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# MCA Toronto Code of Practice

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Code of Practice for Division 15 Contractors

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Code of Practice for Division 15 Contractors

"Division 15 contractors are keenly aware of the complexities in ensuring that they furnish the project requirements in a coordinated and timely manner for the delivery of a quality and profitable contract.

The contractors further agree that the realization of all these requirements occurs only when cooperation, communication and commitment are executed in the spirit of a total team effort and that the team results ultimately depend on a dedicated undertaking by every team player."

DIVISION 15

Prime Mechanical Contractors

Mechanical Trade Contractors

## INTRODUCTION

Construction, by its very nature, requires a cooperative team effort. The more cohesive and coordinated the teamwork, the more efficient and profitable the work will become.

In no part of the construction process is this more true than in Division 15 Mechanical, where the plumbing, heating, ventilating, refrigeration, insulation, controls, and fire protection systems are so closely integrated, not only in function, but also in limited physical space and schedule.

That is why there is a requirement for a contractor whose responsibility is to ensure that the coordination required to produce an efficient integration of a construction process that can involve many different contractors.

The prime mechanical contractor should be not only an experienced trade specialty practitioner, but also skilled and capable in the practices of scheduling, coordinating and assisting the Division 15 team members to know and understand what, where, and when their contribution and input is required.

This Code of Practice spells out the responsibilities and obligations of all contractors, defines the role of the prime mechanical contractor as captain of the Division 15 team and the relationship with mechanical trade contractors who make up the team. All Division 15 team members, their associates and employees, will, at all times and towards all parties, conduct themselves with courtesy, integrity, and a totally professional attitude towards the teams objectives.

Although this Code of Practice has no legal standing, it is to be regarded by the industry participants as a specific management and control process which will result in improved communications, cooperation and profits for all team members.

## RESPONSIBILITIES

### 1. PRE-TENDER

1.1 Prime mechanical contractors and mechanical trade contractors, should thoroughly study the specifications and contract documents to determine if they really wish to tender the project and ensure that they have the necessary and adequate capacity, capability, resources, financial ability, and bonding capacity.

1.2 If and when the prime mechanical contractor decides to bid the project, they should alert their prospective mechanical trade contractors in sufficient time. Even if the project is Bid Depository, it is appropriate to alert those mechanical trade contractors with whom the prime mechanical contractor prefers to work.

1.3 The prime mechanical contractor should not solicit a bid from any mechanical trade contractor with whom they prefer not to work, but should give preference to those mechanical trade contractors who endorse and uphold the Code of Practice.

1.4 If bonding is required, the prime mechanical contractor should give ample warning to the mechanical trade contractors to complete the most effective arrangement. If the bonding requirement is imposed, not by specification, but by prime mechanical contractor, then the prime mechanical contractor must be prepared to pay for and carry the cost of the bond for the mechanical trade contractor. This cost to be identified at time of tender.

1.5 The prime mechanical contractor shall endeavour to keep the mechanical trade contractors alerted to any revised instructions or addenda to which they are privy. However, the mechanical trade contractor should not leave the responsibility for information concerning changes or addenda entirely to the prime mechanical contractor but should use their own initiative and inquiry sources.

1.6 If the job is not Bid Depository, the scope of work should follow Bid Depository Rules. If this is not possible, the Scope of Work shall be agreed upon by all parties prior to bid closing.

## 2. TENDERING

2.1 The prime mechanical contractor and mechanical trade contractor shall treat as confidential all quotations submitted or received.

2.2 If the project is Bid Depository, the prime mechanical contractor must accept only those envelopes that have been submitted by mechanical trade contractors with whom they are prepared to work. The prime mechanical contractor should award the work to the low bidder from the envelopes collected.

2.3 On projects that are not Bid Depository, the prime mechanical contractor will accept prices only from those mechanical trade contractors with whom they are prepared to work. The prime mechanical contractor should award the work to the low mechanical trade contractors from whom a price was accepted, prior to tender closing.

2.4 The prime mechanical contractor and mechanical trade contractor should neither seek nor accept information concerning competitors' bids, prior to the closing of Division 15 tenders.

2.5 The prime mechanical contractor shall name the mechanical trade contractor at time of tender, if the tender calling authority requests it.

2.6 Should a mechanical trade contractor withdraw their tender, they must do so 3 hours before Division 15 tender closing to allow the prime mechanical contractor to use the next lowest bid.

### 3. POST-TENDER

3.1 The prime mechanical contractor should inform their mechanical trade contractors at the earliest possible date, who was low and to whom they plan to issue a contract or letter of intent when a contract or letter of intent is received.

3.2 When the prime mechanical contractor receives a contract or letter of intent, if different from the original specified in plans and specifications, the prime mechanical contractor should make a copy of the contract available for review by the mechanical trade contractors involved.

3.3 If the prime contractor's total tender price exceeds the project budget and adjustments are requested to bring the project within budget, the prime mechanical contractor will consult with the named mechanical trade contractors in working out the scope of changes and price adjustments. Where it becomes necessary to effect changes to bring a project within budget, the named mechanical trade contractors must respond fully and promptly with requests to effect or offer changes that will reduce project costs.

3.4 In all other instances the contracts should be awarded for the amounts that were tendered.

### 4. PRE-CONSTRUCTION

4.1 The prime mechanical contractor should undertake to ensure that the mechanical trade contractors are provided with sufficient sets of drawings and specifications to satisfy their requirements. Requests for drawings and specifications should be made, in writing, to the prime mechanical contractor.

4.2 The prime mechanical contractor will provide promptly all information required by the mechanical trade contractors for the preparation of shop drawings, maintenance schedules and instruction requirements.

4.3 The prime mechanical contractor, before work commences, should obtain and distribute the project schedule from the prime contractor.

4.4 It is recommended that the prime mechanical contractor have their jobsite foreman or superintendent attend the first Division 15 coordination meeting. It is recognized that mechanical trade contractors' representatives attending the initial Division 15 coordination meeting may not be their jobsite foreman. However, it is required that their jobsite foreman meet at the jobsite with the prime mechanical contractor's foreman or superintendent prior to moving material, equipment, or manpower onto the jobsite. Minutes of all Division 15 meetings should be prepared by the prime mechanical contractor and transmitted to all mechanical trade contractors.

4.5 The prime mechanical contractor should plan and schedule the job in consultation with mechanical trade contractors.

4.6 The prime mechanical contractor, before the work commences, should prepare a Division 15 project schedule and all mechanical trade contractors should receive a copy of this schedule. Revised schedules, if necessary, will be made available to the mechanical trade contractors and major equipment suppliers without delay.

4.7 The prime mechanical contractor should meet with the prime contractor to finalize schedules, deliveries, hoisting, storage, arrange procedures applicable to clean-up, extras, back charges, etc. The prime mechanical contractor, with input from the mechanical trade contractors, and major equipment suppliers, should review the final schedule, communication procedure relating to notices of change and change orders, coordination, progress reports, the requirements for progress invoices, payments, etc.

4.8 All equipment shall be ordered, complete with shop drawings, immediately after award of contract.

## 5. PROJECT CONSTRUCTION

5.1 The prime mechanical contractor and mechanical trade contractors shall cooperate effectively and efficiently in matters of job security, deliveries, hoisting, storage, safety, extra work, clean-up of trade debris, general housekeeping and in general, do all in their cooperative power to expedite the successful completion of the job.

5.2 The prime mechanical should coordinate interferences with each sub-trade and ensure that proper drawings are made when required.

5.3 All equipment, shop drawings and schedules should be handled as expeditiously as possible.

5.4 The mechanical trade contractor shall accept direction only from the prime mechanical contractor, unless specifically directed and authorized otherwise by the prime mechanical contractor.

5.5 From the first day on the project, the prime mechanical contractor should ensure that the prime mechanical contractor's superintendent establishes a relationship of cooperation with the mechanical trade contractors' representatives.

5.6 Primary communication between the prime mechanical contractor and mechanical trade contractors should be office to office. The offices, on the basis of written communications, shall direct their field people appropriately. All correspondence should be dealt with promptly.

5.7 The prime mechanical contractor shall ensure that all site instructions are properly authorized, clear and documented before directing to mechanical trade contractors for execution.

5.8 All CCN's, CCO's, CN's, and CO's as well as requests to alter designs, schedules, etc., should immediately be passed to all mechanical trade contractors. The prime mechanical contractor must never assume that any request or instruction does not pertain to a mechanical trade contractor. Let the mechanical trade contractor decide that.

5.9 The prime mechanical contractor and mechanical trade contractor shall ensure that all applicable permits are ready before installation begins.

5.10 All Division 15 team members should arrange delivery of equipment to meet the job schedule and to create the minimum disruption to other team members.

5.11 The prime mechanical contractor should have equipment placed as quickly as possible so that mechanical trade contractors have clear directions for their pipes, ducts, etc.

5.12 The work should be scheduled so that the chance of damage to and by other trades is minimized.

5.13 The prime mechanical contractor will notify the mechanical trade contractors of all site meetings and invite them to attend as required. It is the mechanical trade contractor's responsibility to bring to the attention of the prime mechanical contractor any and all potential problems.

5.14 It is the prime mechanical contractor's responsibility to bring to the attention of the prime contractor any unsafe practices and conditions on the job. Particular emphasis should be placed on adequate lighting, heat and power being available.

5.15 At meetings and at all times, the prime mechanical contractor should represent and support mechanical trade contractors.

5.16 Deficiencies shall be reported in writing, they shall be attended to promptly and when completed that status confirmed in writing.

## 6. PAYMENT

6.1 Progress payment invoices should be received promptly and in accordance with the contract timeframe or the prime contractors schedule, all discrepancies must be resolved immediately and then the invoice paid as per the contract. Unjustified or unexplained cutbacks are not acceptable.

6.2 Where the prime mechanical contractor has been advised of a cutback in a progress draw the appropriate

mechanical trade contractors must be notified in writing, without delay.

6.3 If there is physical damage by other trades, the prime mechanical contractor will make every effort to have the appropriate contractor back charged or made responsible for rectifying the damage.

6.4 Back charges flowing through the prime mechanical contractor must be reviewed by the parties involved prior to acceptance.

6.5 The prime mechanical contractor must monitor the status of all CO and CCO to ensure all pricing is complete and the work is approved by the prime contractor prior to work being started. Mechanical trade contractors must ensure that invoicing identifies assigned numbers and reflects approved cost.

6.6 Final payment and holdbacks must be made promptly in accordance with contractual terms.

## 7. SUBSTANTIAL COMPLETION

7.1 The prime mechanical contractor must maintain momentum on the job so that all mechanical trade contractors bring the project to a timely conclusion.

7.2 Total cooperation should be provided to successfully and expeditiously commission all Division 15 systems and to provide information for proper labeling.

7.3 The prime mechanical contractor should issue timely information to all the mechanical trade contractors regarding substantial and deemed completion dates.

7.4 Substantive additional work that will extend the date of substantial completion should be issued under a separate contract whenever possible.

7.5 The prime mechanical contractor is responsible for obtaining a list of all deficiencies and for forwarding a complete list to the appropriate mechanical trade contractor, promptly. If the completion of a deficiency requires cooperation of more than one member of the Division 15 team, the prime mechanical contractor will coordinate this.

7.6 The prime mechanical contractor must ensure that all as-built drawings and maintenance manuals are accurate and turned over to the prime contractor.

## 8. WARRANTIES

8.1 For any calls received during the warranty period, the prime mechanical contractor should make a serious effort to determine the responsibility for the problem before calling in the mechanical trade contractor.

8.2 When call back responsibility is determined, the mechanical trade contractor must attend to the problem promptly.

## CONCLUSION

By working together as a TEAM, the Division 15 prime mechanical contractors and mechanical trade contractors, can improve their company profile and profitability.

By accepting and practicing the responsibilities, enumerated in the Code of Practice, a major advance in returning ethics and cooperation to the work place can be achieved.

## DEFINITIONS

The following is a list of definitions for the terms used in this Code of Practice.

**Prime Contractor** The General Contractor or Contractor who has a direct contract with the owner.

**Prime Mechanical Contractor** The Division 15 contractor who has a direct contract with the Prime Contractor. The prime mechanical contractor might also be the prime contractor.

**Mechanical Trade Contractor** A contractor who has a sub contract with the trade contractor.

**CCN** Contemplated Change Notice

**CN** Change Notice

**CCO** Contemplated Change Order

**CO** Change Order