CCDC 17

CCDC 17

Stipulated Price Contract between Owner and Trade Contractor for Construction Management Projects

2010

The Merit Condominium

Overhead Doors, Fire Shutters and Parking Gate (Contract No. 7029)

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CCDC 17 2010

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE
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CCDC 17 and CCDC 5A 'Construction Management Contract–For Services' are complimentary documents. CCDC 17 is the product of a consensus-building process aimed at balancing the interests of all parties on the construction project. It reflects recommended industry practices. CCDC 17 can have important consequences. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use or interpretation of CCDC 17.

AGREEMENT BETWEEN OWNER AND TRADE CONTRACTOR FOR CONSTRUCTION MANAGEMENT PROJECTS

This Agreement made on the 14th day of December in the year 2012 .

by and between the parties

Charlesfort Development Corporation
*Contact: Doug Casey

hereinafter called the *Owner*

and

Pivotech Doors Inc.
*Contact: Mario Gern / Cory Casselman

hereinafter called the *Trade Contractor*

The *Owner* and the *Trade Contractor* agree as follows:

ARTICLE A-1 THE WORK

The *Trade Contractor* shall:

1.1 perform the *Work* required by the *Contract Documents* for

Overhead Doors, Fire Shutters and Parking Gate (Contract No. 7029)

insert above the description of the Work

for the *Project*

The Merit Condominium

insert above the title of the Project

located at

108 Lisgar Street, Ottawa, ON

insert above the Place of the Project

for which the Agreement has been signed by the parties, and for which

Ron Engineering and Construction (Eastern) Ltd.
*Contact: Rick Cummings

insert above the name of the Construction Manager

is acting as and is hereinafter called the *Construction Manager*, and for which

Barry J. Hobin & Associates Architects Inc.
*Contact: Gord Lorimer

insert above the name of the Consultant

is acting as and is hereinafter called the *Consultant*, and for which

the ~~*Construction Manager**~~ / *Consultant** is acting as the *Payment Certifier*, and (* *Strike out inapplicable term.*)

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1.2 do and fulfill everything indicated by the *Contract Documents*, and

1.3 perform the *Work*:

.1 in accordance with a schedule provided by the *Owner* at the time of signing the *Contract*, or

.2 in accordance with a schedule mutually agreed upon if provided by the *Owner* after the signing of the *Contract*; or

~~.3 if no schedule is provided by the *Owner*, commence the *Work* by the ____ day of _____ in the year _____ and, subject to adjustment in *Contract Time* as provided for in the *Contract Documents*, attain *Substantial Performance of the Work*, by the ____ day of _____ in the year _____.~~

ARTICLE A-2 AGREEMENTS AND AMENDMENTS

2.1 The *Contract* supersedes all prior negotiations, representations or agreements, either written or oral, relating in any manner to the *Work*, including the bidding documents that are not expressly listed in Article A-3 of the Agreement – CONTRACT DOCUMENTS.

2.2 The *Contract* may be amended only as provided in the *Contract Documents*.

ARTICLE A-3 CONTRACT DOCUMENTS

3.1 The following are the *Contract Documents* referred to in Article A-1 of the Agreement – THE WORK:

- Agreement Between *Owner* and *Trade Contractor*
- Definitions
- The General Conditions of the *Contract*

*

- Overhead Doors, Fire Shutters and Parking Gate Contract Scope of Work dated November 27, 2012 (Pages A to D attached).
- The Merit Document Registry for Overhead Doors, Fire Shutters and Parking Gate Contract (5 Pages attached).
- SI Log Sheet - SI-001 to SI-062 dated July 24, 2012 (2 Pages attached).
- Supplementary Conditions SC-1 to SC-45 (23 Pages attached at the end).
- Pivotech final quote #5340 with price reduction dated July 24, 2012 and received by email on August 27, 2012, 10:21am (4 Pages attached including email).
- Pivotech credit quote #5991 dated December 14, 2012 and emails dated December 14, 2012, 11:31am and 2:18pm (2 Pages attached including email)
- Letter of Intent dated August 28, 2012 and fully executed on August 31, 2012.

* *(Insert here, attaching additional pages if required, a list identifying all other Contract Documents e.g. supplementary conditions; information documents; specifications, giving a list of contents with section numbers and titles, number of pages, and date; material finishing schedules; drawings, giving drawing number, title, date, revision date or mark; addenda, giving title, number, date; schedule)*

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Overhead Doors, Fire Shutters and Parking Gate Contract Scope of Work – Nov 27, 2012

1.0 The Contractor will furnish all labour, materials, tools, equipment, hoisting, scaffolding, temporary facilities, layout and supervision necessary to provide the Overhead Doors, Fire Shutters, Parking Gate and all associated components, and to perform the work described herein in accordance with, or inferred in the Contract Documents. This Scope of Work includes, but is not limited to the following:

a) The work described in Specification Section 08 33 23 – Overhead Coiling Doors & Fire Shutters.

b) Divisions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15 & 16 of the Specifications and the Architectural, Structural, Civil, Landscaping, Mechanical and Electrical Drawings, all as they apply to this Contract.

c) All work denoted in Site Instructions SI-001 to SI-062, as they apply to this Contract.

d) The following items further described in this Scope of Work:

1. The Contractor is to supply and install overhead doors for the parking garage entrance and garbage room complete with hardware and accessories as per the Contract Documents.

2. The Contractor is to supply and install electrical operators and controls, including the control transformers. Electrical connection to control transformers is by others.

3. The steel framing around overhead door openings including the steel base plate is by others. Coordinate requirements and cut-outs with the Miscellaneous Metals Contractor.

4. Parking garage entrance overhead door is to be pre-finished painted "Jet Black" on both sides as per Owner request.

5. Garbage room coiling overhead door is to be pre-finished painted 'Sterling Grey' on both sides.

6. The Contractor is to supply and install all fire shutters c/w hardware and accessories. Fire shutters are to be equipped with fusible links for automatic closure and where require, manual crank lifting operation are to be provided. Fire shutters are to come with a grey prime finish only.

7. The Contractor is to supply and install complete parking control barrier gate complete with hinged barrier-arm gate and photo eye. The gate arm is to span a 16-foot opening and take into account the overhead clearance requirements of the parking garage.

8. A FOB access system (including FOB remote door/gate openers) will be provided by the Electrical Contractor. This Trade Contractor is to coordinate the installation, connection and programming of the FOB system to the parking garage main entrance overhead door and the parking control barrier gates with the Electrical Contractor.

9. The Contractor is to include quarterly maintenance and 24-hour warranty service for 1 year for the overhead doors and the parking control gate commencing from the Date of Registration of the Condominium.

10. Provide any/all engineering/seismic required for this scope of work.

11. In addition to warranties specified elsewhere, this Trade Contractor is to provide warranties meeting the Ontario New Home Warranty Program Requirements (Tarion). Work is to meet or exceed the Tarion Construction Performance Guidelines valid at the time of installation.

2.0 Methodology:

Without limiting the Scope of the Work the Trade Contractor is to:

1. Coordinate this scope of work with the work of other Trade Contractors on site.

2. Maintain a clean, organized and safe job site by performing on-going/continuous daily clean up, sweeping with dustbane, vacuuming, etc. as required. This contractor will be responsible for the removal/disposal off site of all garbage and debris associated with this scope of work on a daily basis.

3. Schedule and coordinate all deliveries and hoisting required with the Construction Manager and any other effected trades. Unscheduled deliveries that interfere with other work may not be accepted on site and will be redelivered at this Trade Contractor's expense. Ensure a flag person is present when backing up vehicles and when vehicles are leaving site.

4. Provide a competent, full time site superintendent and/or foreman for the duration of this scope of work.

5. This Trade Contractor will abide by all Ontario Ministry of Labour, Owner, Construction Manager and other applicable Health & Safety Regulations/Policies. Provide for the Trade Contractor's work force a first aid kit acceptable to the Ontario Ministry of Labour. The Trade Contractor will submit its' current, signed and dated corporate health and safety policy, an Ontario Ministry of Labour Contractor Registration Form (for themselves and all sub-contractors) and a current WSIB Clearance Certificate, worker training cards, etc. to the Construction Manager, prior to commencing work on site. All workers must have current WHMIS, fall arrest and any other applicable training. Proof of training must be provided prior to workers accessing the site. Hard hats and safety boots must be worn at all times while on site. All workers must attend a site safety orientation session held by the Construction Manager prior to commencing work on site.

6. Responsibility for stored materials rests with the Trade Contractor. Deliver materials to site only when the area in which they are to be installed is ready for their installation. Relocate material as directed by Construction Manager to allow progress of other trades and the Project Schedule.

7. The Trade Contractor is responsible for coordinating and requesting any drawings from other sub-trades that could affect the execution of this scope of work. Shop drawings relating to other trades/scopes of work will be available for viewing in the Construction Manager's site office and the Evoco Workspace.

8. Any work that falls under the jurisdiction of the Labourers International Union, the United Brotherhood of Carpenters and Joiners Union and the International Union of Operating Engineers within the scope of this contract will be performed by companies that are signatory to the appropriate union.

9. The Trade Contractor acknowledges that work on this project will be taking place in a location adjacent to occupied sites. The Trade Contractor shall take all necessary precautions in order to protect the adjacent users and the general public. This shall include, but not be limited to, taking all necessary safety precautions, cleaning up of debris and garbage, ensuring site is secured at end of day (if last Trade on-site), minimizing noise, dust and other pollution as much as reasonably possible, and posting notices and warnings as appropriate.

10. All layout for this scope of work is the responsibility of this Trade Contractor. Site measuring is to be performed where required. Only white coloured chalk is to be used for layouts on concrete slabs.

11. Parking is not available on site. The Trade Contractor will be responsible for providing parking for its work force.

12. The Trade Contractor will provide a site office and drinking water for its forces. Food and drink will only be permitted in the designated areas.

13. Provide adequate protection while working in areas where finishes have been installed. Any costs to repair damage to finishes or work by others, will be the responsibility of this Trade Contractor. Report all damage to the Construction Manager immediately. Job boxes, carts, buggies, etc., will not be permitted in Units where the finished floors have been installed.

14. Work is to be performed in accordance with all laws and regulations including the City of Ottawa noise bylaw.

15. Music radios (i.e. boom-box, MP3 players, etc.) are not permitted on site.

16. Smoking is not permitted on site.

17. The contractor's site superintendent/foreman will attend weekly and/or daily site coordination meetings if required by the Construction Manager. This contractor's project manager is to attend meetings if required by the Construction Manager.

18. Provide all required "as built" documentation promptly upon completion of the work. As-built documentation and manuals must be submitted and approved by the consultants prior to substantial completion.

19. Remove and reinstall temporary guardrails as required to complete this scope of work. No open areas are to be left unattended at any time.

20. The Evoco Workspace will be used for the distribution of documentation (e.g. drawings, specifications, contractor submittals/shop drawings, CCN's/CO's/FI's, start-up documentation, various reports/inspections, etc.) for all parties involved in this Project. This Trade Contractor agrees to comply with the above and any other requests from the Construction Manager for the usage of the Evoco Workspace for this Project. Printing of all contract documentation is the responsibility of this Trade Contractor.

21. All shop drawings/submittals are to be submitted for review within 2 weeks of contract award. Contractor to submit a proposed shop drawings/submittals log for this project within 1 week of contract award. All shop drawings/submittals must identify the corresponding specification section, item number and/or drawing number.
22. Temporary lighting will be provided by others. Task lighting is the responsibility of the Trade Contractor.

23. This Trade Contractor acknowledges that the building will be occupied on a sequential basis with numerous partial occupancy inspections. All required precautions to protect the occupants, visitors and general public shall be taken by this Trade Contractor including but not limited to: all necessary safety precautions, cleaning, ensuring that the site is secure, minimizing noise, dust, odours and other pollutants, as well as posting notices/warnings as required and to the acceptance of the Construction Manager.

3.0 Time is of the essence on this project, construction is underway. The following schedule milestones will apply for this project. The Trade Contractor is responsible for supplying the necessary manpower, equipment and materials in a timely fashion to ensure that portions of the work and the work are completed within the time periods noted below to maintain the schedule requirements of the Construction Manager. This Trade Contractor will increase its man power to accommodate the project schedule and Construction Manager's requirements on 1 weeks notice by the Construction Manager:

1. Structure: Present to February 2013
2. Building Envelope: Present 2012 to April 2013
3. Man & Materials Hoist: Available to September 2013
4. Final Finishing: December 2012 to June 2014
5. Base Building Substantial Completion Date: May 2014
6. Final Finishing Substantial Completion Date: June 2014

The Construction Manager reserves the right to adjust the schedule to suit the overall project requirements on 2 weeks notice.