory painted finishes and equipment with paint as supplied by manufacturer of equipment.

.5 Do not paint over nameplates.

.6 Keep sprinkler heads free of paint.

.7 Paint inside of ductwork where visible behind grilles, registers and diffusers with primer and one coat of matt black paint.

.8 Paint disconnect switches for fire alarm system and exit light systems in red enamel.

.9 Paint all fire protection piping red.

.10 Paint both sides and edges of backboards for telephone and electrical equipment before installation. Leave equipment in original finish except for touch-up as required, and paint conduits, mounting accessories and other unfinished items.

.11 Do not paint interior transformers and substation equipment.

3.8 PARTITION MARKING AND IDENTIFICATION

.1 Contractor to stencil on both sides of fire rated separations, fire barriers, smoke barriers and smoke partitions the fire rating for that assembly and wall type (i.e.: **1 HOUR FIRE SEPARATION**).

.2 Stenciled fire ratings and wall types to be minimum 100 mm high **RED** letters, minimum 150 mm above finished ceilings, and minimum 2400 mm o.c. along partition.

3.9 FIELD QUALITY CONTROL

.1 Field inspection of interior painting operations to be carried out by Owner.

.2 Advise Owner when each applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.

.3 Co-operate with Owner and provide access to all areas of the work.

.4 Standard of Acceptance:

- .1 Walls: no defects visible from a distance of 1000 mm at 90 degrees to surface.
- .2 Ceilings: no defects visible from floor at 45 degrees to surface when viewed using final lighting source.
- .3 Final coat to exhibit uniformity of colour and uniformity of sheen across full surface area.

3.10 RESTORATION

.1 Clean and re-install all hardware items removed before undertaken painting operations.

.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Remove paint splashings on exposed surfaces that were not painted. Remove smears and spatter immediately as operations progress, using compatible solvent.

.4 Protect freshly completed surfaces from paint droppings and dust to approval of Owner. Avoid scuffing newly applied paint.

.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved by Owner.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

.1 Moisture testing of substrates.

.2 Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to limits defined under MPI Repainting Maintenance Manual requirements.

.3 Specific pre-treatments noted herein or specified in the MPI Repainting Maintenance Manual.

.4 Sealing/touch-up, spot priming, and/or full priming surfaces for repainting in accordance with MPI Repainting Maintenance Manual requirements.

1.2 RELATED SECTIONS

.1 Section 01 33 00 - Submittal Procedures.

.2 Section 01 43 39 – Mock Up Requirements.

.3 Section 01 45 00 - Quality Control.

.4 Section 01 61 00 - Common Product Requirements.

.5 Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

.6 Section 01 78 00 - Closeout Submittals.

.7 Section 09 01 90.63 - Interior Re-Painting.

.8 Section 09 91 13 - Exterior Painting.

.9 Section 09 91 23 - Interior Painting.

1.3 REFERENCES

.1 Maintenance Repainting Manual by the Master Painters Institute (MPI), including Identifiers, Evaluation, Systems, Preparation and Approved Product List.

.2 Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings) of the Environmental Protection Agency (EPA).

.3 National Fire Code of Canada.

1.4 QUALITY ASSURANCE

.1 Contractor shall have a minimum of five years proven satisfactory experience. Provide a list of last three comparable jobs including, job name and location, specifying authority, and project manager.

.2 Qualified journeyperson who have a "Tradesman Qualification Certificate of Proficiency" shall be engaged in painting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with applicable trade regulations.

.3 Conform to latest MPI requirements for exterior repainting work including cleaning, preparation and priming.

.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with thelatest edition of the MPI Approved Product List and shall be from a single manufacturer for each system used.

.5 Paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI Maintenance Repainting Manual and shall be compatible with other coating materials as required.

.6 Retain purchase orders, invoices and other documents to prove conformance with noted MPI requirements when requested by Owner.

.7 Standard of Acceptance: When viewed using natural prevailing sunlight at peak period of the day (mid-day) on surface viewed, surfaces shall indicate the following:

.1 Walls: No defects visible from a distance of 1000 mm at 90^{o} to surface.

.2 Soffits: No defects visible from grade at 45^{o} tosurface.

.3 Final coat to exhibit uniformity of colour and sheen across full surface area.

1.5 ENVIRONMENTAL PERFORMANCE REQUIREMENTS

.1 Provide paint products meeting MPI "Environmentally Friendly" E2 or E3 ratings based on VOC (EPA Method 24) content levels.

1.6 SCHEDULING OFWORK

.1 Submit work schedule for various stages of painting to Owner for approval. Submit schedule a minimum of two (2) working days in advance of proposed operations.

.2 Paint occupied facilities in accordance with approved schedule. Schedule operations to approval of Owner such that painted surfaces will have dried and cured sufficiently before occupants are affected.

.3 Obtain written authorization from Owner for changes in work schedule.

.4 Schedule repainting operations to prevent disruption by other trades if applicable and by occupants in and about the building.

1.7 SUBMITTALS

.1 Submit full range colour sample chips for review and selection. Indicate where colour availability is restricted.

.2 Submit product data and manufacturer's installation/application instructions for paints and coating products to be used.

.3 Submit WHMIS Safety Data Sheets (SDS) for paints and coating materials to be used.

.4 Upon completion, submit records of products used. List products in relation to finish system and include the following:

.1 Product name, type and use (i.e. materials and location).

.2 Manufacturer's product number.

.3 Colour code numbers.

.4 MPI Environmentally Friendly classification system rating.

.5 Manufacturer's Safety Data Sheets.

.5 Submit duplicate 200 x 300 mm sample panels of each paint, stain, clear coating, with specified paint or coating in colours, gloss/sheen and textures required to MPI Painting Specification Manual standards submitted on the following substrate materials:

.1 3.0 mm plate steel for finishes over metal surfaces.

.2 13 mm birch plywood for finishes over wood surfaces.

.3 50 mm concrete block for finishes over concrete or concrete masonry surfaces.

.4 13 mm gypsum board for finishes over gypsum board and other smooth surfaces.

.6 When approved, samples shall become acceptable standard of quality for appropriate on-site surface with one of each sample retained on-site.

1.8 QUALITY CONTROL

.1 Provide a mock-up in accordance with requirements of Section 01 43 39 – Mock Up Requirements.

.2 Prepare and repaint mock-up designated exterior surface or item to requirements specified herein, with specified paint or coating showing selected colours, gloss/sheen, textures and workmanship to MPI Maintenance Repainting Manual standards for review and approval.

1.9 DELIVERY, HANDLING AND STORAGE

.1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.

.2 Deliver and store materials in original containers, sealed, with labels intact.

.3 Labels shall clearly indicate:

- .1 Manufacturer's name and address.
- .2 Type of paint orcoating.
- .3 Compliance with applicable standard.
- .4 Colour number in accordance with established colour schedule.

.4 Remove damaged, opened and rejected materials from site.

.5 Observe manufacturer's recommendations for storage andhandling.

.6 Store materials and equipment in a secure, dry, well-ventilated area with temperature range between 7^{o} C to 30^{o} C. Store materials and supplies away from heat generating devices and sensitive products above minimum temperature as recommended bymanufacturer.

.7 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Owner. Upon completion of operations, return areas to clean condition to approval ofOwner.

.8 Remove paint materials from storage in quantities required for same day use.

.9 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.

.10 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 the National Fire Code of Canada.

1.10 SITE REQUIREMENTS

.1 Heating, Ventilation and Lighting:

.1 Ventilate enclosed spaces.

.2 Perform no painting work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10º C for 24 hours before, during and after paint application until paint has cured sufficiently.

.3 Where required, provide continuous ventilation for seven days after completion of application ofpaint.

.4 Provide temporary ventilating and heating equipment where permanent facilities are notavailable.

.5 Perform no painting work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities shall be provided by General Contractor.

.2 Temperature, Humidity and Substrate Moisture ContentLevels:

.1 Unless specifically pre-approved by Owner and applied product manufacturer, do not perform repainting work when: Ambient air substrate temp are below 10^{o} C

.1 Substrate temperature is over 32^{o} C unless paint is specifically formulated for application at high temperatures.

.2 Substrate and ambient air temperatures are expected to fall outside MPI or paint manufacturer's prescribed limits.

.3 Relative humidity is above 85% or when dew point is less than 3^{o} C variance between air/surface temperature.

.4 Rain or snow is forecast to occur before paint has thoroughly cured.

.5 It is foggy, misty, raining or snowing at site.

.2 Conduct moisture tests using a properly calibrated electronic Moisture Meter, except test existing painted concrete floors for moisture using a simple "cover patch test".

.3 Do not perform repainting work when maximum moisture content of substrate exceeds:

.1 12% for concrete and masonry (clay and concrete brick/block).

.2 15% for wood.

.3 12% for stucco.

.4 Test painted concrete, masonry and plaster surfaces for alkalinity as required.

.3 Application Requirements:

.1 Apply paint finish in areas where dust is no longer being generated by related construction operations or when wind conditions are such that airborne particles will affect quality of finished surface.

.2 Apply paint to adequately prepared surfaces and to surfaces within moisture limits noted herein.

.3 Apply paint when previous coat of paint is dry or adequately cured, unless otherwise pre-approved by specific coating manufacturer.

.4 Apply paint finishes when conditions forecast for entire period of application fall within manufacturer's recommendations.

.5 Do not apply paintwhen:

.1 Temperature is expected to drop below 10^{O} 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.

.6 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.

.7 Schedule repainting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.

.8 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.

1.11 WASTE MANAGEMENT AND DISPOSAL

.1 Separate and recycle waste materials in accordance with Section 01 74 21 - Construction/Demolition Waste Management and Disposal.

.2 Remove from site and dispose of packaging materials at appropriate recycling facilities.

.3 Place materials defined as hazardous or toxic in designated containers.

.4 Ensure emptied containers are sealed and stored safely.

.5 Unused paint, coating materials must be disposed of at official hazardous material collections site as approved by Owner.

.6 Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are 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.

.7 Materials that cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.

.8 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.

.9 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground the following procedures shall be strictly adhered to:

- .1 Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.
- .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 an approved legal manner in accordance with hazardous waste regulations.

.10 Empty paint cans are to be dry prior to disposal or recycling (where available).

.11 Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

PART 2 PRODUCTS

2.1 MATERIALS

.1 Paint materials listed in the latest edition of the MPI Approved Product List (APL) are acceptable for use on this project.

.2 Paint materials for repaint systems shall be products of a single manufacturer.

.3 Low odour products: whenever possible, select products exhibiting low odour characteristics. If two products are otherwise equivalent, select the product with the lowest odour. Only qualified products with E2 or E3 "Environmentally Friendly" rating are acceptable for use on this project.

.4 Paints, coatings, thinners, solvents, cleaners and other fluids used in repainting, shall:

- .1 Be water-based, water soluble, water clean-up.
- .2 Be non-flammable
- .3 Not contain methylene chloride, chlorinated hydrocarbons, toxic metal pigments.
- .4 Be manufactured without compounds which contribute to ozone depletion in the upper atmosphere.
- .5 Be manufactured without compounds which contribute to smog in the lower atmosphere.

.5 Paints and coatings must be manufactured and transported in a manner that steps of processes, including disposal of waste products arising therefrom, will meet requirements of applicable governmental acts, by-laws and regulations including, for facilities located in Canada, Fisheries Act and Canadian Environmental Protection Act (CEPA).

.6 Paints and coatings must not be formulated or manufactured with formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavelant chromium or their compounds.

.7 Both water-borne surface coatings and recycled water-borne surface coatings must be made by a process that does not release:

.1 Matter in undiluted production plant effluent generating a 'Biochemical Oxygen Demand' (BOD) in excess of 15 mg/L to a natural watercourse or a sewage treatment facility lacking secondary treatment.

.2 Total Suspended Solids (TSS) in undiluted production plant effluent in excess of 15 mg/L to a natural watercourse or a sewage treatment facility lacking secondarytreatment.

.8 Water-borne paints and stains, and water borne varnishes must meet a minimum "Environmentally Friendly" E2rating.

2.2 COLOURS

.1 Owner will provide Colour Schedule after Contract award.

.2 Selection of colours will be from manufacturer’s full range of colours.

.3 Where specific products are available in a restricted range of colours, selection will be based on the limited range.

.4 Second coat in a three coat repaint system to be tinted slightly lighter colour than top coat to show visible difference between coats.

2.3 MIXING ANDTINTING

.1 Perform colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials is allowed with Ownerwritten permission.

.2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.

.3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or such organic solvents to thin water-based paints.

.4 Thin paint for spraying according in strict accordance with paint manufacturer's instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Owner.

.5 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

2.4 GLOSS / SHEEN RATINGS

.1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following MPI gloss/sheen standard values:

Gloss Level Category	Units @ 60^{o}	Units @ 85^{o}
G1 - matte finish	0 to 5	maximum 10
G2 - velvet finish	0 to 10	10 to 35
G3 - eggshell finish	10 to 25	10 to 35
G4 - satin finish	20 to 35	minimum 35
G5 - semi-gloss finish	35 to 70	
G6 - gloss finish	70 to 85	
G7 - high gloss finish	> 85	

.2 Gloss level ratings of repainted surfaces shall be as specified herein.

2.5 EXTERIOR PAINTINGSYSTEMS

.1 The following paint formulas requires a two coat finish as indicated in the MPI Repainting Maintenance Manual.

.2 REX 2.1 - Asphalt Surfaces: Zone/Traffic Marking for Drive and Parking Areas, etc.

.1 REX 2.1B - Alkyd Zone/Traffic Marking Finish.

.3 REX 3.1 - Concrete Vertical Surfaces: (including horizontal soffits).

.1 REX 3.1A - Latex G4 finish.

.4 REX 3.2 - Concrete Horizontal Surfaces: (decks, stairs, parking and court areas, driveways, etc.).

.1 REX 3.2A - Latex Floor Paint G4.

.5 REX 4.1 - Clay Masonry Units: (Pressed and Extruded Brick).

.1 REX 4.1A - Latex G4 finish.

.6 REX 4.2 - Concrete Masonry Units: (Concrete Block and Brick).

.1 REX 4.2A - Latex G4 finish.

.7 REX 5.1 - Structural Steel and Metal Fabrications: (columns, beams, joists, etc.).

.1 REX 5.1F - 2 Component Epoxy finish.

.8 REX 5.3 - Galvanized Metal: High Contact/High Traffic Areas (Doors, Frames, Railings, Pipes, Handrail, etc. Low Contact/Low Traffic Areas (Overhead Decking, Eavestrough (Gutters), Downpipes, Ducts, etc.

.1 REX 5.3B - Alkyd G5 finish.

.9 REX 6.2 - Dimension Lumber: (columns, beams, exposed joists, underside of decking, siding, fencing, etc.).

.1 REX 6.2A - Latex G4 (over latex primer).

.2 REX 6.2E - Semi-Transparent Stain.

.10 REX 6.3 - Dressed Lumber: (doors, door and window frames, casings, battens, smooth fascias, etc.)

.1 REX 6.3L - Latex G4 finish.

.11 REX 6.4 - Wood Panelling: (plywood siding, fascias, soffits, etc.).

.1 REX 6.4G - Latex G4 finish.

.12 REX 6.5 - Wood Decks and Stairs/Steps: (using spaced lumber).

.1 REX 6.5A - Porch and Floor Acrylic Latex G4 finish (over primer).

.2 REX 6.5C - Deck Stain.

PART 3 EXECUTION

3.1 GENERAL

.1 Perform preparation and operations for exterior painting in accordance with MPI Maintenance Repainting requirements except where specified otherwise.

.2 Apply paint materials in accordance with paint manufacturer's written application instructions.

3.2 EXISTINGCONDITIONS

.1 Prior to commencing work, thoroughly examine site conditions and existing exterior substrates to be repainted and report in writing to Owner damages, defects, unsatisfactory orunfavourable conditions of surfaces that will adversely affect thiswork.

.2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple "cover patch test" and report findings to Owner. Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

.3 Maximum moisture content asfollows:

.1 Concrete: 12%.

.2 Clay and Concrete Block/Brick: 12%.

.3 Wood: 15%.

.4 No repainting work shall commence until such adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the Painting Subcontractor and Inspection Agency. Commencement of work shall not be held to imply acceptance of surfaces except as qualified herein.

.5 Degree of surface deterioration (DSD) shall be assessed using MPI Identifiers and Assessment criteria indicated in the MPI Maintenance Repainting Manual. MPI DSD ratings and descriptions are asfollows:

Condition	Description
DSD-0	Sound Surface (includes visual (aesthetic) defects that do not affect film's protective properties).
DSD-1	Slightly Deteriorated Surface (indicating fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.).
DSD-2	Moderately Deteriorated Surface (small areas of peeling, flaking, slight cracking, staining, etc.).
DSD-3	Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
DSD-4	Substrate Damage (repair or replacement of surface required by others).

3.3 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 such surfaces as directed by Owner.

.2 Cover or mask windows and other ornamental hardware adjacent to areas being painted to prevent damage and to protect from paint drops and splatters. Use non-staining coverings.

.3 Protect items that are permanently attached such as Fire Labels on doors and frames.

.4 Protect factory finished products andequipment.

.5 Protect general public and building occupants in and about the building.

.6 Remove electrical cover plates, light fixtures, surface hardware on doors, and surface mounted equipment, fittings and fastenings prior to undertaking painting operations. Items shall be securely stored and re-installed after painting is completed.

.7 Move and cover exterior furniture and portable equipment as necessary to carry out painting operations. Replace aspainting operations progress.

.8 As painting operations progress, place "WET PAINT" signs in pedestrian and vehicle traffic areas to approval of Owner.

3.4 CLEANING ANDPREPARATION

.1 Clean and prepare exterior surfaces to be repainted in accordance with MPI Maintenance Repainting Manual requirements. Refer to MPI Manual in regard to specific requirements and as follows:

.1 Remove dust, dirt, and surface debris by wiping with dry, clean cloths or compressed air.

.2 Wash surfaces with a biodegradable detergent and bleach where applicable and clean warm water using a stiff bristle brush to remove dirt, oil and surface contaminants.

.3 Rinse scrubbed surfaces with clean water until foreign matter is flushed fromsurface.

.4 Use trigger operated spray nozzles for water hoses.

.5 Allow surfaces to drain completely and to dry thoroughly.

.6 Use water-based cleaners in place of organic solvents where surfaces will be repainted using water based paints.

.7 Many water-based paints cannot be removed with water once dried. However, minimize the use of kerosene or such organic solvents to clean up water-based paints.

.2 Where required, pressure wash exterior surfaces prior to repainting in accordance with MPI standards for type of surfaces and recommended pressures to ensure complete removal of loose paint, stains, dirt, and foreign matter. This work to be carried out by qualified tradesman experienced in pressure water cleaning. Use of spray equipment such as water hose cleaning will not be considered satisfactory unless specified herein. Allow sufficient drying time and test surfaces using an electronic moisture meter before commencing work.

.3 Clean metal surfaces to be repainted by removing rust, dirt, oil, greaseand foreign substances in accordance with MPI requirements. Remove such contaminates from surfaces, pockets and corners to be repainted by brushing with clean brushes, blowing with clean dry compressed air, or brushing/vacuum cleaning as required.

.4 Prevent contamination of cleaned surfaces by salts, acids, alkalis, corrosive chemicals, grease, oil and solvents before priming and between applications of remaining coats. Touch-up, spot prime, and apply primer, paint, or
pre-treatment as soon as possible after cleaning and before deterioration occurs.

.5 Do not apply paint until prepared surfaces have been accepted by Owner.

.6 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects from previously painting (e.g. runs, sags, etc.) that are visible from a distance up to 1000 mm.

3.5 APPLICATION

.1 Method of application to be as approved by Owner. Apply paint by brush, roller, air sprayer, airless sprayer. Conform to manufacturer's application instructions unless specified otherwise.

.2 Brush and Roller Application:

.1 Apply paint in a uniform layer using brush and/or roller of types 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 to be free of roller tracking and heavy stipple.

.5 Remove runs, sags and brush marks from finished work and repaint.

.3 Spray Application:

.1 Provide and maintain equipment that is suitable for intended purpose, capable of properly atomizing paint to be applied, and equipped with suitable pressure regulators and gauges.

.2 Keep paint ingredients properly mixed in containers during paint application either by continuous mechanical agitation or by intermittent agitation as frequently necessary.

.3 Apply paint in a uniform layer, with overlapping at edges of spray pattern.

.4 Back roll spray applications and brush out runs and sags immediately.

.5 Use brushes to work paint into cracks, crevices and places that are not adequately painted by spray.

.4 Use dipping, sheepskins or daubers when no other method is practical in places of difficult access and when specifically authorized by Owner.

.5 Apply paint coats in a continuous manner and allow surfaces to dry and properly cure between coats for minimum time period as recommended by manufacturer. Minimum dry film thickness of coats shall not be less than that recommended by the manufacturer. Repaint thin spots or bare areas before next coat of paint is applied.

.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 such surfaces as projecting ledges.

.8 Finish to doors shall include all edges including top and bottom edges. Surfaces concealed by door hardware shall also be repainted unless otherwise pre-approved.

3.6 MECHANICAL / ELECTRICAL EQUIPMENT

.1 Unless otherwise noted, repainting shall also include exposed to view/previously painted exterior mechanical and electrical equipment and components (panels, conduits, piping, hangers, ductwork, etc.).

.2 Touch up scratches and marks and repaint such mechanical and electrical equipment and components with colour and finish to match existing finish unless otherwise noted or scheduled.

.3 Do not paint over name plates or instruction labels.

3.7 FIELD QUALITYCONTROL

.1 Field inspection of exterior painting operations to be carried out by Owner.

.2 Advise Owner when each surface and applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.

.3 Co-operate with Owner and provide access to areas of work.

3.8 CLEAN-UP

.1 Remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

.2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.

.3 Remove combustible rubbish materials and empty paint cans each dayand safely dispose of same in accordance with requirements of authorities having jurisdiction.

.4 Clean equipment and dispose of wash water used for water borne materials, solvents used for oil based materials as well as cleaning and protective materials (e.g. rags, drop cloths, masking papers, etc.), paints, thinners, paint removers / strippers in accordance with the safety requirements of authorities having jurisdiction and as noted herein.

.5 Painting equipment shall be cleaned in leak-proof containers that will permit particulate matter to settle out and be collected. Sediment remaining from cleaning operations shall be disposed of in a manner acceptable to authorities having jurisdiction.

.6 Paint and coatings in excess of repainting requirements shall be recycled as noted herein.

3.9 RESTORATION

.1 Clean and re-install hardware items removed before undertaken painting operations.

.2 Remove protective coverings and warning signs as soon as practical after operations cease.

.3 Remove paint splashings on affected exposed surfaces. Remove smears and spatter immediately as operations progress, using compatible solvent.

.4 Protect freshly completed surfaces from paint droppings and dust to approval of Owner. Avoid scuffing newly appliedpaint.

.5 Restore areas used for storage, cleaning, mixing and handling of paint to clean condition as approved byOwner.

END OFSECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

.1 Moisture testing of substrates.

.2 Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces and areas to limits defined under MPI Repainting Maintenance Manual requirements.

.3 Specific pre-treatments noted herein or specified in the MPI Repainting Maintenance Manual.

.4 Sealing/touch-up, spot priming, and/or full priming surfaces for repainting in accordance with MPI Repainting Maintenance Manual requirements.

.5 Provision of safe and adequate ventilation as required where toxic and/or volatile/flammable materials are being used over and above temporary ventilation supplied by others.

1.2 RELATED SECTIONS

.1 Section 01 33 00 - Submittal Procedures.

.2 Section 01 43 39 – Mock Up Requirements.

.3 Section 01 45 00 - Quality Control.

.4 Section 01 61 00 - Common Product Requirements.

.5 Section 01 74 21 - Construction/Demolition Waste Management And Disposal.

.6 Section 01 78 00 - Closeout Submittals.

.7 Section 09 01 90.62 - Exterior Re-Painting.

.8 Section 09 91 13 - Exterior Painting.

.9 Section 09 91 23 - Interior Painting.

1.3 REFERENCES

.1 Maintenance Repainting Manual by the Master Painters Institute (MPI), including Identifiers, Evaluation, Systems, Preparation and Approved Product List.

.2 Test Method for Measuring Total Volatile Organic Compound Content of Consumer Products, Method 24 (for Surface Coatings) of the Environmental Protection Agency (EPA).

.3 National Fire Code of Canada.

1.4 QUALITY ASSURANCE

.1 Contractor shall have a minimum of five years proven satisfactory experience. Provide a list of last three comparable jobs including, job name and location, specifying authority, and projectmanager.

.2 Qualified journeyperson who have a "Tradesman Qualification Certificate of Proficiency" shall be engaged in repainting work. Apprentices may be employed provided they work under the direct supervision of a qualified journeyperson in accordance with applicable trade regulations.

.3 Conform to latest MPI requirements for interior repainting work including cleaning, preparation and priming.

.4 Materials (primers, paints, coatings, varnishes, stains, lacquers, fillers, thinners, solvents, etc.) shall be in accordance with thelatest edition of the MPI Approved Product List and shall be from a single manufacturer for each system used.

.5 Paint materials such as linseed oil, shellac, turpentine, etc. shall be the highest quality product of an approved manufacturer listed in MPI

Maintenance Repainting Manual and shall be compatible with other coating materials as required.

.6 Retain purchase orders, invoices and other documents to prove conformance with noted MPI requirements when requested by Owner.

.7 Standard of Acceptance: When viewed using final lighting source surfaces shall indicate the following:

.1 Walls: No defects visible from a distance of 1000 mm at 90^{o} to surface.

.2 Ceilings: No defects visible from floor at 45^{o} to surface.

.3 Final coat to exhibit uniformity of colour and sheen across full surface area.

1.5 ENVIRONMENTAL PERFORMANCEREQUIREMENTS

.1 Provide paint products meeting MPI "Environmentally Friendly" E2 or E3 ratings based on VOC (EPA Method 24) content levels.

1.6 SCHEDULING OFWORK

.1 Submit work schedule for various stages of painting to Owner for approval. Submit schedule a minimum of two (2) working days in advance of proposedoperations.

.2 Paint occupied facilities in accordance with approved schedule. Schedule operations to approval of Owner such that painted surfaces will have dried and cured sufficiently before occupants are affected.

.3 Obtain written authorization from Owner for changes in work schedule.

.4 Schedule repainting operations to prevent disruption by other trades if applicable and by occupants in and about the building.

1.7 SUBMITTALS

.1 Submit full range colour sample chips for review and selection. Indicate where colour availability is restricted.

.2 Submit product data and manufacturer's installation/application instructions for paints and coating products to be used.

.3 Submit WHMIS SDS - Safety Data Sheets for paint and coating materials to be used.

.4 Upon completion, submit records of products used. List products in relation to finish system and include the following:

.1 Product name, type and use (i.e. materials and location).

.2 Manufacturer's product number.

.3 Colour code numbers.

.4 MPI Environmentally Friendly classification system rating.

.5 Manufacturer's Safety Data Sheets (SDS).

.5 Submit duplicate 200 x 300 mm sample panels of each paint, stain, clear coating, with specified paint or coating in colours, gloss/sheen and textures required to MPI Painting Specification Manual standards submitted on the following substrate materials:

.1 3 mm plate steel for finishes over metal surfaces.

.2 13 mm birch plywood for finishes over wood surfaces.

.3 50 mm concrete block for finishes over concrete or concrete masonry surfaces.

.4 13 mm gypsum board for finishes over gypsum board and other smooth surfaces.

.6 When approved, samples shall become acceptable standard of quality for appropriate on-site surface with one of each sample retained on-site.

1.8 QUALITY CONTROL

.1 Provide a mock-up in accordance with requirements of Section 01 43 39 – Mock Up Requirements, toOwner’s requirements.

.2 Prepare and repaint mock-up designated interior room, surface or item to requirements specified herein, with specified paint or coating showing selected colours, gloss/sheen, textures and workmanship to MPI Maintenance Repainting Manual standards for review and approval.

1.9 DELIVERY, HANDLING AND STORAGE

.1 Deliver, store and handle materials in accordance with Section 01 61 00 - Common Product Requirements.

.2 Deliver and store materials in original containers, sealed, with labels intact.

.3 Labels shall clearly indicate:

- .1 Manufacturer's name and address.
- .2 Type of paint orcoating.
- .3 Compliance with applicable standard.
- .4 Colour number in accordance with established colour schedule.

.4 Remove damaged, opened and rejected materials from site.

.5 Observe manufacturer's recommendations for storage andhandling.

.6 Store materials and equipment in a secure, dry, well-ventilated area with temperature range between 7^{o} C to 30^{o} C. Store materials and supplies away from heat generating devices and sensitive products above minimum temperature as recommended bymanufacturer.

.7 Keep areas used for storage, cleaning and preparation, clean and orderly to approval of Owner. After completion of operations, return areas to clean condition to approval ofOwner.

.8 Remove paint materials from storage in quantities required for same day use.

.9 Comply with requirements of Workplace Hazardous Materials Information System (WHMIS) regarding use, handling storage, and disposal of hazardous materials.

.10 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 the National Fire Code of Canada.

1.10 SITE REQUIREMENTS

.1 Heating, Ventilation and Lighting:

.1 Ventilate enclosed spaces.

.2 Perform no repainting work unless adequate and continuous ventilation and sufficient heating facilities are in place to maintain ambient air and substrate temperatures above 10^{o} C for 24 hours before, during and after paint application and until paint has cured sufficiently.

.3 Where required, provide continuous ventilation for seven days after completion of application ofpaint.

.4 Provide temporary ventilating and heating equipment where permanent facilities are notavailable.

.5 Perform no painting work unless a minimum lighting level of 323 Lux is provided on surfaces to be painted. Adequate lighting facilities shall be provided by General Contractor.

.2 Temperature, Humidity and Substrate Moisture ContentLevels:

.1 Unless specifically pre-approved by Owner and applied product manufacturer, perform no repainting work when:

.1 Ambient air and substrate temperatures are below 10^{o} C.

.2 Substrate temperature is over 32^{o} C unless paint is specifically formulated for application at high temperatures.

.3 Substrate and ambient air temperatures areexpected to fall outside MPI or paint manufacturer's prescribed limits.

.4 Relative humidity is above 85% or when dew point is less than 3^{o} C variance between air/surface temperature.

.5 Rain or snow is forecast to occur before paint has thoroughly cured.

.6 It is foggy, misty, raining or snowing at site.

.2 Conduct moisture tests using a properly calibrated electronic Moisture Meter, except use a simple "cover patch test" on concrete floors to be repainted.

.3 Perform no repainting work when maximum moisture content of substrate exceeds:

.1 12% for concrete and masonry (clay and concrete brick/block).

.2 15% for wood.

.3 12% for plaster and gypsumboard.

.4 Test painted concrete, masonry and plaster surfaces for alkalinity as required.

.3 Application Requirements:

.1 Apply paint finish in areas where dust is no longer being generated by related construction operations or when 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 noted herein.

.3 Apply paint when previous coat of paint is dry or adequately cured, unless otherwise pre-approved by the specific coating manufacturer.

.4 Apply paint finishes when conditions forecast for entire period of application fall within manufacturer's recommendations.

.5 Do not apply paintwhen:

.1 Temperature is expected to drop below 10^{O} 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.

.6 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.

.7 Schedule repainting operations such that surfaces exposed to direct, intense sunlight are scheduled for completion during early morning.

.8 Remove paint from areas which have been exposed to freezing, excess humidity, rain, snow or condensation. Prepare surface again and repaint.

1.11 WASTE MANAGEMENT AND DISPOSAL

.1 Separate and recycle waste materials in accordance with Section 01 74 21 - Construction/Demolition Waste Management And Disposal.

.2 Remove from site and dispose of packaging materials at appropriate recycling facilities.

.3 Place materials defined as hazardous or toxic in designated containers.

.4 Ensure emptied containers are sealed and stored safely.

.5 Unused paint, coating materials must be disposed of at official hazardous material collections site as approved by Owner.

.6 Paint, stain and wood preservative finishes and related materials (thinners, solvents, etc.) are 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.

.7 Materials that cannot be reused must be treated as hazardous waste and disposed of in an appropriate manner.

.8 Place materials defined as hazardous or toxic waste, including used sealant and adhesive tubes and containers, in containers or areas designated for hazardous waste.

.9 To reduce the amount of contaminants entering waterways, sanitary/storm drain systems or into the ground the following procedures shall be strictly adhered to:

.1 Retain cleaning water for water-based materials to allow sediments to be filtered out. In no case shall equipment be cleaned using free draining water.

.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 an approved legal manner in accordance with hazardous waste regulations.

.10 Empty paint cans are to be dry prior to disposal or recycling (where available).

.11 Close and seal tightly partly used cans of materials including sealant and adhesive containers and store protected in well ventilated fire-safe area at moderate temperature.

PART 2 PRODUCTS

2.1 MATERIALS

.1 Paint materials listed in the latest edition of the MPI Approved Product List (APL) are acceptable for use on this project.

.2 Paint materials for repaint systems shall be products of a single manufacturer.

.3 Low odour products: whenever possible, select products exhibiting low odour characteristics. If two products are otherwise equivalent, select the product with the lowest odour. Only qualified products with E2 or E3 "Environmentally Friendly" rating are acceptable for use on this project.

.4 Paints, coatings, thinners, solvents, cleaners and other fluids used in repainting, shall:

- .1 Be water-based, water soluble, water clean-up.
- .2 Be non-flammable.
- .3 Not contain methylene chloride, chlorinated hydrocarbons, toxic metal pigments.
- .4 Be manufactured without compounds which contribute to ozone depletion in the upper atmosphere.
- .5 Be manufactured without compounds which contribute to smog in the lower atmosphere.
- .6 Be manufactured in a manner where matter generating a 'Biochemical Oxygen Demand' (BOD) in undiluted production plant effluent discharged to a natural watercourse or a sewage treatment facility lacking secondary treatment does not exceed 15 mg/L.

.7 Be manufactured in a manner where the total suspended solids (TSS) content in undiluted production plant effluent discharged to a natural watercourse or a sewage treatment facility lacking secondary treatment does not exceed 15 mg/L.

.5 Paints and coatings must be manufactured and transported in a manner that steps of processes, including disposal of waste products arising therefrom, will meet requirements of applicable governmental acts, by-laws and regulations including, for facilities located in Canada, Fisheries Act and Canadian Environmental Protection Act (CEPA).

.6 Paints and coatings must not be formulated or manufactured with formaldehyde, halogenated solvents, mercury, lead, cadmium, hexavelant chromium or their compounds.

.7 Water-borne paints and stains, and water borne varnishes must meet a minimum "Environmentally Friendly" E2 rating.

2.2 COLOURS

.1 Owner will provide Colour Schedule after Contract award.

.2 Selection of colours will be from manufacturers full range of colours.

.3 Where specific products are available in a restricted range of colours, selection will be based on the limited range.

.4 Second coat in a three coat repaint system to be tinted slightly lighter colour than top coat to show visible difference between coats.

2.3 MIXING ANDTINTING

.1 Perform colour tinting operations prior to delivery of paint to site. On-site tinting of painting materials is allowed with Owner written permission.

.2 Paste, powder or catalyzed paint mixes shall be mixed in strict accordance with manufacturer's written instructions.

.3 Where thinner is used, addition shall not exceed paint manufacturer's recommendations. Do not use kerosene or such organic solvents to thin water-based paints.

.4 Thin paint for spraying according in strict accordance with paint manufacturer' instructions. If directions are not on container, obtain instructions in writing from manufacturer and provide copy of instructions to Owner.

.5 Re-mix paint in containers prior to and during application to ensure break-up of lumps, complete dispersion of settled pigment, and colour and gloss uniformity.

2.4 GLOSS/SHEEN RATINGS

.1 Paint gloss shall be defined as the sheen rating of applied paint, in accordance with the following MPI gloss / sheen standard values:

Gloss Level Category	Units @60°	Units @ 85°
G1 - matte finish	0 to 5	maximum 10
G2 - velvet finish	0 to 10	10 to 35
G3 - eggshell finish	10 to 25	10 to 35
G4 - satin finish	20 to 35	minimum 35
G5 - semi-gloss finish	35 to 70	
G6 - gloss finish	70 to 85	
G7 - high gloss finish	> 85	

.2 Gloss level ratings of repainted surfaces shall be as specified herein.

2.5 INTERIOR PAINTINGSYSTEMS

.1 The following paint formulas requires a two coat finish as indicated in the MPI Repainting Maintenance Manual.

.2 RIN 2.1 - Asphalt Surfaces: (zone/traffic marking on interior drive and parking areas, etc.).

.1 RIN 2.1B - Alkyd Zone/Traffic Marking.

.3 RIN 3.1 - Concrete Vertical Surfaces: (includingsoffits).

.1 RIN 3.1A - Latex G4 finish.

.4 RIN 3.2 - Concrete Horizontal Surfaces: (floors and stairs, etc.).

.1 RIN 3.2A - Latex Floor Enamel G4.

.5 RIN 4.1 - Clay Masonry Units: (pressed and extruded brick).

.1 RIN 4.1A - Latex G4 finish.

.6 RIN 4.2 - Concrete Masonry Units: (Concrete Block and Concrete Brick).

.1 RIN 4.2A - Latex G4 finish.

.7 RIN 5.1 - Structural Steel and Metal Fabrications.

.1 RIN 5.1K - 2 Component Epoxy finish.

.8 RIN 5.3 - Galvanized Metal: (High Contact/High Traffic Areas (Doors, Frames, Railings, Pipes, Handrails, etc.). Low Contact/Low traffic areas (Overhead Decking, Pipes, Ducts, etc.)

.1 RIN 5.3C - Alkyd G5 finish.

.9 RIN 6.2 - Dimension Lumber: (Columns, Beams, Exposed Joists, Underside of Decking, etc.)

.1 RIN 6.2A - Latex G4 (over latex primer).

.10 RIN 6.3 - Dressed Lumber: (Including Doors, Door and Window Frames, Mouldings, etc.)

.1 RIN 6.3A - Latex G5 finish.

.11 RIN 6.4 - Wood Panelling and Casework: (Partitions, Panels, Shelving, Millwork, etc.).

.1 RIN 6.4B – Latex G4 finish.

.12 RIN 6.5 - Wood Floors and Stairs: (Including Hardwood Flooring).

.1 RIN 6.5A - Alkyd Floor Enamel G4 (over primer).

.13 RIN 9.2 - Plaster and Gypsum Board: (gypsum wallboard, drywall, "sheet rock type material", etc.,

.1 RIN 9.2A - Latex G5 (over latex sealer) for walls.

.2 RIN 9.2A - Latex G1 (over latex sealer) for ceilings.

.14 RIN 10.1 - Canvas and Cotton Coverings:

.1 RIN 10.1B - Alkyd G5 finish.

PART 3 EXECUTION

3.1 GENERAL

.1 Perform preparation and operations for interior painting in accordance with MPI Maintenance Repainting Manual requirements except where otherwise specified.

.2 Apply paint materials in accordance with paint manufacturer's written application instructions.

3.2 EXISTINGCONDITIONS

.1 Prior to commencing work, thoroughly examine site conditions and existing interior substrates to be repainted. Report in writing to Owner damages, defects, or unsatisfactory or unfavourable conditions or surfaces that will adversely affect this work.

.2 Conduct moisture testing of surfaces to be painted using a properly calibrated electronic moisture meter, except test concrete floors for moisture using a simple "cover patch test" and report findings to Owner . Do not proceed with work until conditions fall within acceptable range as recommended by manufacturer.

.3 Maximum moisture content asfollows:

.1 Concrete: 12%.

.2 Clay and Concrete Block/Brick: 12%.

.3 Wood: 15%.

.4 No repainting work shall commence until such adverse conditions and defects have been corrected and surfaces and conditions are acceptable to the Painting Subcontractor and Inspection Agency. Commencement of work shall not be held to imply acceptance of surfaces except as qualified herein.

.5 Degree of surface deterioration (DSD) shall be assessed using MPI Identifiers and Assessment criteria indicated in the MPI Maintenance Repainting Manual. MPI DSD ratings and descriptions are asfollows:

Condition	Description
DSD-0	Sound Surface (includes visual (aesthetic) defects that do not affect film's protective properties).
DSD-1	Slightly Deteriorated Surface (indicating fading; gloss reduction, slight surface contamination, minor pin holes scratches, etc.).
DSD-2	Moderately Deteriorated Surface (small areas of peeling, flaking, slight cracking, staining, etc.).
DSD-3	Severely Deteriorated Surface (heavy peeling, flaking, cracking, checking, scratches, scuffs, abrasion, small holes and gouges).
DSD-4	Substrate Damage (repair or replacement of surface required by others).

3.3 PROTECTION

.1 Protect existing surfaces and adjacent fixtures and furnishings from paint spatters, markings and other damage by suitable non-staining covers or masking. If damaged, clean and restore such surfaces as directed by Owner.

.2 Cover or mask windows and other ornamental hardware adjacent to areas being painted to prevent damage and to protect from paint drops and splatters. Use non-staining coverings.

.3 Protect items that are permanently attached such as Fire Labels on doors and frames.

.4 Protect factory finished products andequipment.

.5 Protect general public and building occupants in and about the building.

.6 Remove electrical cover plates, light fixtures, surface hardware on doors, bath accessories and surface mounted equipment, fittings and fastenings prior to undertaking re-painting operations. Items shall be securely stored and re-installed after painting is completed.

.7 Move and cover furniture and portable equipment as necessary to carry out repainting operations. Replace as painting operations progress.

.8 As repainting operations progress, place "WET PAINT" signs in occupied areas to approval of Owner.

3.4 CLEANING ANDPREPARATION

.1 Clean and prepare interior surfaces to be repainted in accordance with MPI Maintenance Repainting Manual requirements. Refer to MPI Manual in regard to specific requirements and as follows:

  .1 Remove dust, dirt, and surface debris by vacuuming, wiping with dry, clean cloths or compressed air.

.2 Wash surfaces with a biodegradable detergent and bleach where applicable and clean warm water using a stiff bristle brush to remove dirt, oil and surface contaminants.

.3 Rinse scrubbed surfaces with clean water until foreign matter is flushed fromsurface.

.4 Allow surfaces to drain completely and to dry thoroughly. Allow sufficient drying time and test surfaces using an electronic moisture meter before commencing work.

.5 Use water-based cleaners in place of organic solvents where surfaces will be repainted using water based paints.

.6 Many water-based paints cannot be removed with water once dried. Minimize the use of kerosene or such organic solvents to clean up water-based paints.

.2 Where required, pressure wash exterior surfaces prior to repainting in accordance with MPI standards for type of surfaces and recommended pressures to ensure complete removal of loose paint, stains, dirt, and foreign matter. This work to be carried out by qualified tradesman experienced in pressure water cleaning. Use of spray equipment such as water hose cleaning will not be considered satisfactory unless specified herein. Allow sufficient drying time and test surfaces using an electronic moisture meter before commencing work.

.3 Clean metal surfaces to be repainted by removing rust, dirt, oil, greaseand foreign substances in accordance with MPI requirements. Remove such contaminates from surfaces, pockets and corners to be repainted by brushing with clean brushes, blowing with clean dry compressed air, or brushing/vacuum cleaning as required.

.4 Prevent contamination of cleaned surfaces by salts, acids, alkalis, other corrosive chemicals, grease, oil and solvents before priming and between applications of remaining coats. Touch-up, spot prime, and apply primer, paint, or pre-treatment as soon as possible after cleaning and before deterioration occurs.

.5 Do not apply paint until prepared surfaces have been accepted by Owner.

.6 Sand and dust between coats as required to provide adequate adhesion for next coat and to remove defects visible from a distance up to 1000 mm.

3.5 APPLICATION

.1 Method of application to be as approved by Owner. Apply paint by brush, roller, air sprayer, airless sprayer. Conform to manufacturer's application instructions unless specified otherwise.

.2 Brush and Roller Application:

.1 Apply paint in a uniform layer using brush and/or roller of types 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 shall be free of roller tracking and heavy.

.5 Remove runs, sags and brush marks from finished work and repaint.

.3 Spray Application:

.1 Provide and maintain equipment that is suitable for intended purpose, capable of properly atomizing paint to be applied, and equipped with suitable pressure regulators and gauges.

.2 Keep paint ingredients properly mixed in containers during paint application by either continuous mechanical agitation or intermittent agitation frequently as necessary.

.3 Apply paint in a uniform layer, with overlapping at edges of spray pattern.

.4 Back roll spray applications and brush out runs and sags immediately.

.5 Use brushes to work paint into cracks, crevices and places which are not adequately painted byspray.

.4 Use dipping, sheepskins or daubers when no other method is practical in places of difficult access and when specifically authorized by Owner.

.5 Apply paint coats in a continuous manner and allow surfaces to dry and properly cure between coats for minimum time period as recommended by manufacturer. Minimum dry film thickness of coats shall not be less than that recommended by the manufacturer. Repaint thin spots or bare areas before next coat of paint is applied.

.6 Sand and dust between coats to remove visible defects.

.7 Repaint surfaces both above and below sight lines as specified for surrounding surfaces, including such surfaces as tops of interior cupboards and cabinets and projecting ledges.

.8 Repaint top, bottom, and vertical edges of doors to be repainted.

.9 Repaint inside of cupboards and cabinets as specified for outside surfaces.

.10 Repaint closets and alcoves to match existing, unless otherwise scheduled or noted.

3.6 MECHANICAL / ELECTRICAL EQUIPMENT

.1 Unless otherwise noted, repainting shall also include exposed to view / previously painted mechanical and electrical equipment and components (panels, conduits, piping, hangers, ductwork, etc.).

.2 Touch up scratches and marks and repaint such mechanical and electrical equipment and components with colour, and sheen finish to match existing unless otherwise noted or scheduled.

.3 Do not paint over name plates or instruction labels.

.4 Leave unfinished exposed conduits, piping, hangers, ductwork and other mechanical and electrical equipment in original finish.

.5 Keep sprinkler heads free ofpaint.

.6 Do not paint interior transformers and substation equipment.

3.7 PARTITION MARKING AND IDENTIFICATION

.1 Contractor to stencil on both sides of fire rated separations, fire barriers, smoke barriers and smoke partitions the fire rating for that assembly and wall type (i.e.: **1 HOUR FIRE SEPARATION**).

.2 Stenciled fire ratings and wall types to be minimum 100 mm high **RED** letters, minimum 150 mm above finished ceilings, and minimum 2400 mm o.c. along partition.

3.8 FIELD QUALITYCONTROL

.1 Field inspection of exterior painting operations to be carried out by Owner.

.2 Advise Owner when each surface and applied coating is ready for inspection. Do not proceed with subsequent coats until previous coat has been approved.

.3 Co-operate with Owner and provide access to areas of work.

3.9 CLEAN-UP

.1 Remove paint where spilled, splashed, splattered or sprayed as work progresses using means and materials that are not detrimental to affected surfaces.

.2 Keep work area free from an unnecessary accumulation of tools, equipment, surplus materials and debris.

.3 Remove combustible rubbish materials and empty paint cans each dayand safely dispose of same in accordance with requirements of authorities having jurisdiction.

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the Open Call process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

2. Offer

The bidder has carefully examined the Open Call documents and has a clear and comprehensive knowledge of the Deliverables required under the Open Call. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the Open Call, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form (Appendix C).

3. Rates

The bidder has submitted its rates in accordance with the instructions in the Open Call and in the Pricing Form (Appendix C). The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Owner. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is required to confirm that it has received all addenda by listing the addenda numbers on the following line: (For example, if Addendum 1 has been issued, enter 1 on the line. If there are two addenda, enter 1, 2.)______________. Bidders who fail to complete this section will be deemed to have not received all posted addenda and shall be deemed **non- compliant.**

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this Open Call.

6. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Owner to the advisers retained by the Owner to advise or assist with the Open Call process, including with respect to the evaluation of this bid.

7. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of **[**90**]** days following the Submission Deadline.

8. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Owner, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A (or in a form mutually acceptable to the parties) to this Open Call in accordance with the terms of this Open Call . Failure to submit this signature section will render the proposal NON-COMPLIANT and the proposal will be disqualified.

______________________ Signature of Witness	______________________ Signature of Bidder Representative
______________________ Name of Witness	______________________ Name of Bidder Representative
	______________________ Title of Bidder Representative
	______________________ Date

I have the authority to bind the bidder.

IN SIGNING THIS PAGE AND SUBMITTING YOUR PROPOSAL, THE PROPONENT ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS DOCUMENT

APPENDIX C – PRICING FORM

1. INSTRUCTIONS ON HOW TO COMPLETE THE PRICING FORM

- Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

- Rates quoted by the bidder must be all-inclusive and must include all labor and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Owner, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

	column	A	B	C	D
#	Description	ESTIMATED QUANTITY	Unit of Measure	RATE per each Unit of Measure	Rate (C) x Estimated Quantity (A)
1	**New Gyproc Plastering Walls and Ceilings**	**20,000**	**sq ft**	**$**	**$**
2	**Painting per coat. Walls and ceilings. (Gyproc or plaster)**	**35,000**	**sq ft**	**$**	**$**
3	**Painting per coat (Concrete or concrete block)**	**150,000**	**sq ft**	**$**	**$**
4	**Painting per coat. Walls and ceilings. (Stucco)**	**10,000**	**sq ft**	**$**	**$**
5	**Painting per coat (Concrete floor)**	**10,000**	**sq ft**	**$**	**$**
6	**Painting per coat epoxy (Concrete floor)**	**5000**	**sq ft**	**$**	**$**
7	**Stair Risers (Scrape, spot prime and paint two coat)**	**2500**	**sq ft**	**$**	**$**
8	**Plaster, spot prime and paint one coat gyproc or plaster. See Note 1 Below**	**35,000**	**sq ft**	**$**	**$**
9	**Spot prime and paint one coat gyproc or plaster**	**100,000**	**sq ft**	**$**	**$**

10	**Spot prime and paint two coat gyproc or plaster**	**100,000**	**sq ft**	**$**	**$**
11	**Patch gyproc or plaster. See Note 2 Below.**	**3000**	**sq ft**	**$**	**$**
12	**Hourly Rate for Journeyperson Painter -** *Monday To Friday - As Required*	**500**	**hours**	**$**	**$**
13	**Hourly Rate for Journeyperson Painter -** *Monday to Friday Overtime - As Required*	**100**	**hours**	**$**	**$**
14	**Hourly Rate for Journeyperson Painter -** *Saturday, Sunday, Agreed Holidays - As Required*	**100**	**hours**	**$**	**$**
15	**Hourly Rate for Apprentice Painter -** *Monday To Friday - As Required* See Note 3 Below	**500**	**hours**	**$**	**$**
16	**Hourly Rate for Apprentice Painter -** *Monday to Friday Overtime - As Required*	**100**	**hours**	**$**	**$**
17	**Hourly Rate for Apprentice Painter -** *Saturday, Sunday, Agreed Holidays - As Required*	**100**	**hours**	**$**	**$**
18	**Asbestos Abatement as per Appendix "C", Specifications, Article 2 Scope of Work, 2.7**	**100**	**hours**	**$**	**$**
Notes				**SUBTOTAL**	**$**
1	***The plaster section in # 8 "Plaster, spot prime and one coat" refers to imperfections and/or holes in the surface that require three (3) coats or less and are less than one (1) squarefoot.***			**H.S.T**	**$**
2	***"Patch gyproc or plaster" refers to damage and/or holes that are larger than one (1) square foot and require filler and three (3) coats or more of plaster.***			**TOTAL**	**$**
3	***The rate for a Apprentice Painter must not be less than the minimum wage as per Provincial Labour Regulations***				

2. THE DELIVERABLES:

Painting, Plastering and Related Repairs Maintenance/Service Contract as per specifications listed in Appendix A

3. MANDATORY SUBMISSION REQUIREMENTS

1. **Specification Form (Appendix A**)
   As per instructions on form

2. **Submission Form (Appendix B)**
   Each bid must include a Submission Form - Appendix B

3. **Pricing Form (Appendix C)**
   Each bid must include Pricing Form - Appendix C according to the instructions contained in this Appendix.

4. **List of Subcontractors (Appendix D)**
   Each bid must include a List of Subcontractors (Appendix D).

5. **General Conditions and Agreement Between the University and Supplier for Maintenance/Service Contracts. (Appendix E)**

APPENDIX D – LIST OF SUBCONTRACTORS

Herewith is the list of Subcontractors referred to in General Conditions of the Open Call for Bids documents. The Subcontractors and Suppliers whose bids have been used in the preparation of this Open Call must be listed in full, including work to be done by own forces (B.O.F.). The list will be subject to the approval of the University. “By own forces” will be considered valid and satisfactory only if the Open Call is recognized by the Newfoundland and Labrador Construction Association or by the Road Builders Association as being a “bona fide” Contractor and Supplier of that particular trade or item

Open Call for Bids which do not include this list may be subject to rejection.

TRADE/DIVISION	SUBCONTRACTOR	SUPPLIER

APPENDIX E

GENERAL CONDITIONS AND AGREEMENT BETWEEN THE UNIVERSITY AND SUPPLIER FOR MAINTENANCE/SERVICE CONTRACTS

1.1.0 DEFINITIONS

1.1.1 Contract Documents

The Contract Documents consist of the Instructions to Bidders, Executed Agreement between the Owner and the Contractor, General Conditions of Contract, Supplementary General Conditions of Contract, Special Conditions, Campus Safety and Health Requirements, Specifications, Drawings and such other documents forming part of the Open Call, including all amendments thereto incorporated before their execution and subsequent amendments thereto made pursuant to the provisions of the Contract or agreed upon between the parties. The successful Bidder's, Bid Submission and any Addenda to the Specifications issued during the bidding period shall also form part of the Contract Documents.

1.1.2 Owner, Contractor

The Owner and Contractor are the persons, firms or corporation identified as such in the Agreement. The term Owner and Contractor means the Owner and Contractor or their authorized representatives as designated by each party in writing.

1.1.3 Subcontractors

A Subcontractor is a person, firm or corporation having a direct contract with the Contractor to perform a part or parts of the Work included in the Contract, or to supply products worked to a special design according to the Contract Documents, but does not include one who merely supplies products not so worked.

1.1.4 The Work

The Work means the total of all services required by the Contract Documents.

1.1.5 Place of Work

The Place of Work is the designated site or location of the services of which the Work may be the whole or a part.

1.1.6 Products/Materials/Equipment

The term Products/Materials/Equipment means all materials, machinery, equipment and fixtures forming the Work as required by the Contract Documents but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

1.1.7 Other Contractor

The term Other Contractor means any persons, firm or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

1.1.8 Time

a) The Contract Time is the time period stated in the Open Call Submission Form for performance of the Work.

b) The term day, as used in the Contract Documents, shall mean the calendar day.

c) “Regular Time” shall be defined as Monday to Friday, 8:00am to 4:00pm, on days not considered a holiday.

d) “Overtime Monday to Friday” shall be defined as Monday to Friday, before 8:00am or after 4:00pm, on days not considered a holiday.

e) “Saturday, Sunday and Holidays” shall be defined as Saturdays, Sundays and the following list of recognized holidays. For the purposes of this contract, the following days are considered holidays:

New Year’s Day
Good Friday
Victoria Day
Memorial/Canada Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

1.1.9 Performance of the Work

Performance of the Work shall mean when the entire Work except those items arising from the provision **1.24.0 WARRANTY** has been performed to the requirements of the Contract Documents and is so certified by the Owner.

1.1.10 Changes in the Work

Changes in the Work means additions, deletions or other revisions to the Work within the general scope of Work as contemplated by the Contract Documents.

1.1.11 Extra Work

Extra Work means any additional work or service, the performance of which is beyond the scope of Work as contemplated by the Contract Documents.

1.2.0 DOCUMENTS

1.2.1

The Contract Documents shall be signed by the Owner and the Contractor.

1.2.2

Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.2.3

In the event of conflicts between Contract Documents, the following shall apply:

a) Documents of later date shall govern;
b) Figured dimensions shown on the drawings shall govern even though they may differ from scaled dimensions on the same drawing;
c) Drawings of larger scale shall govern over those of smaller scale of the same date;
d) Specifications shall govern over drawings;
e) Special Conditions shall govern over Specifications;
f) The General Conditions of Contract shall govern over Specifications;
g) Supplementary General Conditions shall govern over the General Conditions of the Contract;
h) The Executed Agreement between the Owner and the Contractor shall govern over all documents.

1.3.0 ADDITIONAL INSTRUCTIONS AND SCHEDULE OF WORK

1.3.1 During the progress of the Work, the Owner shall furnish to the Contractor such additional instructions as may be necessary to supplement the Contract Documents. All such instructions shall be consistent with the intent of the Contract Documents.

1.3.2 Additional instructions may include minor changes to the Work which affect neither the Contract Price nor the Contract Time.

1.3.3 Additional instructions may be in the form of drawings, samples, models or written instructions.

1.3.4 Additional instructions will be issued by the Owner with reasonable promptness and in accordance with any schedule agreed upon for such instructions.

1.3.5 The Contractor shall prepare and update, as required, a schedule indicating the timing of major activities of the Work. The schedule shall be designed to conform with the Contract Time. The schedule shall be submitted to the Owner within seven (7) days of the date of the Owner's letter of award. The contractor shall monitor the progress of the Work relative to the schedule and advise the Owner of any revisions required as a result of delays, as provided for in **1.4.0 DELAYS**, and indicating what action will be taken to complete the Work within the Contract Time.

1.4.0 DELAYS

1.4.1 If the Contractor is delayed in the performance of the Work by a Stop Work Order issued by any court or other public authority and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone employed by them directly or indirectly then the Contract Time shall be extended for such reasonable time as the Owner may decide in consultation with theContractor.

1.4.2 If the Contractor is delayed in the performance of the Work by civil disorders, labour disputes, strikes, lockouts, (including lockouts decreed or recommended for its members by a recognized Contractor's Association, of which the Contractor is a member) fire, unusual delay by common carriers or unavoidable casualties, or without limit to any of the foregoing, by any cause of any kind whatsoever beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as may be decided by the Owner in consultation with the Owner and the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension of time be agreed to by the Contractor.

1.5.0 OWNER'S RIGHT TO PERFORM WORK, STOP WORK AND/OR TERMINATE CONTRACT

1.5.1 If the Contractor should be adjudged bankrupt or makes a general assignment for the benefit of creditors because of their insolvency or if a Receiver is appointed on account of their insolvency, the Owner may, without prejudice to any other right or remedy they may have, by giving the Contractor or Receiver or Trustee in Bankruptcy written notice, terminate the Contract. If a Performance Bond has been provided by the Contractor guaranteeing faithful performance of the Work, the Owner shall give written notice to the Surety invoking the terms of the bond.

1.5.2 The University reserves the right to public open call any well-defined project. Generally, however, it is the intent that the Contractor will carry out related Work that are within their competence.

1.5.3 The Owner may notify the Contractor in writing that they are in default of their contractual obligations, if the Contractor:

a) Fails to proceed regularly and diligently with the Work; or

b) Without reasonable cause wholly suspends the carrying out of the Work before the completion thereof; or

c) Refuses or fails to supply sufficient, properly skilled workmen for proper workmanship, products or construction machinery and equipment for the scheduled performance of the Work within an agreed time frame of receiving written notice from the Owner except in those cases provided in **1.4.0 DELAYS**; or

d) Fails to make payments due to their Subcontractors, their Suppliers for their workmen; or

e) Persistently disregards laws or ordinances, or the Owner's instructions; or

f) Otherwise violates the provisions of their Contract to a substantial degree.

Such written notice by the Owner shall instruct the Contractor to correct the default. If a Performance Bond has been provided by the Contractor, a copy of such written notice will be provided to the Surety.

1.5.4 If the correction of the default cannot be completed within the timeline specified, the Contractor shall be considered to be in compliance with the Owner's instruction if they:

a) Commence the correction of the default within the specified time; and

b) Provide the Owner with an acceptable schedule for such correction; and

c) Complete the correction in accordance with such schedule.

1.5.5 If the Contractor fails to correct the default within the time specified or subsequently agreed upon, the Owner may, without prejudice to any other right or remedy they may have:

a) Correct such default and deduct the cost thereof from any payment due under the Contract; or

b) Terminate the Contract by written notice to the Contractor. If a Performance Bond has been provided by the Contractor, the Owner will provide the Surety with a copy of such notice.

1.5.6 If the Owner terminates the Contract under the conditions set out above, they are entitled to:

a) Take possession of the premises and products and utilize the temporary buildings, plants, tools, machinery and equipment, goods and materials, intended for, delivered to and placed on or adjacent to the Work and may complete the Work by whatever method they may deem expedient but without undue delay or expense.

b) Withhold any further payments to the Contractor until the Work isfinished.

c) Upon performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work.

d) Invoke the terms of the Performance Bond if such Bond has been provided under theContract.

1.5.7 The Contractor's obligation under the Contract as to the performance of the Work up to the time of termination will remain in force after suchtermination.

1.6.0 CONTRACTOR'S RIGHT TO STOP WORK AND/OR TERMINATE CONTRACT

1.6.1 If the Owner should be adjudged bankrupt or makes a general assignment for the benefit of creditors or if a Receiver is appointed on account of their insolvency, the Contractor may, without prejudice to any other right or remedy they may have, by giving the Owner written notice, terminate the Contract.

1.6.2 If the Work should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of any court or other public authority and providing that such order was not issued as the result of any act or fault of the Contractor or of anyone directly or indirectly employed by him, the Contractor may, without prejudice to any other right or remedy they may have, by giving the Owner fifteen (15) days' written notice, terminate the Contract.

1.6.3 The Contractor may notify the Owner in writing that the Owner is in default of their contractual obligations if the Owner violates the provisions of the Contract to a substantial degree. Such written notice shall advise the Owner that if such default is not corrected within fifteen (15) days from the receipt of the written notice, the Contractor may, without prejudice to any other right or remedy they may have, stop the Work and/or terminate the Contract.

1.6.4 If the Contractor terminates the Contract under the conditions set out above, they shall be entitled to be paid for all work performed including reasonable overhead and profit and for any loss sustained upon products, construction machinery and equipment and other damages as the Contractor may have sustained as a result of the termination of the Contract.

1.7.0 OTHER CONTRACTORS

1.7.1 The Owner reserves the right to let separate contracts in connection with the services of which the Work is part or do certain work by their own forces.

1.7.2 The Owner shall, in such cases, coordinate the Work and insurance coverage of other Contractors as it affects the Work of this Contract.

1.7.3 The Contractor shall coordinate their work with that of other Contractors and connect as specified or shown in the Contract Documents. Any change in the costs incurred by the Contractor in the planning and performance of such work which was not shown or included in the Contract Documents as of the date of signing the Contract, shall be evaluated as provided under 1**.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK** and authorized as provided in **1.12.0 CHANGES IN THE WORK AND EXTRA WORK**.

1.7.4 The Contractor shall report to the Owner any apparent deficiencies in other Contractor's work which would affect this Contract immediately as they come to their attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of other Contractor's work except as to those of which they were not reasonably aware.

1.8.0 ASSIGNMENT

1.8.1 The Contractor shall not assign the Contract or any part thereof or any benefit or interest therein or thereunder without the written consent of the Owner.

1.9.0 SUBCONTRACTORS

1.9.1 The Contractor agrees to preserve and protect the rights of the Owner under the Contract with respect to any work to be performed under subcontract. The Contractor shall:

a) Require their Subcontractors to perform their work in accordance with and subject to the terms and conditions of the Contract Documents; and
b) Be fully responsible to the Owner for acts and omissions of their Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.

The Contractor, therefore, agrees that they will incorporate all the terms and conditions of the Contract Documents into all Subcontractor Agreements they enter into with their Subcontractors.

1.9.2 The Contractor shall employ those Subcontractors proposed by them in writing and accepted by the Owner prior to the signing of the Contract for such portions of the Work as may be designated in the bidding requirements.

1.9.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ another Subcontractor.

1.9.4 In the event that the Owner requires a change from any proposed Subcontractor, the Contract price shall be adjusted by the difference in cost occasioned by such required change.

1.9.5 The Contractor shall not be required to employ as a Subcontractor any person or firm to whom they may reasonably object.

1.9.6 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

1.10.0 DISPUTES

1.10.1 If a dispute or claim cannot be resolved to the satisfaction of both parties, either party may refer the matter to such judicial tribunal as the circumstances require.

1.11.0 INDEMNIFICATION

1.11.1 Except as provided in Paragraph 1.9.2, the Contractor shall be liable for and shall indemnify and hold harmless the Owner, their agents and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings whatsoever arising under any statute or Common law:

a) In respect of personal injury to or the death of any person whatsoever arising out of or in the course of or caused by the carrying out of the Work; and

b) In respect of any injury or damage whatsoever to any property, real or personal or any chattel real, insofar as such injury or damage arises out of or in the course of or by reason of the carrying out of the Work.

1.11.2 The Contractor shall not be liable under Paragraph 1.12.1 if the injury, death, loss or damage is due to any act or neglect of the Owner, their agents or employees.

1.12.0 CHANGES IN THE WORK AND EXTRA WORK

1.12.1 The Owner may, without invalidating the Contract, make changes by altering, adding to or deducting from the Work, with the Contract Price and the Contract Time being adjusted accordingly; and

1.12.2 No change in the Work shall be made without prior written order from the Owner, and no claim for an addition or deduction to the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in **1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**. Signed faxed copies are acceptable at the discretion of the Owner.

1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

1.13.1 The value of any change shall be determined in one or more of the following methods:

a) By estimate and acceptance in a lump sum;

b) By unit prices subsequently agreed upon;

c) By cost and a fixed or percentage fee.

In the case of changes in the Work valued as outlined in Paragraph 1.14.1, the Contractor will submit an itemized estimate of all materials and labour (including Subcontractor's work) to complete the change.

In the case of changes in the Work as valued in Paragraph 1.14.1, the Contractor shall submit detailed invoices, vouchers and time sheets for all materials and labour to complete the change.

The submissions in both cases shall be in the manner acceptable to the Owner and will show separately the following percentages for overhead and profit:

i. Subcontractors shall include, in the breakdown, their 15 percent mark-up (10 percent of the estimated cost for the overhead and 5 percent for profit).

ii. The Contractor shall include, in the breakdown, the percentages as outlined in (i) for the overhead and profit on their portion of the Work.

iii. The Contractor shall add 10 percent to the Subcontractor's pricing for their own profit and overhead combined.

1.13.2 Notwithstanding the provisions of Paragraph 1.14.1, in case of changes in the Work, the amount charged for equipment rentals shall be that provided in the rental Contract, and no additional amount shall be paid as markup for overhead or profit for the Contractor or Subcontractor.

1.13.3 In the case of changes in the Work to be paid for under methods (b) and (c) of Paragraph 1.13.1, the form of presentation of costs and methods of measurement shall be agreed to by the Owner and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.

1.14 APPLICATION FOR PAYMENTS

1.14.1 The University shall make payment to the Supplier within thirty (30) days of an approved claim submitted by the Supplier as per the instructions outlined in the contract documents.

Notwithstanding this clause or any other provision of this Contract, the University may, in the event of a claim by the University against the Supplier for damages arising out of the performances or non- performance of the Contract, withhold payment of any amount equal to the alleged damages as set by the Owner until the liability for damages is established, and no amount of interest will be paid in amounts held under this clause.

1.15.0 TAXES AND DUTIES

1.15.1 Unless otherwise stated in the Supplementary General Conditions, the Contractor shall pay all applicable government sales taxes, goods and services taxes, customs duties and excise taxes with respect to the Contract.

1.15.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of the Agreement and up to the agreed date of completion shall increase or decrease the Contract Price accordingly. If the Owner so desires, the Contractor is to cooperate with the Owner and permit access to books and records in order to establish the amount of such taxes involved.

1.15.3 The Contractor shall maintain full records of their estimates and of actual costs to them of the Work, together with all proper open calls, quotations, contracts, correspondence, invoices, receipts, payments to Subcontractors and Suppliers and vouchers relating thereto and shall make them available to audit and inspection by the Owner, the Auditor General for Newfoundland and Labrador or by persons acting on their behalf and shall furnish them with any information which they may require from time to time in connection with such records.

1.16.0 LAWS, NOTICES, PERMITS AND FEES

1.16.1 The laws of the Province of Newfoundland and Labrador shall govern the Work. Any disputes are to be heard/resolved in Newfoundland and Labrador.

1.16.2 The Contractor shall obtain all permits, licenses and certificates and pay all fees required for the performance of the Work which are in force at the date of open call closing with the following exceptions:

a) The Contractor shall obtain building permits for the Work where required.

b) The Contractor shall not include the obtaining of permanent easements or rights of servitude.

1.16.3 The Contractor shall give all required notices and comply with all laws, ordinances, rules, regulations, codes and order of all authorities having jurisdiction relating to the Work, to the preservation of the public health and well-being of the University community safety which are or become in force during the performance of the Work.

1.16.4 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are a variance therewith or changes which necessitate modifications to the Contract Documents are required by the authorities having jurisdiction subsequent to the date of open call closing, the Contractor shall notify the Owner in writing requesting direction immediately when any such variance or change is observed by them. The Owner will make the changes required to the Contract Documents, and the Contract Price and/or Contract Time shall be adjusted in accordance with **1.12.0 CHANGES IN THE WORK AND EXTRA WORK** and evaluated in accordance with **1.13.0 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK**.

1.16.5 If the Contractor fails to notify the Owner in writing and obtain their direction as required in 1.16.4 and performs any work knowing it to be contrary to any laws, ordinances, rules, regulation, codes and orders of any authority having jurisdiction, they shall be responsible for and shall correct any violations thereof and shall bear all costs, expense and damages, attributable to their failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

1.17.0 PATENT FEES

1.17.1 The Contractor shall pay all royalties and patent license fees required for the performance of the Contract and such royalties or fees shall be deemed to have been included in the Contract Price. They shall hold the Owner harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor’s performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention by the Contractor or anyone for whose acts they may be liable.

1.17.2 The Owner shall hold the Contractor harmless against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the Contractor’s performance of the Contract which are attributable to an infringement or an alleged infringement of any patent or invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor by the Owner.

1.18.0 WORKERS’ COMPENSATION

1.18.1 The Contractor shall be registered with and shall remain in good standing with the NL Workplace Health, Safety & Compensation Commission during the term of their Contract.

1.18.2 At any time during the term of the Contract when requested by the Owner, the Contractor shall provide evidence of compliance by themselves and any or all of their Subcontractors.

1.19.0 LIABILITY INSURANCE

1.19.1 Comprehensive General Liability Insurance

a) Without restricting the generality of **1.11.0 INDEMNIFICATION**, the Contractor shall provide and maintain, either by way of a separate policy or by an endorsement to their existing policy, Comprehensive General Liability Insurance acceptable to the Owner and subject to limits set out in detail below, inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

b) The insurance shall be in the joint names of the Contractor and the Owner. It shall also cover as named Insureds all Subcontractors and anyone employed directly or indirectly by the Contractor or their Subcontractors to perform a part or parts of the Work but excluding Suppliers whose only function is to supply and/or transport products to the project site.

c) The insurance shall preclude subrogation claims by the Insurer against anyone insured thereunder.

d) The Comprehensive General Liability Insurance will not be limited to, but shall include coverage for:

i. Premises and Operations Liability

ii. Products or Completed Operations Liability

iii. Blanket Contractual Liability

iv. Cross Liability

v. Elevator and Hoist Liability

vi. Contingent Employer's Liability

vii. Personal Injury Liability arising out of false arrest, detention or imprisonment or malicious prosecution, libel, slander or defamation of character, invasion of privacy or wrongful entry

viii. Shoring, blasting, excavating, underpinning, demolition, pile driving and caisson work, work below ground surface, tunneling and grading, as applicable

ix. Liability with respect to non-owned, licensed vehicles.

1.19.2 The Contractor shall provide and maintain liability insurance in respect of owned licensed vehicles subject to limits set out in detail in **Article 1.19.0 LIABILITY INSURANCE subsection 1.19.6**.

1.19.3 All liability insurance shall be maintained continuously until twelve (12) months after the contract end date.

1.19.4 The Contractor shall provide the Owner with evidence of all liability insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

1.19.5 All liability insurance policies shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds."

1.19.6 The Contractor shall protect themselves and indemnify and save the Owner harmless from any and all claims which may arise from the Contractor's performance or failure of performance of the Contract and for this purpose shall, without restricting the generality of the foregoing, maintain insurance acceptable to the Owner to the following limits:

a) Where the estimated contract value exceed $100,000 (inclusive of HST)
- Comprehensive General Liability = $3,000,000.00;
- Standard Automobile Policy Liability = $3,000,000.00.

b) Where the estimated contract value is less than $100,000 (inclusive of HST)
- Comprehensive General Liability = $2,000,000.00;
- Standard Automobile Policy Liability = $2,000,000.00.

Prior to the commencement of any work hereunder, the Contractor shall file with the Owner a copy of each insurance policy and certificate required.

1.20.0 PROPERTY INSURANCE

1.20.1 Such coverage shall be provided by EITHER an ALL RISKS Builders' Risk Policy OR by a combination of a Coverage and Malicious Damage Endorsements and a Builder's Risk Difference in Conditions Policy providing equivalent coverage of Piers, Wharves and Docks, Government Structures Policy.

1.20.2 The policies shall insure against all risks of direct loss or damage. Such coverage shall apply to:

a) All products, labour and supplies of any nature whatsoever, the property of the Insureds or of others for which the Insureds may have assumed responsibility, to be used in or pertaining to the site preparations, demolition of existing structures, erections and/or fabrication and/or reconstruction and/or repair of the insured project, while on the site or in transit, subject to the exclusion of the property specified.

b) The installation, testing and any subsequent use of machinery and equipment including boilers, pressure vessels or vessels under vacuum.

c) Damage to the Work caused by an accident to and/or the explosion of any boiler(s) or pressure vessel(s) forming part of the Work.

Such coverage shall exclude construction machinery, equipment, temporary structural and other temporary facilities, tools and supplies used in the construction of the Work and which are not expendable under the Contract.

1.20.3 The Contractor shall provide the Owner with evidence of all insurance prior to the commencement of the Work and shall promptly provide the Owner with a certified true copy of each insurance policy.

Policies provided shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsements shall be in the following form:
"It is understood and agreed that the coverage provided by this policy will not be

changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insureds."

1.20.4 All such insurance shall be maintained continuously until ten (10) days after the contract end date. All such insurance shall provide for the Owner to take occupancy of the Work or any part thereof during the terms of this insurance.

1.20.5 The policies shall provide that, in the event of a loss, payment for damage to the Work shall be made to the Owner and the Contractor as their respective interests may appear. Damage shall not affect the rights and obligations of either party under the Contract except that the Contractor shall be entitled to such reasonable extension of time for Performance of the Work as the Owner may decide.

1.20.6 The Contractor and/or their Subcontractors, as may be applicable, shall be responsible for any deductible amounts under the policies and for providing such additional insurance as may be required to protect the Insureds against loss on items excluded from the policies.

1.21.0 PROTECTION OF WORK AND PROPERTY

1.21.1 The Contractor shall protect the property adjacent to the project site from damage as the result of their operations under the Contract.

1.21.2 The Contractor shall protect the Work and the Owner's property from damage and shall be responsible for any damage which may arise as the result of their operations under the Contract except damage which occurs as the result of:

a) Errors in the Contract documents; and/or

b) Acts or omissions by the Owner, their agents, employees or other Contractors.

1.21.3 Should the Contractor, in the performance of this Contract, damage the Work and/or Owner's property and/or property adjacent to the place of the Work, the Contractor shall be responsible for making good such damage at their own expense or pay all costs incurred by others in making good such damage.

1.21.4 Should any damage occur to the Work and/or Owner's property for which the Contractor is not responsible as provided in of **1.11.0 INDEMNIFICATION**, they shall make good such damage to the Work and, if the Owner so directs, to the Owner's property.

1.21.5 The Contractor shall be completely responsible for the safety of the Work as it applies to protection of the public and property and construction of the Work.

The codes that must be followed and enforced for safety are:

a) The <u>National Building Code</u>, Part 8, Safety Measures at Construction and Demolition Sites (Latest Edition);

b) <u>Canadian Code for Construction Safety</u> (Latest Edition) as issued by the Associate Committee of the National Building Code;

c) The Occupational Health and Safety Act of Newfoundland and Labrador (most current version) and Regulations.

1.21.6 Any person not following stipulated safety regulations shall be removed from site and not permitted to return until expressly authorized by the owner.

1.22.0 DAMAGES AND MUTUAL RESPONSIBILITY

1.22.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or anyone employed by them then they shall be reimbursed by the other party for such damages. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.

1.22.2 Claims under this Contract shall be made in writing to the party liable within two (2) weeks after the first observance of such damage and may be adjusted by agreement or in the manner set out in **1.10.0 DISPUTES**.

1.22.3 If the Contractor has caused damage to any Other Contractor on the Work, the Contractor agrees upon due notice to settle with such other Contractor by agreement or arbitration, if they will so settle. If such other Contractor sues the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If any final order or judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all associated costs incurred by the Owner.

1.22.4 If the Contractor becomes liable to pay or satisfy any final order, judgment or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgment to any and all courts of competent jurisdiction.

1.22.5 Should the Contractor fail to meet the date to substantially perform the Work, as indicated in the Agreement between the Owner and the Contractor, and is unable to provide justification acceptable to the Owner for the delay then the Contractor will be held liable for any liquidated damages and may be held liable for payment to the Owner for other damages and losses suffered by the Owner as a result of the Contractor's delay including additional costs for Engineering/Architectural supervision.

1.23.0 BONDS

1.23.1 The Contractor shall promptly provide the Owner the surety bonds called for in the open call Documents.

1.23.2 All such bonds shall be issued by a duly incorporated surety company approved by the Owner and authorized to transact a business or surety-ship in the Province of Newfoundland and Labrador.

1.23.3 If bonds are called for in the open call Submission form, Instructions to Bidders or Supplementary General Conditions, the costs attributable to providing such bonds shall be included in the open call price.

1.23.4 Should the Owner require the provision of a bond or bonds by the Contractor other than those provided for under 1.23.3, the Contract Price shall be increased by all costs attributable to providing such bonds.

1.24.0 WARRANTY

1.24.1 The Contractor shall be responsible for the proper performance of the Work to the extent that the design and specifications permit such performance.

1.24.2 Subject to Paragraph 1.24.1, the Contractor agrees to correct promptly, at their own expense, defects or deficiencies in the Work which appear prior to and during the period of one (1) year from the date of Performance of the Work or such longer periods as may be specified for certain products or work.

1.24.3 The Contractor shall correct and/or pay for any damage to other work resulting from any corrections required under the conditions of Paragraph 1.24.2.

1.24.4 Neither the Owner's final certificate nor payment thereunder shall relieve the Contractor from their responsibility hereunder.

1.24.5 The Owner shall give the Contractor written notice of observed defects promptly.

1.25.0 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

1.25.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work to ensure conformance with the requirements of the Contract Documents. They shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all parts of the Work under the Contract.

1.25.2 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and, in all cases, where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.

1.25.3 The Contractor shall carefully examine the Contract Documents and shall promptly report to the Owner any error, inconsistency or omission they may discover. The Contractor shall not be held liable for any damage resulting from any such errors, inconsistencies or omissions in the Contract Documents which they may discover, and they shall not proceed with the Work affected until they have received corrected or missing information from the Owner.

1.26.0 SUPERINTENDENCE

1.26.1 The Contractor shall employ a competent Superintendent and necessary assistants who shall be in attendance at the Work site at all times while the Work is being performed.

1.26.2 The Superintendent shall be satisfactory to the Owner and shall not be changed except for good reason and only then after consultation with and agreement by the Owner.

1.26.3 The Superintendent shall represent the Contractor at the place of work and instructions given to them by the Owner shall be held to have been given to the Contractor. Important instructions shall be confirmed to the Contractor in writing, other instructions will be so confirmed if requested.

1.27.0 LABOUR AND PRODUCTS

1.27.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for all labour, products, tools, construction equipment and machinery, water, heat, light, power, transportation and other facilities and services necessary for the requirements of the Contract Documents.

1.27.2 All products provided shall be new unless otherwise specified in the Contract Documents. Any products which are not specified shall be of a quality best suited to the purpose required, and their use shall be subject to the approval of the Owner.

1.27.3 In carrying out their duties under this Contract, the Contractor shall comply with all Provincial and Federal legislation respecting labour and the employment of labour, where applicable, including the Labour Standards Code and shall not operate in conflict with the Human Rights legislation. In the employment of labour, preference should be given to persons normally residing in Newfoundland and Labrador.

1.27.4 The Contractor and Subcontractors shall maintain and keep available for inspection by the Owner, a record of the names and addresses of all persons employed to perform the Work.

1.27.5 The Contractor shall maintain good order and discipline among their employees engaged on the Work and shall employ on the Work only employees skilled in their various trades.

1.27.6 There shall be no discrimination in the selection of workers for employment on the project in respect to race, religion, views or political affiliation.

1.27.7 The Contractor shall pay fair wages and shall pay rates of wages and allowances to the various classes of labour not less favourable than those prevailing in the area where the Work is being performed.

1.27.8 The Contractor shall be aware that the majority of hourly-paid and maintenance workers employed within the University are unionized. It is of utmost importance that any labour force used by the Contractor neither disrupts nor be disrupted by any labour conditions existing on the University campus. Failure by the Contractor to familiarize themselves with labour conditions on Campus or disruptions to the Contractor's own labour force because of labour conditions on Campus will not relieve them of their obligations to furnish all labour and materials necessary to carry out the requirements of the Contract.

1.28.0 SUBSURFACE CONDITIONS

1.28.1 The Contractor shall promptly notify the Owner in writing if, in their opinion, the subsurface conditions at the work site differ materially from that indicated or reasonably inferred from the Contract Documents.

1.28.2 After prompt investigation, should the Owner determine that conditions do differ materially, they shall issue appropriate instructions for changes in the Work.

1.29.0 USE OF THE WORK

1.29.1 The Contractor shall confine their apparatus, the storage of products and the operations of their employees to limits indicated by laws, ordinances, permits or by instructions of the Owner and shall not unreasonably encumber the premises with their products.

1.29.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger its safety.

1.29.3 Unless otherwise provided, the Contractor shall, at their own expense and without expense to the Owner, make suitable provision to accommodate all traffic, either pedestrian or vehicular, over or around the project upon which work is being performed in a manner satisfactory to the Owner.

1.29.4 The Contractor shall provide and maintain at their own expense such fences, barriers, signs, lights and watchmen as may be necessary to prevent avoidable accidents to University Users or to the public generally.

1.29.5 All work shall be executed with the least possible interference with or disturbance to personnel and the Public. The Contractor shall cooperate with the person in charge of the premises. The Contractor shall ascertain from the Owner's representative the hours during which the work shall be performed, conform to the directions of the representative and to the directions of the said representative in determining the order in which the work shall be done.

1.29.6 The Contractor shall carry out all work required to maintain the building services and to provide necessary access for personnel and vehicles whenever new work affects occupied portions of the building.

1.29.7 Before final completion of the work, the Owner shall be entitled to make use of any portion of the Work which is completed and fit for use for the installation of equipment, storage and furniture, supplies, etc., and for occupancy, if such can be arranged without interfering with the progress of the Work.

1.30.0 INSPECTION OF WORK

1.30.1 The Owner, the Owner and their authorized representatives shall have access to the Work for inspection wherever it is in preparation or progress. The Contractor shall cooperate to provide reasonable facilities for such access.

1.30.2 If parts of the Work are designated for special tests, inspections or approvals in the Contract Documents or by the Owner’s instructions or the laws or ordinances of the place of the Work, the Contractor shall give the Owner timely notice requesting inspection. Inspection by the Owner shall be made promptly. The Contractor shall arrange for inspections by other authorities and shall notify the Owner with timely notice of the date and time.

1.30.3 If the Contractor covers or permits to be covered any of the Work that is designated for special tests inspections or approvals, before such special tests, the Contractor shall, if so instructed by the Owner, uncover the Work, have the inspection satisfactorily completed and make good the Work at their own expense.

1.30.4 The Owner may order any part of the Work to be specifically examined, should they believe such work not to be in accordance with the requirements of the Contract Documents. If upon examination such work is found not to be in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work is found to be in accordance with the requirements of the Contract Documents, the Owner will pay the cost of examination and replacement.

1.30.5 The Contractors shall furnish promptly to the Owner all certificates and inspection reports relating to the Work.

1.31.0 REJECTED WORK

1.31.1 Defective work, whether the result of poor workmanship, use of defective products or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not which has been rejected by the Owner as failing to conform to the Contract Documents, shall be removed promptly from the premises by the Contractor and replaced and/or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.

1.31.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.

1.31.3 If, in the opinion of the Owner, it is not expedient to correct defective work not done in accordance with the Contract Documents, the Owner may deduct from the Contract Price the difference in value between the Work as done and that called for by the Contract, the amount of which shall be determined in the first instance by the Owner.

1.32.0 SHOP DRAWINGS AND SAMPLES

1.32.1 The Supplier shall furnish for review by the Owner all shop drawings or samples which may be required by the Specifications in such numbers or form as stated in the Specifications.

1.33.0 MATERIALS AND SUBSTITUTIONS

1.33.1 Materials described and named in the specifications with "or approved equal" clause after the Manufacturer's name are so described as to the establish quality only, and substitutions of a similar Owner's approval is obtained. Substitutions after the award may be considered under special circumstances.

1.33.2 Requests for substitutions must be accompanied by sufficient information in the form of shop drawings, manufacturer's literature, samples and other data to permit proper investigation of the substitutes proposed, together with any increase or decrease in price.

1.33.3 Whenever a substitute is proposed for approval, the Contractor shall guarantee that such proposed substitute will not adversely affect the space requirements allocated on the drawings for the material specified, and they shall agree to bear any additional expense incurred due to their use of the proposed substitute.

1.33.4 The Owner may accept or reject any or all of the proposed substitutions as they see fit, and their decision on a question of equality shall be final.

1.34.0 TIME OF ESSENCE

1.34.1 Time is of the essence of the Contract.

1.35.0 CLEANUP AND FINAL CLEANING OF THE WORK

1.35.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.

1.35.2 When the Work is substantially performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment not required for the performance of the remaining Work. They shall also remove waste products and debris, other than that caused by the Owner, Other Contractors or their employees, and leave the Work clean and suitable for occupancy by the Owner, unless otherwise specified.

1.35.3 When the Work is totally performed, the Contractor shall remove their surplus products, tools, construction machinery and equipment. They shall also remove waste products and debris other than that caused by the Owner, Other Contractors or their employees

2. ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

Maintaining a healthy and safe environment for all members of the campus community, as well as visitors, is a priority with the University. This involves a commitment from all sectors of the campus community and extends to outside agencies having occasion to come on campus to conduct business.

The following requirements will apply to all work undertaken by contractors and service personnel on any University property or for any work undertaken on behalf of the Owner.

2.1.0 REGULATIONS, CODES AND STANDARDS

Contractors shall be familiar with and abide by provisions of various safety codes and standards applicable to the work performed and should refer to 1.21.5 of General Conditions.

In particular, strict adherence to the Provincial Occupational Health and Safety Act and Regulations and with the National Building Code of Canada, Part 8 is required.

2.2.0 GENERAL SAFETY REGULATIONS

a. Contractors/service agencies shall ensure that members of the campus community are not endangered by any work or process in which they may be engaged. Work areas shall be adequately barricaded, and if dust or fumes are generated, suitable enclosures shall be installed to contain such emissions.

b. No material shall be stored in such a way as to obstruct walkways or represent a danger to pedestrian or vehicular traffic.

c. Adequate protection shall be provided to prevent the possibility of goods falling from scaffolding or elevated areas. Areas where goods are being loaded or off loaded shall be barricaded or otherwise protected to prevent unauthorized entry. Appropriate warning signs must be posted.

d. The work areas must be kept reasonably clean and free from debris which could constitute a fire hazard. Care must be taken to ensure that the work process does not activate fire alarm detection devices. (Generation of dust and fumes can activate smoke detectors causing a false alarm).

e. Due consideration shall be given to fire safety in buildings. Flammable goods must be kept away from sources of ignition. No work involving the use of open flame devices must be undertaken around flammable solvents of gases.

f. Some University buildings contain asbestos and other hazardous materials. Do not alter or disturb any goods believed to contain asbestos goods (unless this is a duly authorized part of the project). Consult with University officials before proceeding with any work.

g. Safety Data Sheets shall be procured for any hazardous product used on campus. Such sheets shall be made readily available for consultation as required under the Workplace Hazardous Materials Information System (WHMIS).

NOTE: The above requirements are not to be considered all-inclusive and are considered to be complementary to the safety requirements outlined in the agreement between the University and Supplier. Certain conditions and circumstances may require adherence to additional safety requirements.

As a general requirement, contract/service personnel are expected to conduct all work on campus in a professional and safe manner and to give priority to the safety and welfare of members of the campus community.

2.3.0 CONTRACTOR SAFETY MANAGEMENT

2.3.1 All Contractors and Subcontractors to be used by the Contractor in the execution of the Contract shall be required to submit confirmation of a current third party occupational health and safety program certification (Letter of Assurance). These may include, but not be limited to, Certificate of Recognition (COR), OHSAS 18001, and CSA Z.1000.

2.3.2 All Contractors and Subcontractors shall be required to review and follow all requirements of the MUN Contractor Safety Management Element.

https://www.mun.ca/health_safety/OHSMS/Contractor_Safety_Management_v1.pdf

2.3.3 Prior to Contract award, the Contractor will be required to provide the Information requested in 2.3.5 below.

2.3.4 All Contractors and Subcontractors are required to give the Owner written permission to approach Provincial regulatory authorities for applicable safety-related information on their respectivefirms.

2.3.5 The Contractor must also provide the following:
(a) Health and Safety policy statement.
(b) Safety Program table of contents.
(c) Site Hazard Assessment.
(d) Letter of Assurance for Compliance.

2.3.6 In lieu of a Subcontractors third party program, Contractors shall be required to integrate the Subcontractor(s) into the Contractors program and provide proof of same.

2.3.7 Memorial reserves the right to request and audit the full safety program of Contractors and Subcontractors and their associated documentation. This documentation may include, but not be limited to the following:
(a) Safety Program and/or Manual
(b) Site Hazard Assessment
(c) Letter of Assurance for Compliance (third party certification)
(d) Applicable documented safe work practices;
(e) Inspection reports and schedules;
(f) Required employee safety training certifications and qualifications;
(g) Updated list of OHS Committee and/or a worker health and safety representative, or workplace health and safety designate;
(h) Proof of completion of the Owner's contractor safety orientation within the prior three years.

2.3.8 Memorial University reserves the right to refuse or cancel any contract with a Contractor that is not in compliance with Memorial's standards for Safety.

2.3.9 The University reserves the right to stop any work or portion of work where no documentation can be produced on site which identifies the hazards presented by a piece of work, safe work procedures for work or certification of employees performing work. The Contractor is liable for any costs incurred by affected parties associated with such a stoppage.

2.3.10 Prior to coming to site all workers most complete the Contractor Safety training found on the MUN website.

https://www.mun.ca/health_safety/training/

2.4.0 ACCESS TO SITE

2.4.1 All Contractors and Subcontractors to be used in the execution of the Contract shall give advance notification of when they will be on site. Any work to be performed outside of Regular Time must have advance approval of the Owner.

Any discontinuation of the Work which causes a Contractor or their Subcontractors to suspend operations onsite will require the following:

a) Contractor/Subcontractors shall notify the Owner of the stop work date.
b) Contractor/Subcontractors shall ensure the site is left in a safe and secure condition.
c) Contractor/Subcontractors shall ensure that locks and tags on mechanical and/or electrical systems are removed and, where necessary, replaced by the University.
d) Contractor/Subcontractors shall not return to site without expressed prior permission from the Owner.