

REQUEST FOR TENDER
T-2020-78

CATHOLIC EDUCATION CENTRE
BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project

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Section 1

GENERAL INSTRUCTIONS:

All bidders have the opportunity via pdf file, to download, print, complete, sign and return all documentation (as stated below).

- It is the sole responsibility of each potential vendor, past or present, to register with <https://dpcdsb.bidsandtenders.ca>. The Board is not responsible for any potential vendor, past or present, not being aware of any or all business opportunities.

NOTE: ALL QUESTIONS & ANSWERS will be posted as an AMENDMENT. All questions should be submitted through the bidding system portal by clicking on the submit question button at <https://dpcdsb.bidsandtenders.ca>.

SUBMISSION INSTRUCTIONS

1. Please read “Terms and Conditions” of this Bid and all other documents carefully.
2. All information asked, and all prices, must be shown on the original Bid documentation and become part of this Bid.
3. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the Bidding System on the closing date, no later than 2:00:00 p.m. (14:00:00 hours) local time. All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid electronically through the Bidding System.
4. The Bidding System will send a confirmation email to the Bidder advising that their Bid was submitted successfully. If you do not receive a confirmation email, contact technical support at Bids&Tenders via email: support@bidsandtenders.ca.
5. Late Bids shall not be accepted by the Board’s Bidding System. To ensure receipt of the latest information and updates via email regarding this bid or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor Account and register as a Plan Taker for the bid opportunity at <https://dpcdsb.bidsandtenders.ca>.
6. ADDENDUM/ADDENDA
Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that have been issued before a Bidder can submit their Bid Submission online.

Addendum/Addenda will typically be issued through the Bidding System up to seven (7) days prior to Closing Date and Time.

In the event an Addendum is issued within seven (7) days prior to Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://dpcdsb.bidsandtenders.ca> prior to submitting their Bid and up until Bid Closing Date and Time in the event additional Addendums are issued.

The Board encourages Bidders not to submit their Bid prior to seven (7) days before the Bid Closing Date and Time, in the event that an Addendum is issued. If a Bidder submits their Bid at any time prior to the Bid Closing and an Addendum/Addenda is issued by the Board, the Bidding System shall WITHDRAW their Bid Submission and change the status to INCOMPLETE (NOT accepted by the Board). The Withdrawn Bid can be viewed and re-submitted by the Bidder in the “MY BIDS” section of the Bidding System (see also instruction # 7).

7. WITHDRAW/EDIT BIDS
Bidders may edit or withdraw their Bid Submission prior to the Closing Date and Time. However, the Bidder is solely responsible to:
 - i) make any required adjustments to their Bid; and

- ii) acknowledge the Addendum/Addenda; and
- iii) ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

8. COMPANY CONTACTS

Additional company contacts are recommended for the reasons outlined below:

You are strongly urged when creating or updating a Bidding System Vendor Account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge Addendum/Addenda, on your behalf.

Notwithstanding the above, it is recommended that you do not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition (for example, a company may have two divisions that could compete for the same Bid Opportunity).

If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://dpcdsb.bidsandtenders.ca> website and create a separate vendor account.

9. BID CLOSING DATE AND TIME

All Bidders shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their Bid electronically through the Bidding System.

Bid Submissions shall be received by the Board's Bidding System not later than (14:00:00 hours) 2:00:00 p.m. Eastern local time, on the specified Closing Date. The Closing Time shall be determined by the Bidding System web clock.

Bidders are cautioned that the timing of Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an "Internet Traffic Jam" due to file transfer size, transmission speed, and other electronic considerations.

For the above reasons, the Board recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time shall be determined by the Board's Bidding System web clock.

10. Original Bid forms not completed in the prescribed manner may be considered INVALID. It is the sole responsibility of the Bidder to ensure a Bid is delivered on time. Late bids will not be accepted by the Board's bidding system.

SCOPE

The Dufferin-Peel Catholic District School Board invites **bids** from **Vendor of Records** (VOR's) Prequalified General Contractors ONLY – **Category A and A & B** for acquiring services for the supply and labour for the **CEC - BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project**, as specified in bid documents.

INTRODUCTION

The Dufferin-Peel Catholic District School Board is one of largest and most diverse school districts in Ontario. The Board currently operates 151 Catholic schools (125 elementary and 26 secondary) throughout Mississauga, Brampton, Caledon and Orangeville, with a student enrolment of approximately 81,000. In addition, approximately 40,000 students are enrolled in the Board's Adult and Continuing Education Programs each year. With over 11,000 employees, the Board is also one of the largest employers in the Region. It is the goal of the Board to provide quality education to students in a setting, which fosters Catholic values and beliefs.

MANDATORY REQUIREMENTS/GENERAL REQUIREMENTS

See Requirement List in the bidding system. Bidders are to complete the checklist and confirm: Comply – Yes or No and provide documentation where specified.

BID EVALUATION CRITERIA

Subject to the Board's Reserved Rights and provided that all Requirements and Conditions of Bid have been met, the Board will evaluate bids solely on the basis of the costing structure being proposed. Accordingly, a bid with the lowest overall costing structure submitted to the Board which complies with all Requirements and Conditions of the **Bid** will prevail. Submissions that do not meet the mandatory criteria and/or do not provide the required documentation with their bid submission will be disqualified.

Individual interviews or presentations may be required, at the Vendor's expense.

KEY PERSONNEL

It is essential that the Vendor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of objective work to be performed under this contract. The Vendor must agree to assign specific individuals to the key positions.

- A. The Vendor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without prior written notice to the Board.
- B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Vendor shall immediately notify the Board, and shall, subject to the concurrence of the Board, replace such personnel with personnel of substantially equal ability and qualifications.

PRICE PROTECTION

Prices must be firm or fixed for the entire term. Any decreases in prices must be provided to the Dufferin-Peel Catholic District School Board immediately. All prices to be quoted in Canadian dollars, further all bid submissions must be responded to in English.

CONTRACT TERM: Work to commence within two weeks of issuance of Letter of Intent, or as directed by Consultant, and to terminate one year from date of Substantial Completion including completion of all noted deficiencies and warranty period.

DELIVERY

FOB - Destination; all prices to include delivery directly to project location(s).

The majority of our locations do not have a receiving dock. It is the Vendor's responsibility to ensure that the delivery trucks are equipped with appropriate equipment to make a successful delivery.

NEWS RELEASE/PUBLICITY

The Vendor shall not use any insignia or logo of the Board except where required to provide the Deliverables, and only if it has received the prior written permission of the Board to do so.

The Vendor(s) shall not make any news release concerning this bid or awarding of the same or resulting contract(s) without the express consent of the Board.

WORKPLACE SAFETY INSURANCE BOARD

1. Workplace Safety Insurance (WSIB) coverage shall be provided by the Vendor for all employees who are employed under the contract.
2. Proof of this coverage (Clearance Certificate) shall be presented to the Board by the successful Vendor upon award.

INDEMNIFICATION AND INSURANCE

Notwithstanding anything else in the bid, any express or implied reference to the Board providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of the Board, whether at the time of execution of the bid or at any time during the Term, shall be void and of no legal effect.

The Vendor hereby agrees to indemnify and hold harmless the Board, its Directors, Officers, Trustees, employees and Agents (the "Indemnified Parties") from and against all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of actions, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, arising out of, or in any way connected with the negligent acts or omissions of the Vendor, its permitted subcontractors or their respective Directors, Officers, Agents, employees, partners, affiliates, volunteers or independent contractors, under or otherwise in connection with this bid or a subsequent contract arising hereunder.

The Vendor hereby agrees to put in effect and maintain insurance for the Term of any contract awarded, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

- a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than **\$5,000,000 (Five Million Dollars)** per occurrence.

The vendor is to refer to the CCDC documents for insurance policy requirements.

The Vendor will provide the Board on or before the award of a contract pursuant to this bid, with a valid Certificate of Insurance (and a renewal replacement as may be necessary), referencing this bid, confirming the above insurance requirements and stating any pertinent exclusions as applicable, contained by the policy(ies).

SCHEDULE OF EVENTS

The Board, in its sole discretion, reserves the right to alter any date in the schedule.

CONCLUSION

Enquiries regarding the bid must be submitted electronically through the bidding system by clicking on the “Submit Question” button the date and time specified.

<p>Inquiries received after this date may not be addressed.</p>
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1. INSTRUCTIONS TO BIDDERS - 00100

Instructions for submitting a Bid must be followed implicitly. Any Bid Submission that does not comply with the Instructions to Bidders, CCDC 2 – 2008 *Stipulated Price Contract, Supplementary General Conditions to CCDC 2 – 2008* and other pertinent sections of the Bidding Documents may be declared informal and might not be considered.

All Contractors have the opportunity via .PDF file to download, print, complete, sign and return all documentation (as stated below), with the exception of returning the Supplementary Information Form, the Mechanical Supplementary Bid Submission Form, and the Electrical Supplementary Bid Submission Form, which are to be returned directly to the Consultant by the low Bidder.

It is the responsibility of each Contractor to be registered with <https://dpcdsb.bidsandtenders.ca>. The Board is not responsible for any Contractor not being aware of any or all business opportunities.

NOTE: ALL QUESTIONS & ANSWERS will be posted as an AMENDMENT. All questions should be submitted through the Bidding System portal by clicking on the “submit question” button at <https://dpcdsb.bidsandtenders.ca>. Questions must be received on or before the date specified on the Bidding System no later than 2:00:00p.m. (14:00:00 hours) local time.

This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and to Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement.

1.1. DEFINITIONS

- 1.1.1. The words “Bidder” & “Contractor” and “Bids” or “Bid Submissions” & “Tenders” are interchangeable in the Contract Documents and their meanings are identical.
- 1.1.2. The words “Owner” & “Board” are interchangeable in the Contract Documents and their meanings are identical.

1.2. DESCRIPTION

- 1.2.1. Work under this Contract covers the construction of the Project as identified in the Contract Documents.
- 1.2.2. Work not included in Contract comprises of a list of items as identified in the General Instructions and other pertinent sections of the Contract Documents.



1.3. CONTRACT DOCUMENTS

1.3.1. Consult the Documents consisting of the following:

1.3.1.1. Form of Tender * Document 00200

1.3.1.2. Supplementary Information Form * Document 00300

Above Bidding Documents (marked by asterisk) are to be signed and executed by the Bidders.

1.3.1.3. Instructions to Bidders Document 00100

1.3.1.4. Supplementary General Conditions to
CCDC-2 2008 and CCDC-2 2008 Document 00400

1.3.1.5. General Instructions Document 00500

And

1.3.1.6. Mechanical Supplementary Bid Submission Form * Document 00600

1.3.1.7. Electrical Supplementary Bid Submission Form * Document 00700

Above Mechanical and Electrical Supplementary Bid Submission Forms (marked by asterisk) are to be signed and executed by each of the prequalified Sub-Contractors named by the low Bidder in the Form of Tender.

And

1.3.1.8. Specifications as listed in the Specification Table of Contents prepared by the Architect and Sub-Consultants.

1.3.1.9. Drawings as listed in the Drawing Index and Detail Sheets as listed in the Detail Sheet Index and as applicable - prepared by the Architects and Sub-Consultants.

1.3.1.10. Any Addenda issued prior to the closing of Bid Submissions.

1.4. BID SUBMISSION (TENDER)

1.4.1. The Bid Submission is to be submitted on the Form of Tender in the bidding system, Document 00200 and shall be known as the Bid Submission. All information asked, and all prices, must be entered in the bidding system.

1.4.2. The Contractor must note that the Bid Submission (Form of Tender) requires the inclusion of the Contractor's Bid Bond and Agreement to Bond.

1.4.3. ELECTRONIC BID SUBMISSIONS ONLY must be received by the Bidding System on or before the closing date specified on the bidding system, no later than 2:00:00 p.m. (14:00:00 hours) local time. All Contractors shall have a Bidding System Vendor Account and be registered as a Plan Taker for this Request for Tender, which will enable the Contractor to download the documents required for the Bid Submission, to receive Addenda / Addendum email notifications, download Addenda and to submit a Bid Submission electronically through the Bidding System.



- 1.4.4. The Bidding System will send a confirmation email to the Contractor advising that the Bid Submission was submitted successfully. If the Contractor does not receive a confirmation email, the Contractor must contact technical support at Bids & Tenders via email: support@bidsandtenders.ca .
- 1.4.5. Late Bid Submissions shall not be accepted by the Board's Bidding System. Bid Submissions must be received by the Board's Bidding System not later than 2:00:00 p.m. (14:00:00 hours) local time, on the specified Closing Date. The Closing Time shall be determined by the Bidding System web clock. Contractors are cautioned that the timing of the Bid Submission is based on when the Bid Submission is RECEIVED by the Bidding System, not when a Bid Submission is submitted by a Contractor, as Bid Submission transmission can be delayed in an "Internet Traffic Jam" due to consideration such as file transfer size and transmission speed and other electronic considerations. For the above reasons, the Board recommends that Contractors allow sufficient time to upload Bid Submissions including all attachments thereto and to resolve any issues that may arise.
- 1.4.6. As a pre-qualified Contractor, it is imperative that the Contractor create a login from the link contained in the email invitation requesting a Bid Submission. DO NOT go directly to <https://dpcdsb.bidsandtenders.ca> website and create a separate vendor account. Notwithstanding the foregoing, it is recommended that when creating or updating a Bidding System Vendor Account, a Contractor add qualified additional Contractor contacts to create additional logins to the Bidding System. This will permit a Contractor's invited contacts with logins to manage (register, submit, edit and withdraw) Requests for Tender for which the Contractor is a pre-qualified Registered Plan Taker. In the event the primary contact of a Contractor is unavailable at critical times, additional contacts may act on the Contractor's behalf and will have authority to submit Bid Submissions electronically through the Bidding System, edit or withdraw Bid Submissions, or acknowledge any Addenda on the Contractor's behalf.
- 1.4.7. The bid shall be fully completed in the bidding system or the Bid Submission may be invalidated and may, at the discretion of the Board, be rejected.
- 1.4.8. The Supplementary Information Form must be signed by the appropriate officers of the Contractor's firm.
- 1.4.9. Drawings and Specifications shall be returned to the Consultants within ten (10) days of closing as identified in the bidding system.
- 1.4.10. Bid Submissions shall be valid and irrevocable for 60 calendar days from the date of closing as identified in the bidding system.



1.5. ADDENDA

- 1.5.1. Contractors must acknowledge receipt of any Addenda when submitting a Bid Submission through the Bidding System. Contractors must check a box for each Addendum and any applicable attachments that have been issued before a Contractor can submit a Bid Submission online.
- 1.5.2. Addenda will typically be issued through the Bidding System up to seven (7) days prior to the Closing Date and Time.
- 1.5.3. In the event an Addendum is issued within seven (7) days prior to the Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Contractor to have received all Addenda that have been issued. The Contractor must check online at <https://dpcdsb.bidsandtenders.ca> prior to submitting a Bid Submission and up until the Bid Closing Date and Time in the event that additional Addenda are issued.
- 1.5.4. The Board recommends Contractors not submit a Bid Submission prior to seven (7) days before the Bid Closing Date and Time, in the event that an Addendum is issued thereafter by the Board, the Bidding System will automatically WITHDRAW previously submitted Bid Submissions and change the status thereof to INCOMPLETE (Not accepted by the Board). The Withdrawn Bid Submission can be viewed and re-submitted by the Contractor in the “MY BIDS” section of the Bidding System.

1.6. WITHDRAW / EDIT BIDS

- 1.6.1. Contractor may edit or withdraw a Bid Submission prior to the Closing Date and Time. In such case, the Contractor is solely responsible to:
 - 1.6.1.1. make any required adjustments to the Bid Submission;
 - 1.6.1.2. acknowledge any addenda, if applicable; and
 - 1.6.1.3. ensure the re-submitted Bid Submission is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time on the Closing Date.

1.7. MECHANICAL AND ELECTRICAL SUB-CONTRACT BIDS

- 1.7.1. Mechanical and Electrical bids are to be submitted directly to the Contractor Bidders.
- 1.7.2. Each of the Mechanical and Electrical Sub-Contract Bidders must submit an Agreement to Bond directly to the Bidder with their bids.



1.8. SUPPLEMENTARY INFORMATION FORM & SUPPLEMENTARY CONDITIONS FORM

- 1.8.1. Only the two (2) LOW BIDDERS will be required to submit the following documents to the offices of (Regal Consulting Engineers Inc, 201-2359 Royal Windsor Drive, Mississauga, ON L5J 4S9, on or before, **2:00:00 p.m.** local time on the day following the close of Bid Submissions,

Supplementary Information Form	Document 00300
Mechanical Supplementary Bid Submission Form	Document 00600
Electrical Supplementary Bid Submission Form	Document 00700

Electronic or hand delivered.

- 1.8.2. The Supplementary Information Form and the Mechanical/Electrical Bid Submission Forms must be signed by the appropriate officers of the General Contractor's firm and each of the Sub-Contractors' Firms.

- 1.8.2.1. The two (2) LOW BIDDERS must complete IN FULL the requirements of the *Supplementary Information Form*.

1.9. MECHANICAL AND ELECTRICAL SUPPLEMENTARY BID SUBMISSION FORMS

- 1.9.1. Mechanical and Electrical Supplementary Bid Submission Forms are to be filled out in their entirety by the Mechanical and Electrical Sub-Contractors named in the Form of Tender by the Bidders and submitted directly to the Contractor Bidders.

Electronic or hand delivered.

1.10. BOARD

- 1.10.1. The "Owner" of the project is:

**Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West
Mississauga ON. L5R 1C5**

- 1.10.2. The Contractor should note that after the Tender Award, all correspondence between the Contractor and the Consultants shall be copied to the Board's "Construction Department", at the following address:

**Dufferin-Peel Catholic District School Board
Keaton Centre
5685 Keaton Crescent
Mississauga ON L5R 3H5**



1.11. PRIME CONSULTANT

- 1.11.1. The Prime Consultant (Architect) on this project is identified in the Contract Documents.

1.12. CONSULTANTS

- 1.12.1. The Sub-Consultants on this project are identified in the Contract Documents.

1.13. BID SUBMISSION ACCEPTANCE AND OPENING

- 1.13.1. Upon review of all Bid Submissions immediately after the Closing Time, the Bid Price and any Alternative, Separate or Unit Prices that are being considered in the evaluation of Bid Submissions shall be posted on-line at <https://dpcdsb.bidsandtenders.ca> as unofficial results under the heading "Bids Submitted" within thirty (30) minutes of the Closing Time. Thereafter, official results will be posted on-line under the heading "Awarded Results" as soon as they are available.

1.14. RESERVED RIGHTS

- 1.14.1. The Board reserves the right to reject any or all Bid Submissions submitted, without explanations, and to waive any informality or minor irregularity in same. ***The lowest or any Bid Submission shall not necessarily be accepted.***
- 1.14.2. In addition, the Board reserves the right to:
- 1.14.2.1. make public the names of any or all Contractors;
 - 1.14.2.2. verify with a Contractor that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract, where in the sole discretion of the Board, it receives a Bid Submission from a Contractor with a price that is abnormally lower than prices in other Bid Submissions;
 - 1.14.2.3. afford an opportunity to a Contractor to correct unintentional errors of form between the opening of Bid Submissions and the awarding of a contract and, if it does so, the Board shall afford the same opportunity to all participating Contractors;
 - 1.14.2.4. where there is supporting evidence, to exclude a Contractor from participating in this Request for Tender on such grounds as:
 - bankruptcy or insolvency;
 - false declarations;



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- significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
 - final judgments in respect of serious crimes or other serious offences;
 - professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Contractor; or
 - failure to pay taxes.
- 1.14.2.5. to negotiate or terminate negotiations of a contract with any Contractor at any time and for any reason without liability to such Contractor; or
- 1.14.2.6. cancel this procurement process at any stage and issue a new procurement process for the same or similar deliverables.
- 1.14.3. These reserved rights are in addition to any other rights which may be implied in the circumstances, and the Board shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Contractor or any party resulting from the Board exercising any of its express or implied rights hereunder.

1.15. SUB-CONTRACTORS

- 1.15.1. The Contractor Bidders are required to submit, on the Form of Tender, the names of the Mechanical and Electrical Sub-Contractors.
- 1.15.1.1. On the *Supplementary Information Form*, the bid amount of each of the named Mechanical and Electrical Sub-Contractors must be identified. The bid amounts are to be exclusive of Value Added Taxes (HST).
- 1.15.2. The two (2) low Bidders are also required to submit, on the Supplementary Information Form, a further list of Sub-Contractors. The Bidders shall name in this list the Sub-Contractors proposed to perform the Work under the Contract. No substitutions to these lists shall be made without the written approval of the Consultants and Owner.
- 1.15.3. Other than the Mechanical/Electrical Sub-Contractors, the selection of all other Sub-Contractors must be acceptable to the Board and to the Consultants. If the required substitution of a Sub-Contractor affects the sub-tender price, an adjustment will be made in the amount of the Bid Price only by the amount of the difference in sub-prices, without additional overhead or profit to the Bidder.
- 1.15.4. If the Bidder proposes to do Work with persons directly in the Contractor's employ, and not sub-contract the Work, then the Bidder shall insert the words "Contractor" provided that the Bidder can submit proof that his forces have had extensive experience in this field of endeavour.



- 1.15.5. Sub-Contractors shall be actually engaged as their own recognized business, in the line of Work including Labour and Materials required by the specifications and shall carry out themselves the Work which they are awarded by subcontract. They shall not be permitted to re-subcontract their Work or portions thereof, to other contractors. THIS INCLUDES SHOP DRAWINGS.

1.16. UNIT PRICES

- 1.16.1. Refer to Supplementary Information Form for specific requirements. The Bidder should be aware, however, that Unit Prices for additional Work shall not exceed Unit Prices for deducted Work by more than twenty percent (20%); that the Board reserves the right to accept or reject any or all of the Unit Prices prior to entering into a contract; and that the Board reserves the right to negotiate any of all of the Unit Prices with the Contractor prior to the signing of the Contract.
- 1.16.2. Should the Board and the Contractor be unable to mutually agree on the amounts of the unit prices, the Bidder agrees that the Board has the right to hire outside contractors to perform the pertinent Work under a separate contract, without any financial penalty whatever to the Board and without additional overhead and profit to the Contractor.

1.17. COMPLETION DATE

- 1.17.1. Bid Submissions must include all costs involved in having the Contract "Substantially Complete" by the date specified in the Form of Tender.
- 1.17.2. Work must continue during all adverse weather conditions as necessary to ensure completion by dates listed on the Form of Tender.

1.18. OCCUPANCY REQUIREMENTS

- 1.18.1. The building(s) shall be deemed to be ready for occupancy when the Contract meets the requirements of OAA/OGCA Document 100, Construction Lien Act (Latest Amendments) and occupancy approval of all Authorities Having Jurisdiction.
- 1.18.2. Refer to **Supplementary General Conditions to CCDC 2, 2008** for "*Board Occupancy*" and "*Occupancy prior to Substantial Completion*".

1.19. BID BOND, PERFORMANCE BOND, LABOUR & MATERIAL BOND / MAINTENANCE BOND

- 1.19.1. The undersigned encloses a Bid Bond in the amount of **10% of Bid Price** made out in the name of the Dufferin-Peel Catholic District School Board, as well as an *Agreement to Bond* from an approved Bonding Company stating that the Bonding Company will issue 50% Performance Bond and a 50% Labour and Material Payment Bond, if the undersigned's submitted Bid Price is successful and the Board awards the Contract to the undersigned.



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- 1.19.2. This Bid Bond shall be forfeited if the Bidder declines to enter into a Formal Contract in the amount tendered, or as adjusted according to the separate prices included in the Bid Submission, and to furnish, when called upon to do so, a Performance Bond. This Bid Bond shall be accompanied by an Agreement from the Surety Company that a 50% Performance Bond and a 50% Labour and Material Payment Bond will be issued to the Bidder if he/she is awarded the Contract. The cost of the Bonds shall be included in the amount of the Bid Submission.
- 1.19.2.1. The Bid Bond must be valid for a minimum of 60 calendar days from the closing date of Tender.
- 1.19.3. Retention and use of the Bid Bond, as outlined above, shall not be deemed a penalty, but a consideration to the Board for inviting and considering the Bid Submission and as part payment for sustained damages and costs incurred by the Board, which shall be deemed to be the difference between the bid price of this Bidder and the bid price of the next lowest Bidder acceptable to the Board.
- 1.19.4. A Performance Bond, equal in the amount of 50% of the Bid Price, shall be furnished through a Surety Company or Insurance Company approved by the Consultant and the Board according to terms and conditions acceptable to the Board and the Consultant.
- 1.19.5. Labour and Material Payment Bond, in the amount of 50% of the Contract is to be provided within ten (10) Working Days upon request, stating that Board will not be held responsible if payment to Sub-Contractors, as certified due by the Consultant, is not made by the Contractor when due.
- 1.19.6. On completion of the Work, the Performance Bond shall remain in force as a MAINTENANCE BOND for a period of one (1) year from the date of final completion as certified by the Architect. It shall form a *Guarantee of Workmanship and Materials* for the one (1) year period.
- 1.19.7. The Bidder to whom the Contract is awarded must properly sign the Contract and furnish a satisfactory Performance Bond, Labour and Material Payment Bond, Insurance Certificate and Workers' Compensation Board Certificate within ten (10) Working Days of acceptance of the Bid Submission by the Board, or forfeit the Bid Bond.
- 1.19.8. In addition, the Bidder shall require from the following Sub-Contractors a performance bond, issued by a duly licenced surety company authorized to transact a business of suretyship in the Province of Ontario, and which shall be maintained in good standing until the fulfilment of the Contract. The form of such bond shall be in accordance with the latest edition of the CCDC Bond forms. Performance Bond is to be in the amount of 50% of the Sub-Contractors' tendered sum.



1.20. LIST OF SUB-CONTRACTORS REQUIRING BONDS

1.20.1. **CONTROLS (Including Mechanical)*and Electrical***

* The Controls (Including Mechanical) and Electrical Sub-Contractors carried by the Contractor must submit their Agreement to Bond with their Bids directly to the Bidder.

1.21. PREQUALIFIED BIDDERS

1.21.1. Bid Submissions will only be accepted from the Board's current list of **prequalified** General Contractors:

1.21.2. RESERVED

1.22. BIDDERS

1.22.1. The Bidder submitting Bid Submission proposals shall be actually engaged as their recognized business in the lines of Work required by the specifications, and shall be able to refer to Work of a similar character which has been satisfactorily performed by them.

1.23. FAIR WAGE AND LABOUR

1.23.1. Rate of wages, hours and conditions of Work shall be in accordance with Provincial Codes and as generally recognized and accepted in the locality. Building mechanics and labourers resident in the district are to be employed where suitable.

1.23.2. Labour forces employed on the site may have compatible affiliation with any labour organization. Union contract itself is not a prerequisite.

1.24. DISCREPANCIES AND OMISSIONS

1.24.1. All Bidders finding specified items unavailable, finding discrepancies in, or omissions from, the drawings or specifications or other Contract Documents, or having any doubt as to the intent or meaning of any part thereof, shall at once notify the Consultants.

1.24.2. Corrections of such discrepancies, and/or omissions, further explanations, definitions or additional information as necessary will be issued by the Consultant(s) during the time of bidding in the form of Addenda to all prequalified Bidders. These shall become part of the Contract Documents and the number of Addenda included in the Bid Price must be shown on the *Form of Tender*.

1.24.3. Minor typographical or spelling mistakes in the Contract Documents may not necessarily be corrected by Addenda if they do not significantly affect the



meaning of the sentence or phrase in which they occur, or alter the intent of the Work.

1.24.4. NO ORAL INSTRUCTIONS WILL BE VALID.

1.25. BIDDING ASSUMPTIONS

1.25.1. All bids submitted, including bids by Sub-Contractors, are assumed to be based upon the complete set of Contract Documents. No alterations in prices for items of Work will be considered even if it is determined by the Consultants and/or Bidder that sub-bids were not based on the complete set of documents (e.g. bids based upon Specifications but not on drawings and vice-versa, omitted addenda etc.).

1.26. ERRORS IN BID SUBMISSION

1.26.1. The Board shall not entertain requests for gratuitous payments arising from errors or omissions alleged to have been made by the Bidder in a Bid Submission that the Board has accepted.

1.27. INQUIRY AND INSTRUCTION

1.27.1. All correspondence, inquiries, instructions, etc. in connection with the Work, *after award of tender*, shall be made through the office of the Architect (Prime Consultant) whose name address and telephone number appear below:

- Regal Consulting Engineers Inc.
201-2359 Royal Windsor Drive, Mississauga, ON L5J 4S9
Phone: 905-855-3010
Mohammed K. Ahmed, CED., P. Eng., LEED AP

1.28. EXAMINATION OF THE PLACE OF WORK

1.28.1. Before submitting the Bid, it is recommended that the Bidder and their qualified sub-trades submitting bids examine the Place of Work, and the Geotechnical and/or Environmental Soils Investigation Reports as may be included in the Bid Documents. The Bidder shall ascertain the extent and nature of the materials it may be necessary to remove or add in order to reach, or provide the depths, levels and grades required and shall be sure that the Bidder's determinations are made in accordance with the drawings and specifications and the Soils Investigations.

1.28.2. Bids shall include the cost imposed by existing conditions and limitations of site and the accepted bid shall be held to have included such costs. NO ALLOWANCE WILL BE MADE FOR FAILURE TO EXAMINE THE EXISTING SITE.



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- 1.28.3. The levels and other information shown on the drawings are furnished in good faith for the guidance of the Bidders. This information, however, shall in no way relieve the Bidder and sub-trades of the responsibility in ascertaining to his/her own satisfaction the nature of all conditions at the site.

1.29. BUILDING PERMIT

- 1.29.1. Building Permit for the BAS, Reheat Coils & Exhaust Fans Replacement Project is not required.
- 1.29.2. The Contractor must, however, pay all other necessary fees, deposit and charges related to Municipal, Provincial and Federal requirements. The Contractor is responsible for determining the amounts of these permits, fees, etc.

1.30. CONTRACT DOCUMENTS

- 1.30.1. The Contract shall be subject to the **Canadian Standard Construction Document CCDC – 2 2008 for Stipulated Price Contract** all Supplementary Conditions thereto and Contract Documents as prepared by the Consultants. Successful Bidder must sign a Contract within ten (10) Working Days of notification of award. ***The Contractor shall not be entitled to any payment until the Contract is signed.***
- 1.30.2. All Bidders will be held to have examined and made themselves familiar with the various articles of these Standard Documents and shall be as binding for all sections of the following specifications as though written in full therein.

1.31. FINAL ACCEPTANCE

- 1.31.1. It must be clearly understood that final acceptance of this Tender is subject to approvals of the Board and other Authorities and these may delay final approval. There will be no adjustments in the tendered price for a period of 60 calendar days from tender closing date. Submissions due to delays resulting from obtaining necessary approvals.

1.32. TAXES

- 1.32.1. The Bid Submission amount shall include all applicable excise taxes, custom duties, freight, exchange and all other charges in effect and known to come into effect during the construction of the building described in this Contract. The Bid Submission (Form of Tender) shall exclude Value Added Taxes (**HST**).
- 1.32.2. The successful Bidder must provide the Bidder's HST Registration Number and each request for payment must show this number.



1.33. INSURANCE COVERAGE ON EXISTING SCHOOLS VACATED DURING CONSTRUCTION

- 1.33.1. On projects where the Board has vacated the premises and handed the building and/or property to the Contractor, it is the responsibility of the Contractor, as part of the Bid Submission, to carry an Insurance Policy that includes the value of the existing building and property, in addition to the value of the Contract. Such Insurance Policy will remain in effect until the Completion of the Work as certified by the Architect.
- 1.33.2. The Architect has determined that the value of the Board's building and property is \$10,000,000.00.

1.34. WORK HOURS AND SITE ACCESS

- 1.34.1. Work in all schools occupied by students or staff, (including summer school) whether additions, renovations or for deficiency corrections in new schools, should be specified as follows:
- 1.34.1.1. As per Board policy, the normal work hours in, or access to, occupied school buildings during the school year (September to June) are from **4:00 pm. to approximately 10:30 pm.**, Monday to Friday.
 - 1.34.1.2. The Contractor shall make special arrangements with the Owner to perform Work outside these hours. Requests for special arrangements shall be made at least **72** hours in advance with the Permit Department.
 - 1.34.1.3. During the summer months (July and August), work shall be done between the hours of **7:00 am to approximately 3:00 pm (Monday to Friday)**. The Contractor shall make special arrangements with the Owner to perform work outside these hours. With the permission of the construction Project Supervisor, requests for special arrangements shall be made at least **72** hours in advance by means of a permit through the Board's Permit Department.
 - 1.34.1.4. Any permit cost associated with Work outside of regular hours will be charged and permit costs paid by the Contractor at the time of obtaining the permit. **Contractors can apply for permits at <https://dpcdsb.ebasefm.com/rentals/welcome>**
 - 1.34.1.5. On site access problems are to be referred to the Project Supervisor first and in the absence of a response, the Custodial Supervisor.
 - 1.34.1.6. During the summer break, custodian overtime permit costs are applicable after 3:00 pm Monday to Friday. During the school year, overtime permit costs are applicable on weekends and after 11:00pm weekdays.
 - 1.34.1.7. The current overtime rates are Monday to Saturday: **\$50.54/hr** and Sunday: **\$64.33/hr**. Permit costs are applicable for work scheduled outside the Custodians regular work hours as listed in items above. These rates are subject to HST.
 - 1.34.1.8. An administrative fee of \$50.00 shall apply to each individual permit request.



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- 1.34.1.9. A **minimum 4 hour custodial charge** applies on Saturdays, Sundays and Statutory Holidays
- 1.34.1.10. The Contractor is responsible for applying to the Board's Permit Department for school permits whenever work is conducted in the school in order for the Board to be aware of all personnel in the building. Permit costs are applicable, outside of the regular work hours as outlined in this section. It is the contractor's responsibility based on the project schedule outlined in these documents to account for permits as required and to book accordingly. The Board will not issue refunds for unused permit costs.
- 1.34.1.11. The Contractor is expected to work during regular hours during the summer, and if required to work after-hours in order to meet the timelines outlined in the contract documents. Based on the timelines set out in the contract documents, the contractor is responsible for accounting for the Permit costs for custodial overtime in their tender price.
- 1.34.1.12. The maintenance of continuous and uninterrupted operation of the building requires close coordination and scheduling of construction activities. The intent of the contract is that the work be carried out without hindering the normal operation of the building. Safety of the occupants must be maintained at all times.
- 1.34.1.13. Do not carry out noisy and odorous work during normal hours of operation.
- 1.34.1.14. The Board does not allow any roofing, painting (other than minor touch-ups), gluing (resilient flooring), welding or any other activity that produces noxious smells on Monday through Friday.
- 1.34.1.15. Any asphalt paving or roofing work must be arranged for weekends and holidays
- 1.34.1.16. Protect building areas from the intrusion of dust, smoke or any other debris resulting from the work of the Contract.
- 1.34.2. There will be no interruption of utilities and life safety systems (fire alarm, emergency lighting and sprinklers) during occupied hours of the school. Where utilities must be interrupted, during unoccupied hours, the existing school and its equipment and/or contents must be protected and operation made good by qualified personnel.
- 1.34.3. All trades/ personnel must check in with the office and advise the Custodian the nature and location of their business. For emergency work, required during regular school hours, trades/personnel must report to the office and be accompanied at all times by school staff.
- 1.34.4. Criminal reference checks are required where personnel are required to access the occupied school, on a regular basis.

1.35. LONG DELIVERY BUILDING COMPONENTS

- 1.35.1. Bidders should note that the Consultants have identified below building components that currently have long delivery dates. These components are to be purchased by the Contractor and/or Sub-Contractor(s) immediately upon award of Contract.



1.35.2. Contractors must note that the First Progress Payment will not be approved until proof of purchase (by copy of a Purchase Order) is available for review by the Consultant.

- **Exhaust Fans**
- **VAV Boxes & Reheat Coils**
- **Control Valves**

1.36. SECTION RESERVED

— **END OF INSTRUCTIONS TO BIDDERS** —



Supplementary Information Form

1. SUPPLEMENTARY INFORMATION FORM

1.1. SUBMISSION REQUIREMENT

NOTE THAT THIS **SUPPLEMENTARY INFORMATION FORM** IS TO BE SUBMITTED ONLY BY THE **TWO (2) LOW BIDDERS, TO THE OFFICES OF:**

Regal Consulting Engineers Inc.
 2359 Royal Windsor Drive, Suite 201
 Mississauga, ON L5J 4S9
 905-855-3010
 EMAIL: Mohammed@regal-eng.com

No later than twenty-four (24) hours after the time of tender closing.

Electronic or hand delivered.

1.2. BID SUBMISSION BREAKDOWN

Boiler Upgrades:

1.2.1. The Boilers Upgrades includes all of the Work of all trades, including mechanical and electrical, structural and asbestos abatement, the supply and installation of all specified equipment, base bid supply and installation.

Provide a breakdown of the Total Bid Price for CEC separately below as follows:

.1 CEC – VAV Boxes & Reheat Coils Replacement Project:

\$ _____ **(excluding H.S.T.)**

.2 CEC – BAS Replacement Project by Setpoint Automation:

\$ _____ **(excluding H.S.T.)**

.3 CEC – Taking down ceiling grid and installing back Plus the new ACT:

\$ _____ **(excluding H.S.T.)**

.4 CEC – Exhaust Fans:

\$ _____ **(excluding H.S.T.)**



Supplementary Information Form

TOTAL CASH ALLOWANCE – To be included in TOTAL

\$10,000.00 _____ (excluding H.S.T.)

TOTAL

\$ _____ (excluding H.S.T.)

1.3. ATTACHMENTS

1.3.1. The Undersigned is enclosing the following attachments with this Supplementary Information Form:

- Supplementary Conditions (Signed and executed by the Undersigned)
- Mechanical Supplementary Bid Submission Form
- Electrical Supplementary Bid Submission Form

1.4. MECHANICAL AND ELECTRICAL SUB CONTRACTORS

1.4.1. The Undersigned affirms that the names of the Mechanical and Electrical Sub- Contractors listed below are the same as the names listed on the Form of Tender previously submitted.

1.4.2. The Undersigned proposes to have the following Sub-Contractors perform the Work on this project and these are an integral part of this Tender.

1.4.3. The Undersigned warrants that the Undersigned has received Agreement to Bond from both of the Sub-Contractors named below.

1.4.4. The Undersigned confirms that we have investigated their reliability, bonding abilities and competence to carry out the Work as specified.

1.4.5. The Undersigned agrees that no changes to these names will be made without the express written approval of the Board.

1.4.6. **Mechanical Bid** (Includes “Controls”)

Name of Mechanical Sub-Contractor: _____

(Must be the same name as per Form of tender)

\$ _____ (excluding H.S.T.)

1.4.7. **Electrical Bid**

Name of Electrical Sub-Contractor: _____

(Must be the same name as per Form of Tender)

\$ _____ (excluding H.S.T.)



Supplementary Information Form

1.5. ADDITIONAL LIST OF SUB-CONTRACTORS

- 1.5.1. The Undersigned proposes to have the additional Sub-Contractors perform the Work on this project and these are an integral part of this Bid Submission.
- 1.5.2. Except in the event of any Sub-Contractor becoming bankrupt, the Undersigned confirms that the Undersigned shall not substitute other Sub-Contractors for any of the Sub-Contractors listed below. In the case of Sub-Contractor going bankrupt the Undersigned agrees that any such substitution shall be subject to the Consultants' and Board's approval.
- 1.5.3. Where the Undersigned proposes to do the Work the Undersigned shall so note by inserting the word, "*Contractor*". The list identified below, contains the names of Sub-Contractors other than those of Mechanical and Electrical trades whose bids were received directly by the Undersigned.
- 1.5.4. The Undersigned confirms that the Undersigned has investigated their reliability, bonding abilities where required, and competence to carry out the Work as specified. The Undersigned agrees that no changes to this list will be made without the express written approval of the Board.
- 1.5.5. The Undersigned confirms that if more than one name is given for a specific sub-trade, the Board has the right to select the preferred trade without any adjustment to the Contract Amount.

1.6. WORK DIVISION

- 1.6.1. The Undersigned confirms that the Division of Work among all the Sub-Contractors and suppliers/installers is the Undersigned's responsibility and the Undersigned covenants that neither the Consultants nor the Board will be requested to act as an arbiter to establish sub-contract limits between Sections or Division of Work.

1.7. NIL (Not in List)

1.8. NIL

1.9. NIL

1.10. NIL

1.11. NIL

1.12. NIL

1.13. NIL

1.14. NIL



Supplementary Information Form

1.15. SIGNATURE OF SUPPLEMENTARY INFORMATION FORM

The Undersigned is submitting this *Supplementary Information Form* by duly signing same below and in accordance with ***Instructions to Bidders***.

NAME _____ OF _____ BIDDER _____

PRINT NAME OF SIGNING OFFICER _____

PRINT TITLE OF SIGNING OFFICER _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER _____

I HAVE THE AUTHORITY TO BIND THE BIDDER

DATED AT _____ THIS _____ DAY OF _____ 200-

END OF SUPPLEMENTARY INFORMATION FORM



1. FORM OF TENDER - 00200

1.1. TENDER INFORMATION

NAME OF PROJECT: **Catholic Education Center
BAS, VAV, Reheat Coils &
Exhaust Fans Replacement Project**

Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West, Mississauga ON L5R 1C5

1.2. EXAMINATION OF TENDER DOCUMENTS

Having carefully examined all of the drawings (architectural, landscaping, [if included] structural, mechanical, sprinkler, [if included] and electrical), and having carefully examined the Instructions to Bidders, the CCDC - 2 **2008** Stipulated Price Contract, General Instructions and Supplementary General Conditions to CCDC - 2 **2008** and all of the attached Specifications; including Addenda.

and

Having had the opportunity to visit the Place of Work, investigated and examined all conditions affecting the Work, including Geotechnical and Environmental Soil Reports and Surveys;

1.3. BID PRICE

The bidder, hereby offers to furnish all materials, labour, plant and equipment and to perform all duties and services called for by the **ENTIRE WORK INCLUDING ALL TRADES** for the project named above bid price to be submitted in the bidding system.

The results will be posted in the bidding system. All bids are carefully reviewed for compliance prior to making any recommendation for an award. The bid results posted are considered unofficial until compliance is confirmed and the award is posted on the electronic bidding system.

Bid price to be in lawful money of Canada, **excluding** Value Added Taxes (**HST**), but **including** all other applicable excise taxes, custom duties, Insurances, freight exchange and all other charges.

1.4. CONTINGENCY AND CASH ALLOWANCES

The Bid Price **does not include** Contingency Allowance.

The Bid Price does include a Total Cash Allowance in the amount of \$10,000.00 as identified in the Contract Documents.

Value Added Taxes (**HST**) on the Total Cash Allowance are **NOT TO BE INCLUDED** in the Tender Amount.



1.5. MECHANICAL AND ELECTRICAL SUB-CONTRACTORS

The Bid Price includes the Bid of the Mechanical and Electrical Sub-Contractors, whose Bids have been received directly by the bidder and with whom the bidder is prepared to execute formal agreements to perform the mechanical and electrical Work on this project. Name of the subcontractors to be included in the bidding system

1.5.1. Mechanical Bid (Includes “Controls”)

Name of Mech. Sub-Contractor: To be named in the bidding system.

1.5.2 Electrical Bid

Name of Elec. Sub-Contractor: To be named in the bidding system.

The bidder acknowledges that each Sub-Contractor named in the bidding system is an independent Sub-Contractor. The bidder also warrants that the bidder has received Agreement to Bond from each of the Sub-Contractors named in the bidding system and will be made available to the Owner upon request.

1.6. BID VALIDITY

1.6.1. The bidder is submitting a valid tender and will enter into a formal contract if the bidder is notified upon award of the acceptance of the bidders Bid Price by THE BOARD within 60 calendar days from the closing of the tender.

1.7. BID BOND AND AGREEMENT TO BOND

1.7.1. The bidder encloses a *Bid Bond* in the amount of **10% of Bid Price** made out in the name of the Dufferin-Peel Catholic District School Board, as well as an *Agreement to Bond* from an approved Bonding Company stating that the Bonding Company will issue a 50% *Performance Bond* and a 50% *Labour and Material Payment Bond*, if the bidder submitted Bid Price is successful and the Board awards the Contract to the bidder.

1.7.2. The bidder acknowledges and will comply with the special provisions specified with respect to the wording and/or conditions under which the *Performance Bond* may be invoked and remain in force as a *Maintenance Bond*. The special conditions are specified in the enclosed ***Instructions to Bidders*** and documented in the enclosed ***Supplementary General Conditions to CCDC-2 2008***.

1.7.3. The bidder acknowledges and will comply with the terms and conditions of the ***Occupancy Requirements*** as outlined in the enclosed ***Supplementary General Conditions to CCDC 2 2008 Board Occupancy and Instruction to Bidders***.

1.7.4. The bidder acknowledges and will comply with all the terms and conditions of the ***Stipulated Price Contract, CCDC-2 2008*** and the amendments as outlined in the ***Supplementary General Conditions to CCDC-2 2008***. The bidder further agrees that *The Schedule of Values* shall provide for the establishment of a **RESERVE FUND** which shall be in addition to any required construction lien holdback, and accrued funds shall be subject to claims by the Board.



-
- 1.7.5. The bidder agrees and acknowledges the Bid Submission Deadline Time(s) as set forth in Document 00100 - **Instructions to Bidders**. The bidder agrees to provide, as required, all submissions, in the bidding system.
- 1.7.6. The bidder has included an *Agreement to Bond*, from an approved Bonding Company stating that the Bonding Company will provide a *Performance Bond and Labour and Material Payment Bonds*, as specified in the **Instructions to Bidders**.

1.8. UNDERTAKING

- 1.8.1. The bidder solemnly undertakes, as an integral part of the bidder's bid and Bid Submission to:
- 1.8.1.1. Achieve Occupancy approval of all Authorities Having Jurisdiction, in accordance with *Building Code Act, 1992*, S.O. 1992, c. 23, by **3, December, 2021**.
 - 1.8.1.2. Achieve Substantial Performance in accordance with the *Construction Act*, R.S.O. 1990, c. C.30, and OAA/OGCA Document 100, by **3, December, 2021**;
 - 1.8.1.3. Achieve total completion of the Project by **22, December, 2021**;
- 1.8.2. The bidder confirms that all appropriate costs, such as but not limited to winter heat, frost breaking, inclement weather protection, and all overtime costs for all trades to meet the aforementioned schedule, have been included in the Bid Price to achieve these dates.

1.9. COMMENCEMENT OF WORK

- 1.9.1. The bidder, if notified of the acceptance of this Bid Submission, via a *Letter of Intent/Purchase Order* issued by the Board, will sign, seal and deliver the Contract Documents and will proceed with construction of the Work within two (2) weeks of receiving instructions to commence Work.

1.10. DECLARATION OF NO-CONFLICT

- 1.10.1 "The *Contractor* represents and warrants that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work* that the Contractor's Tender submission was made in good faith and without any connection, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Tender for the same work and is, in all respects, fair and without collusion with any other bidder for this Contract, and without fraud. The bidder also represents and warrants that, to the best of the bidders knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of the Tender or performance of the Contract other than those disclosed hereunder. The bidder confirms that, where the Board discovers that the bidder has failed to disclose all actual or potential conflicts of interest, the Board may disqualify the bidder or terminate any Contract awarded to the bidder pursuant to this Tender process. The bidder



understands that, for the purposes hereof, "conflict of interest" also includes:

- .1 in relation to the Tender process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give the bidder an unfair advantage, including:
 - .1 having or having access to information in the preparation of the bidder proposal that is confidential to the Board and not available to other bidders;
 - .2 communicating with any person with a view to influencing preferred treatment in the Tender process; or,
 - .3 engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or,
- .2 in relation to the performance of its contractual obligations in a Board contract, the bidders other commitments, relationships or financial interests:
 - .1 could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Board's independent judgment; or
 - .2 could be perceived to compromise, impair or be incompatible with the effective performance of the undersigned's contractual obligations."

1.11. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 1.11.1. The Contractor agrees that in tendering for the work, and in entering into a Contract with the Owner for this performance of the work that the Contractor's Tender and supporting documentation shall become the property of the Board. Information in a Tender is subject to potential disclosure to third parties after the award, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 ("MFOIPOP").
- 1.11.2. The bidder acknowledges that any personal or confidential information which the Bidders provide is being collected and will be used exclusively for the purposes of analyzing, evaluating and assessing the Bid Submission.
- 1.11.3. Any information a Bidder wishes to identify as propriety and have maintained as confidential, excluding unit pricing information as well as the total dollar value of the Bid Submission, must be clearly identified as such, and any proposed restrictions on disclosures specified.
- 1.11.4. For the purposes of a report to the Trustees of the Board, pricing information as well as the total dollar value of the Bid Submission may be reported in a public report and will not be considered confidential.
- 1.11.5. In addition, the Board may be ordered by the Information and Privacy Commissioner under the provisions of MFOIPOP to disclose additional information identified by a Bidder as proprietary and confidential.



1.12. SIGNING OF TENDER

The bidder is submitting this Bid Price Tender, name, and title of signing officer in the bidding system

I HAVE THE AUTHORITY TO BIND THE COMPANY

END OF FORM OF TENDER



Electrical Supplementary Bid Submission Form

1. ELECTRICAL SUPPLEMENTARY BID SUBMISSION FORM

1.1. NAME OF PROJECT: Catholic Education Center (CEC)
 BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project

1.2. SUBMISSION REQUIREMENT

NOTE THAT THIS *ELECTRICAL SUPPLEMENTARY BID SUBMISSION FORM* IS TO BE SUBMITTED IN ITS ENTIRETY BY THE PREQUALIFIED ELECTRICAL BIDDERS DIRECTLY TO ANY OR ALL OF THE PREQUALIFIED GENERAL CONTRACT BIDDERS.

THIS ELECTRICAL SUPPLEMENTARY BID SUBMISSION FORM IS TO BE INCLUDED WITH THE *SUPPLEMENTARY INFORMATION FORM* SUBMITTED BY **THE TWO (2) LOW GENERAL CONTRACT BIDDERS**,

NO LATER THAN TWENTY-FOUR (24) HOURS AFTER THE TIME OF TENDER CLOSING.

ELECTRONIC OR HAND DELIVERED.

1.3. PRINT ELECTRICAL CONTRACT BIDDER'S NAME, PHONE, FAX & E-MAIL

Name: _____

Phone Number: _____ Fax Number: _____

E-Mail Address _____

1.4. LIST OF SUB-CONTRACTORS

- 1.4.1. The Undersigned, proposes to have the following Sub-Contractors to the Electrical Building Services perform the Work on this project, which are an integral part of this Bid.
- 1.4.2. The Undersigned has investigated their reliability, bonding abilities where required, and competence to carry out the Work as specified. The Undersigned agrees that no changes to this list will be made without the express written approval of the Consultants and the Board.
- 1.4.3. The Undersigned confirms that the division of Work among all the subcontractors and suppliers/installers is the Undersigned's responsibility and covenants that neither the Consultants, nor the Board, will be requested to act as an arbiter to establish sub-contract limits between Sections or Division of Work.



Electrical Supplementary Bid Submission Form

1.5. SECTION RESERVED

1.6. SECTION RESERVED

1.7. LABOUR RATES

1.7.1. The Undersigned encloses herein the Labour Rates which are an integral part of the Undersigned's Bid. The Undersigned confirms that the Labour Rates shall be in effect for the duration of the Project Work. The Undersigned further stipulates that the Board is not obliged to accept any Labour Rates indicated.

1.7.2. The Undersigned warrants that the cost of labour at the following rates shall be applied for additions or deletions to the work not covered by Unit Prices. The Undersigned acknowledges that the Labour Rates quoted below represent the net cost *exclusive of overhead and profit* but *including* salary, and all agreed upon local union benefits, etc. (Refer to allowable percentages on "Overhead and Profit" in Supplementary General Conditions to CCDC 2, - 2008.)

Journey Person \$ _____ Per Hour

Foreperson \$ _____ Per Hour

1.8. SECTION RESERVED

1.9. SECTION RESERVED

1.10. SIGNATURE OF THE ELECTRICAL CONTRACT BIDDER

The Undersigned is submitting this *Electrical Supplementary Bid Submission Form* by duly signing same below and in accordance with the *Instructions to Bidders*.

NAME OF BIDDER _____

PRINT NAME OF SIGNING OFFICER _____

PRINT TITLE OF SIGNING OFFICER _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER _____

I HAVE THE AUTHORITY TO BIND THE BIDDER

DATED AT _____ THIS _____ DAY OF _____ 20

END OF ELECTRICAL SUPPLEMENTARY BID SUBMISSION FORM



1. MECHANICAL SUPPLEMENTARY BID SUBMISSION FORM

1.1. NAME OF PROJECT: Catholic Education Center
BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project

1.1. SUBMISSION REQUIREMENT

NOTE THAT THIS *MECHANICAL SUPPLEMENTARY BID SUBMISSION FORM* IS TO BE SUBMITTED IN ITS ENTIRETY BY THE PREQUALIFIED MECHANICAL BIDDERS DIRECTLY TO ANY OR ALL OF THE PREQUALIFIED GENERAL CONTRACT BIDDERS.

THIS MECHANICAL SUPPLEMENTARY BID SUBMISSION FORM IS TO BE INCLUDED WITH THE *SUPPLEMENTARY INFORMATION FORM* SUBMITTED BY **THE TWO (2) LOW GENERAL CONTRACT BIDDERS**,

NO LATER THAN TWENTY-FOUR 24 HOURS AFTER THE TIME OF TENDER CLOSING.

ELECTRONIC OR HAND DELIVERED.

1.2. PRINT MECHANICAL CONTRACT BIDDER'S NAME, PHONE, FAX & E-MAIL

Name: _____

Phone Number: _____ Fax Number: _____

E-Mail Address _____

1.3. LIST OF SUB-CONTRACTORS

1.3.1. The Undersigned, proposes to have the following Sub-Contractors to the Mechanical Building Services perform the Work on this project, which are an integral part of this Bid.

1.3.2. The Undersigned has investigated their reliability, bonding abilities where required, and competence to carry out the Work as specified. The Undersigned agrees that no changes to this list will be made without the express written approval of the Consultants and the Board.

1.3.3. The Undersigned confirms that the division of Work among all the subcontractors and suppliers/installers is the Undersigned's responsibility and covenants that neither the Consultants, nor the Board, will be requested to act as an arbiter to establish sub-contract limits between Sections or Division of Work.



Section of Work:

Piping (HVAC) Name: _____

Sheet Metal Name: _____

Insulation Name: _____

Plumbing and Drainage Name: _____

Building Management System Name: _____

1.4. LIST OF MANUFACTURERS AND SUPPLIERS

1.4.1. The Undersigned acknowledges that the Undersigned’s Bid Price is based on the completed *List of Manufacturers/Suppliers* below.

1.4.1.1. The Undersigned agrees that if no name is circled, in the “Acceptable Alternate” Column, the name identified in the column entitled BASIS OF SUBMISSION shall be used.

1.4.1.2. Where more than one name is indicated in the ACCEPTABLE ALTERNATE column, and the Undersigned elects NOT to base the Bid on the BASIS OF SUBMISSION, the Undersigned has **CIRCLED** the one on which the Bid Price is based.

1.4.1.3. The Undersigned agrees that the Board reserves the right to accept or reject any of the proposed alternates listed in the “Acceptable Alternate” Column.

1.4.1.4. By circling a manufacturer/supplier from the “Acceptable Alternate” Column, the Undersigned assumes full responsibility for ensuring that all space, weight, connections, power and wiring requirements etc. are considered. The Undersigned understands that all costs incurred for additional components, changes to service, structural and space requirements, layouts and plans, etc. are included in the Undersigned’s Bid.

MECHANICAL EQUIPMENT LIST

EQUIPMENT	BASIS OF SUBMISSION	ACCEPTABLE EQUALS
1. VAV Boxes	E.H. Price	Titus & Nailor
1. Hot Water Reheat coils	E. H. Price	Trane & Mcquay
2. BAS	Setpoint Automation only	
3. Exhaust Fans	Cook	Greenheck & Carnes



1.5. SECTION RESERVED

1.6. LABOUR RATES

1.6.1. The Undersigned encloses herein the Labour Rates which are an integral part of the Undersigned's Bid. The Undersigned confirms that the Labour Rates shall be in effect for the duration of the Project Work. The Undersigned further stipulates that the Board is not obliged to accept any Labour Rates indicated.

1.6.2. The Undersigned warrants that the cost of labour at the following rates shall be applied for additions or deletions to the work not covered by Unit Prices. The Undersigned acknowledges that the Labour Rates quoted below represent the net cost *exclusive of overhead and profit* but *including* salary, and all agreed upon local union benefits, etc. (Refer to allowable percentages on "Overhead and Profit" in Supplementary General Conditions to CCD 2, - 2008.)

Plumbing & Drainage Trade Person	\$ _____	Per Hour
HVAC Piping Trade Person	\$ _____	Per Hour
Insulation Trade Person	\$ _____	Per Hour
Sheet Metal Trade Person (Shop)	\$ _____	Per Hour
(Field)	\$ _____	Per Hour
BAS Technician	\$ _____	Per Hour

1.7. SECTION RESERVED

1.8. SECTION RESERVED



1.9. SIGNATURE OF THE MECHANICAL CONTRACT BIDDER

The Undersigned is submitting this *Mechanical Supplementary Bid Submission Form* by duly signing same below and in accordance with the *Instructions to Bidders*.

NAME OF BIDDER _____

PRINT NAME OF SIGNING OFFICER _____

PRINT TITLE OF SIGNING OFFICER _____

SIGNATURE OF AUTHORIZED SIGNING OFFICER _____

I HAVE THE AUTHORITY TO BIND THE BIDDER

DATED AT _____ THIS _____ DAY OF _____ 20

END OF MECHANICAL SUPPLEMENTARY BID SUBMISSION FORM



SUPPLEMENTARY GENERAL CONDITIONS- 00400

to CCDC 2, 2008 Stipulated Price Contract for Catholic Education Center - BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project

SC1 GENERAL

- 1.0 Where a General Condition or paragraph of the General Conditions of the *Contract* is deleted by the Supplementary General Conditions, the numbering of the remaining General Conditions or paragraph shall remain unchanged, unless stated otherwise herein, and the numbering of the deleted item will be retained, unused.
- 1.1 The General Conditions for Canadian Standard Construction Document, CCDC No. 2, 2008 edition for the construction of the **Catholic Education Center - BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project, in Mississauga, Ontario** are hereby amended, including Articles A-1 through A-8, the Definitions and the General Conditions GC 1.1 to GC 12.3 inclusive. These Supplementary General Conditions supersede, replace or amend the *Contract Document* clauses, as noted in each item. Supplementary General Conditions are indicated in this Document 00810 as "SC 1" (for Supplementary Condition No. 1), "SC 2", etc. General Conditions stated in the *Contract Document* are referred to in this Document 00810 as "GC 1.1" (for General Condition No. 1.1 of CCDC No. 2, 2008), "GC 2.1", etc.
- 1.2 Throughout the Contract Documents references to the "General Conditions of the Contract" or "General Conditions" shall include the Supplementary General Conditions listed in this Document 00810.
- 1.3 These Supplementary General Conditions shall apply to all Work.
- 1.4 Where any article, paragraph or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto.
- 1.5 Where any article, paragraph, or sub-paragraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or sub-paragraph not so amended, voided or superseded shall remain in effect.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC2 ARTICLE A-3 – CONTRACT DOCUMENTS

- SC 2.1 Add the following to the list of *Contract Documents* in paragraph 3.1:
- Supplementary General Conditions to CCDC 2 – 2008 (this Document)
 - *Drawings and Specifications*
 - Bid Documents, including Instructions to Bidders, Form of Tender, and Tender addenda, if applicable
 - Performance Bond
 - Labour and Material Payment Bond"

SC3 ARTICLE A-5 PAYMENT

- SC 3.1 Amend the first sentence of paragraph 5.1, to read:
- "5.1 Subject to the provisions of the *Contract Documents* and in accordance with legislation and statutory regulations respecting holdback percentages and, where

such legislation does not exist or apply, subject to a lien holdback of Ten percent (10%).

SC 3.2 Delete paragraph 5.3.1 in its entirety and replace it with the following:

“5.3 Interest

.1 Should either party fail to make payments as they become due under the terms of the *Contract* or in an award by arbitration or court, interest shall also become due and payable on such unpaid amounts at 2% above the prime rate. Such interest shall be compounded on a monthly basis. The prime rate shall be the rate of interest quoted by the Bank of Canada for prime business loans, as it may change from time to time.”

SC4 A ARTICLE A-9 CONFLICT OF INTEREST

SC 4.1 Add new Article A-9 – CONFLICT OF INTEREST as follows:

“ARTICLE A-9 CONFLICT OF INTEREST

9.1 The *Contractor*, all of the *Subcontractors* and *Suppliers* and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest, as described in this Article A-9, includes, but is not limited to, the use of *Confidential Information* where the *Owner* has not specifically authorized such use.

9.2 The *Contractor* shall disclose to the *Owner*, in writing, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.

9.3 The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the *Owner* where to do so constitutes a breach by such employee or previous employee of the *Owner's* conflict of interest policy, as it may be amended from time to time, until after completion of the *Work* under the *Contract*.

9.4 It is of the essence of the *Contract* that the *Owner* shall not have direct or indirect liability to any *Subcontractor* or *Supplier*, and that the *Owner* relies on the maintenance of an arm's-length relationship between the *Contractor* and its *Subcontractors* and *Suppliers*. Consistent with this fundamental term of the *Contract*, the *Contractor* will not enter into any agreement or understanding with any *Subcontractor* or *Supplier*, whether as part of any contract or any written or oral collateral agreement, pursuant to which the parties thereto agree to cooperate in the presentation of a claim for payment against the *Owner*, directly or through the *Contractor*, where such claim is, in whole or in part, in respect of a disputed claim by the *Subcontractor* or *Supplier* against the *Contractor*, where the payment to the *Subcontractor* or *Supplier* by the *Contractor* is agreed to be conditional or contingent on the ability to recover those amounts or a portion thereof from the *Owner*, failing which the *Contractor* shall be saved harmless from all or a portion of



those claims. The *Contractor* acknowledges that any such agreement would undermine the required arm's-length relationship and constitute a conflict of interest. For greater certainty, the *Contractor* shall only be entitled to advance claims against the *Owner* for amounts pertaining to *Subcontractor* or *Supplier* claims where the *Contractor* has actually paid or unconditionally acknowledged liability for those claims or where those claims are the subject of litigation or binding arbitration between the *Subcontractor* or *Supplier* and the *Contractor* has been found liable for those claims.

- 9.5 Notwithstanding paragraph 7.1.2 of GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK, SUSPEND THE WORK OR TERMINATE THE CONTRACT, a breach of this Article by the *Contractor*, any of the *Subcontractors*, or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the *Owner* to terminate the *Contract*, in addition to any other rights and remedies that the *Owner* has in the *Contract*, in law, or in equity."

SC5 ARTICLE A-10 CONSTRUCTION SAFETY

- SC5.1 Add new Article A-10 – CONSTRUCTION SAFETY as follows:

"ARTICLE A-10 CONSTRUCTION SAFETY

- 10.1 The *Contractor* represents and warrants that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work* that the *Contractor* will comply with all applicable statutory obligations, including without limitation, the obligations imposed by the Occupational Health and Safety Act (Ontario) and all Regulations thereto, and all amending and successor legislation, including without limitation, Bill 208 (the "Act"), in connection with all *Work* performed by either the *Contractor*, *Subcontractors*, or any other contractor on, or in connection with the *Project*."
- 10.2 The *Contractor* further declares and agrees that if awarded the *Contract*, the undersigned shall abide by all of the items identified under Construction Safety in the General Instructions of the *Contract Documents* and, for the purposes of the *Project*, the undersigned specifically agrees to be the "constructor" of the *Project* within the meaning of the Act, and as such, shall assume all the obligations and responsibilities, and observe all construction safety requirements and procedures and duties of inspection imposed by the Act on the "constructor", as defined in the General Instructions of the *Contract Documents*, for all work and services performed by the undersigned, the *Subcontractors* or other contractors on or in connection with the *Project*."

SC6 ARTICLE A-11 DECLARATION OF NO CONFLICT

- SC6.1 Add new Article A-11 DECLARATION OF NO CONFLICT as follows:

"ARTICLE A-11 DECLARATION OF NO CONFLICT

- 11.1 "The *Contractor* represents and warrants that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work* that the *Contractor's* Tender submission was made in good faith and without any

connection, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Tender for the same *Work* and is, in all respects, fair and without collusion with any other bidder for this *Contract*, and without fraud. The undersigned also represents and warrants that, to the best of the undersigned's knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of the Tender or performance of the *Contract* other than those disclosed hereunder. The undersigned confirms that, where the *Board* discovers that the undersigned has failed to disclose all actual or potential conflicts of interest, the *Board* may disqualify the undersigned or terminate any *Contract* awarded to the undersigned pursuant to this Tender process. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes:

- .1 in relation to the Tender process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including:
 - .1 having or having access to information in the preparation of the undersigned's proposal that is confidential to the *Board* and not available to other bidders;
- .2 communicating with any person with a view to influencing preferred treatment in the Tender process; or,
- .3 engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair, or;
- .4 in relation to the performance of its contractual obligations in a *Board* contract, the undersigned's other commitments, relationships or financial interests:
 - .1 could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the *Board's* independent judgment, or;
- .5 could or could be perceived to compromise, impair or be incompatible with the effective performance of the undersigned's contractual obligations."

SC7 DEFINITIONS

SC 7.1 Amend Definition 4 (*Consultant*) by adding the following to the end of the Definition:

"For the purposes of the *Contract*, the terms "*Consultant*", "*Architect*" and "*Engineer*" shall be considered synonymous."

SC 7.2 Amend Definition 6 (Contract Documents) by adding "in writing" to the end of the Definition.

SC 7.3 Amend Definition 12 (*Owner*) by adding the following to the end of the Definition:

"The words "*Owner*" and "*Board*" shall be considered synonymous."

SC 7.4 Delete Definition 16 (Provide) in its entirety and replace with the following:

"*Provide*, when used in conjunction with *Products*, means to supply, *install* and put into service. *Provide* has this meaning whether or not the first letter is capitalized."



SC 7.4 Add the following **new** definitions 27 through 34:

27. Confidential Information

Confidential Information means all the information or material of the *Owner* that is of a proprietary or confidential nature, whether it is identified as proprietary or confidential or not, including but not limited to information and material of every kind and description (such as drawings and move-lists) which is communicated to or comes into the possession or control of the *Contractor* at any time, but *Confidential Information* shall not include information that:

- .1 is or becomes generally available to the public without fault or breach on the part of the *Contractor*, including without limitation breach of any duty of confidentiality owed by the *Contractor* to the *Owner* or to any third party, but only after that information becomes generally available to the public;
- .2 the *Contractor* can demonstrate to have been rightfully obtained by the *Contractor* from a third party who had the right to transfer or disclose it to the *Contractor* free of any obligation of confidence;
- .3 the *Contractor* can demonstrate to have been rightfully known to or in the possession of the *Contractor* at the time of disclosure, free of any obligation of confidence; or
- .4 Is independently developed by the *Contractor* without use of any *Confidential Information*.

28. Construction Schedule

Construction Schedule means the schedule for the performance of the *Work* provided by the *Contractor* pursuant to GC 3.5, including any amendments to the *Construction Schedule* made pursuant to the *Contract Documents*.

29. Force Majeure

Force Majeure means any cause, beyond the *Contractor's* control, other than a lack of funds, which prevents the performance by the *Contractor* of any of its obligations under the *Contract* and the event of *Force Majeure* was not caused by the *Contractor's* default or active commission or omission and could not be avoided or mitigated by the exercise of reasonable effort or foresight by the *Contractor*. *Force Majeure* includes *Labour Disputes*, fire, unusual delay by common carriers or unavoidable casualties, civil disturbance, acts, orders, legislation, regulations or directives of any government or other public authority, acts of a public enemy, war, riot, sabotage, blockage, embargo, lightning, earthquake, or acts of God.

30. Install

Install means install and connect. *Install* has this meaning whether or not the first letter is capitalized.

31. Labour Dispute

Labour Dispute means any lawful or unlawful labour problems, work stoppage, labour disruption, strike, job action, slow down, lock-outs, picketing, refusal to work or continue to work, refusal to supply materials, cessation of work or other labour controversy which does, or might, affect the *Work*.

32. Overhead

Overhead means all site and head office operations and facilities, all site and head office administration and supervision; all duties and taxes for permits and licenses required by the authorities having jurisdiction at the *Place of the Work*; all requirements of Division 1, including but not limited to *Submittals*, warranty, quality control, insurance and bonding; calculations, testing and inspections; meals and accommodations; and, tools, expendables and clean-up costs.

33. Request for Information (RFI)

Request for Information or *RFI* means written documentation sent by the *Contractor* to the *Owner* or to the *Owner's* representative or the *Consultant* requesting written clarification(s) and/or interpretation(s) of the *Drawings* and/or *Specifications*, *Contract* requirements and/or other pertinent information required to complete the *Work* of the *Contract* without applying for a change or changes to the *Work*.

34. Submittals

Submittals are documents or items required by the *Contract Documents* to be provided by the *Contractor*, such as:

- *Shop Drawings*, samples, models, mock-ups to indicate details or characteristics, before the portion of the *Work* that they represent can be incorporated into the *Work*; and
- As-built drawings and manuals to provide instructions to the operation and maintenance of the *Work*.

SC8 G C 1.1 CONTRACT DOCUMENTS

SC8.1 Add the following sub-paragraphs to the end of paragraph 1.1.6:

- “.1 The *Specifications* are divided into divisions and sections for convenience but shall be read as a whole and neither such division nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Owner* or the *Consultant* to settle disputes among the *Subcontractors* and *Suppliers* with respect to such divisions.
- .2 The *Drawings* are divided into groups, types and sets for convenience but shall be read as a whole and neither such grouping, nor separation of information from *Drawing* to *Drawing* nor anything else contained in the *Contract Documents* will be construed to place responsibility on the *Owner* or the *Consultant* to divide or control the *Work*, nor to settle disputes among the *Subcontractors* and *Suppliers* with respect to such divisions.
- .3 The *Drawings* are, in part, diagrammatic and are intended to convey the scope of the *Work* and indicate general and appropriate locations, arrangements and sizes of fixtures, equipment and outlets. The *Contractor* shall obtain more accurate information about the locations, arrangements and sizes from study and coordination of the *Drawings*, including *Shop Drawings*, and shall become familiar with conditions and spaces affecting those matters before proceeding with the *Work*.
- .4 Where site conditions require reasonable minor changes in indicated locations and arrangements, the *Contractor* shall make such changes at no additional cost to the *Owner*. Similarly, where known conditions or existing conditions interfere with new



installation and require relocation, the *Contractor* shall include such relocation in the *Work*.

- .5 The *Contractor* shall arrange and *install* fixtures and equipment in such a way as to conserve as much headroom and space as possible.
- .6 The Schedules are those portions of the *Contract Documents*, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables, charts and/or lists.”

SC8.2 Add new paragraphs 1.1.7.5, 1.1.7.6, 1.1.7.7, 1.1.7.8 and 1.1.7.9 as follows:

- “1.1.7.5 Noted materials and annotations on the *Drawings* shall govern over the graphic representation of the *Drawings*.
- 1.1.7.6 Finishes in the Room Finish Schedules shall govern over those shown on the *Drawings*.
- 1.1.7.7 I Items, Procedures and Requirements as specified in the Sections of Division 01 – General Requirements of the *Specifications* shall form part of and be read in conjunction with the technical specification Sections found elsewhere in the (overall) *Specifications*.
- 1.1.7.8 Architectural *Drawings* shall have precedence over structural, plumbing, mechanical, electrical and landscape *Drawings* insofar as outlining, determining and interpreting conflicts over the required design intent of all architectural layouts and architectural elements of construction, it being understood that the integrity and installation of the systems designed by the *Consultant* or its sub-*Consultants* are to remain with each of the applicable *Drawing* disciplines.
- 1.1.7.9 Should reference standards and *Specifications* conflict with each other or if certain requirements of the *Specifications* conflict with other requirements of the *Specifications*, the more stringent requirements shall govern.”

SC9 GC 1.4 ASSIGNMENT

SC9.1 Delete paragraph 1.4.1 in its entirety and replace with the following:

- “1.4.1 The *Contractor* shall not assign the *Contract* or any portion thereof, without the prior written consent of the *Owner*, which consent may be unreasonably withheld. The *Owner* shall be entitled to assign the *Contract* to a corporation, partnership or other entity (the “Assignee”). Upon the assumption by the Assignee of the *Owner’s* obligations under the *Contract*, the *Owner* shall be released from its obligations under the *Contract*“.

SC10 GC 1.5 EXAMINATION OF DOCUMENTS AND SITE

SC10.1 add new GC 1.5 EXAMINATION OF DOCUMENTS AND SITE as follows:

“GC1.5 EXAMINATION OF DOCUMENTS AND SITE

- 1.5.1 The *Contractor* declares and represents that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work*, it has

either investigated for itself the character of the *Work* to be done and all local conditions, including the location of any utility which can be determined from the records or other information available at the offices of any person, partnership, corporation, including a municipal corporation and any *Board* or commission thereof having jurisdiction or control over the utility that might affect its tender or its acceptance of the *Work*, or that, not having so investigated, the *Contractor* has assumed and does hereby assume all risk of conditions now existing or arising in the course of the *Work* which might or could make the *Work*, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the *Contract* signed.

- 1.5.2 “The *Contractor* also declares that in tendering for the *Work* and in entering into this *Contract*, the *Contractor* did not and does not rely upon information furnished by the *Owner* or any of its agents or servants respecting the nature or confirmation of the ground at the site of the *Work*, or the location, character, quality or quantity of the materials to be removed or to be employed in the construction of *Work*, or the character of the construction machinery and equipment or facilities needed to perform the *Work*, or the general and local performance of the *Work* under the *Contract* and expressly waives and releases the *Owner* from all claims with respect to the said information with respect to the *Work*.”

SC11 GC 2.2 ROLE OF THE CONSULTANT

- SC11.1 In paragraph 2.2.7, delete the words “Except with respect to GC 5.1 – FINANCING INFORMATION REQUIRED OF THE OWNER”.

- SC11.2 Amend paragraph 2.2.13 by adding the following to the end of that paragraph:

“If, in the opinion of the *Contractor*, the *Supplemental Instruction* involves an adjustment in the *Contract Price* or in the *Contract Time*, it shall, within ten (10) *Working Days* of receipt of a *Supplemental Instruction*, provide the *Consultant* with a notice in writing to that effect. Failure to provide written notification within the time stipulated in this paragraph 2.2.13 shall be deemed an acceptance of the *Supplemental Instruction* by the *Contractor*, without any adjustment in the *Contract Price* or *Contract Time*.”

- SC11.3 Add new paragraph 2.2.19 as follows:

“The *Consultant* or the *Owner*, acting reasonably, may from time to time require the *Contractor* to remove from the *Project* any personnel of the *Contractor*, including project managers, superintendents or *Subcontractors*. Such persons shall be replaced by the *Contractor* in a timely fashion to the satisfaction of the *Consultant* and the *Owner*, at no cost to the *Owner*.”

SC12 GC 2.3 REVIEW AND INSPECTION OF THE WORK

- SC12.1 Amend paragraph 2.3.2 by adding the words “and *Owner*” after the words “*Consultant*” in the second and third lines.

- SC12.2 In the first and second lines of paragraph 2.3.4. insert the word “review” after the word “inspections”.

- SC12.3 Paragraph 2.3.5: In the first line after “*Consultant*”, add “or the *Owner*”.



SC12.4 Add a new paragraph 2.3.8 as follows:

“2.3.8 The *Owner* shall have access to the *Work* at all times. The *Contractor* shall provide sufficient, safe, and proper facilities at all time for the review of the *Work* by the *Owner* and the inspection of the *Work* by authorized agencies.”

SC13 GC 2.4 DEFECTIVE WORK

SC13.1 Amend GC 2.4.1 by inserting “or the *Owner*” in the first sentence following “rejected by the *Consultant*”.

SC13.2 Add new paragraphs 2.4.1.1 and 2.4.1.2 as follows:

“2.4.1.1 The *Contractor* shall rectify, in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies discovered throughout the *Work*, whether or not they are specifically identified by the *Consultant*.

2.4.1.2 The *Contractor* shall prioritize the correction of any defective work, which, in the sole discretion of the *Owner*, adversely affects the day to day operations of the *Owner* or which, in the sole discretion of the *Consultant*, adversely affects the progress of the *Work*.”

SC13.3 Add new paragraph 2.4.4 as follows:

“2.4.4 Neither acceptance of the *Work* by the *Consultant* or the *Owner*, nor any failure by the *Consultant* or the *Owner* to identify, observe or warn of defective *Work* or any deficiency in the *Work* shall relieve the *Contractor* from the *Contractor*’s responsibility for rectifying such defects or deficiencies at the *Contractor*’s sole cost.”

SC14 GC 3.1 CONTROL OF THE WORK

SC14.1 Add a new paragraph 3.1.3 as follows:

“3.1.3 Prior to or concurrent with individual procurement, fabrication and construction activities, the *Contractor* shall verify at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or exact locations are not apparent, and the *Contractor* requires additional information in order to proceed with *Work*, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with the affected *Work*.”

SC15 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC15.1 Delete paragraphs 3.2.2.1, 3.2.2.2 and 3.2.2.4 in their entirety.

SC15.2 Add new paragraph 3.2.3.4 as follows:

“3.2.3.4 Subject to GC 9.4 CONSTRUCTION SAFETY, for the *Owner*’s own forces and for other contractors, assume overall responsibility for compliance with all

aspects of the applicable health and safety legislation in force at the *Place of the Work*, including all of the responsibilities of the “Constructor”, pursuant to the Occupational Health and Safety Act (Ontario).”

SC16 GC 3.5 CONSTRUCTION SCHEDULE

SC16.1 Delete paragraph 3.5.1 in its entirety and replace with the following:

“3.5.1 The *Contractor* shall:

- .1 Within five (5) calendar days of receiving written confirmation of the award of the *Contract*, prepare and submit to the *Owner* and the *Consultant* for their review and acceptance, a construction schedule in the format indicated below that indicates the timing of the activities of the *Work* and provides sufficient detail of the critical events and their inter-relationship to demonstrate the *Work* will be performed in conformity with the *Contract Time* and in accordance with the *Contract Documents*.
- .2 Such schedule is to include a delivery schedule for *Products* whose delivery is critical to the schedule for the *Work* or are required by the *Contract* to be included in a *Products* delivery schedule; and,
- .3 The *Contractor* shall provide the schedule and any successor or revised schedules in both electronic format and hard copy; and,
- .4 Once accepted by the *Owner* and the *Consultant*, the construction schedule submitted by the *Contractor* shall become the baseline construction schedule.
- .5 Monitor the progress of the *Work* and report to the *Consultant* and *Owner* in writing on a weekly basis relative to the baseline construction schedule, or any revised schedule previously accepted by the *Owner*. Report on any variation from the baseline or slippage in the schedule.
- .6 Update and submit to the *Consultant* and *Owner* the electronic and hard copy schedule on a monthly basis, at a minimum, or as required by the *Consultant*.”

SC16.2 Add new paragraphs 3.5.2 and 3.5.3 as follows:

“3.5.2 If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall, either at the request of the *Owner* or the *Consultant*, or following giving notice pursuant to subparagraph 3.5.1.3, take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay. Within five (5) calendar days of the request by the *Owner* or the *Consultant* or the notice being given pursuant to subparagraph 3.5.1.3, the *Contractor* shall produce and present to the *Owner* and the *Consultant* a plan demonstrating how the *Contractor* will achieve the recovery of the last accepted schedule.



3.5.3 The *Contractor* is responsible for performing the *Work* within the *Contract Time*. Any schedule submissions revised from the accepted baseline construction schedule or revised schedule accepted by the *Owner* pursuant to GC 3.5 CONSTRUCTION SCHEDULE, during construction are not deemed to be approved extensions to the *Contract Time*. All extensions to the *Contract Time* must be made in accordance with the *Contract Documents*.”

SC17 GC 3.6 SUPERVISION

SC17.1 In paragraphs 3.6.1 and 3.6.2 replace the word “representative” with “superintendent”.

SC17.2 Add new paragraph 3.6.3, 3.6.4, 3.6.5 and 3.6.6 as follows:

“3.6.3 The superintendent for the *Project* shall be acceptable to the *Owner* and *Consultant*, and shall be in full time attendance at the *Place of Work* while the *Work* is being performed. The *Contractor* shall provide the *Owner* and the *Consultant* with the names, addresses and telephone numbers of the superintendent referred to in this paragraph 3.6.1 and other responsible persons who may be contacted for emergency and other reasons during non-working hours.

3.6.4 The superintendent shall not be changed by the *Contractor* without valid reason, which reason shall be provided in writing. The superintendent shall not be changed without prior consultation with and agreement by the *Owner* and the *Consultant*.

3.6.5 The *Contractor* shall replace the superintendent within 7 *Working Days* of the *Owner’s* written notification, if the superintendent’s performance is not acceptable to the *Owner*.

3.6.6 The superintendent must remain assigned to the *Project* and present at the *Place of the Work* from the start of the *Work*, through the lien period, and shall remain at the *Place of the Work* until all deficiencies are completed and accepted, unless otherwise authorized by the *Consultant* or the *Owner*.”

SC18 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

SC18.1 In paragraph 3.7.1.1 add to the end of the second line “including any warranties and service agreements which extend beyond the term of the *Contract*.”

SC18.2 In subparagraph 3.7.1.2 after the words “the *Contract Documents*” insert the words “including any required surety bonding”.

SC18.3 Add to the end of paragraph 3.7.2 the following sentences:

“Substitution of any *Subcontractor* and/or *Suppliers* after submission of the *Contractor’s* bid will not be accepted unless a valid reason is given in writing to and approved by the *Owner*, whose approval may be arbitrarily withheld. The reason for substitution must be provided to the *Owner* and to the original *Subcontractor* and/or *Supplier* and the *Subcontractor* and/or *Supplier* shall be given the opportunity to reply to the *Contractor* and *Owner*. The *Contractor* shall be fully aware of the capability of each *Subcontractor* and/or *Supplier* included in its bid, including but not limited to technical ability, financial stability and ability to maintain the proposed construction schedule.”

SC18.4 In paragraph 3.7.4, change the word “shall” to “may” in the second line.

SC18.5 Add new paragraphs 3.7.7 and 3.7.8 as follows:

“3.7.7 Where provided in the *Contract*, the *Owner* may assign to the *Contractor*, and the *Contractor* agrees to accept, any contract procured by the *Owner* for *Work* or services required on the *Project* that has been pre-tendered or pre-negotiated by the *Owner*.

3.7.8 The *Contractor* covenants that each subcontract or supply contract which the *Contractor* enters into for the purpose of performing the *Work* shall expressly provide for the assignment thereof to the *Owner* (at the option of the *Owner*) and the assumption by the *Owner* of the obligations of the *Contractor* thereunder, upon the termination of the *Contract* and upon written notice by the *Owner* to the other parties to such subcontracts or supply contracts, without the imposition of further terms or conditions; provided, however, that until the *Owner* has given such notice, nothing herein contained shall be deemed to create any contractual or other liability upon the *Owner* for the performance of obligations under such subcontracts or supply contracts.”

SC19 GC 3.8 LABOUR AND PRODUCTS

SC19.1 Add new paragraphs 3.8.4 and 3.8.5 as follows:

“3.8.4 All manufactured *Products* which are identified by their proprietary names or by part or catalogue number in the *Specifications* shall be used by the *Contractor*. No substitutes for such specified *Products* shall be used without the written approval of the *Owner* and the *Consultant*. Substitutes will only be considered by the *Consultant* when submitted in sufficient time to permit proper review and investigation. When requesting approval for the use of substitutes, the *Contractor* shall include in its submission any proposed change in the *Contract Price*. The *Contractor* shall use all proprietary *Products* in strict accordance with the manufacturer’s directions.

3.8.5 Materials, appliances, equipment and other *Products* are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In such cases, the name of a manufacturer, distributor, *Supplier* or dealer is sometimes given to assist the *Contractor* to find a source *Supplier*. This shall not relieve the *Contractor* from its responsibility from finding its own source of supply even if the source names no longer supplies the *Product* specified. If the *Contractor* is unable to obtain the specified *Product*, the *Contractor* shall supply a substitute product equivalent to or better than the specified *Product*, as approved by the *Consultant*, with no extra compensation. Should the *Contractor* be unable to obtain a substitute *Product* equivalent to or superior to the specified *Product* and the *Owner* accepts a different *Product*, the *Contract Price* shall be adjusted accordingly, as approved by the *Consultant*.”



SC20 GC 3.10 SHOP DRAWINGS

SC20.1 Add new paragraph 3.10.13 as follows:

“3.10.13 Reviewed *Shop Drawings*, including comments and/or instructions marked thereon, shall not authorize a change in the *Contract Price* and/or the *Contract Time*.”

SC21 GC 3.13 CLEAN UP

SC21.1 Add new paragraph 3.13.4 as follows:

“3.13.4 In the event that the *Contractor* fails to remove waste and debris as provided in this GC 3.13, then the *Owner* or the *Consultant* may give the *Contractor* twenty-four (24) hours written notice to meet its obligations respecting clean up. Should the *Contractor* fail to meet its obligations pursuant to this GC 3.13 within the twenty-four (24) hour period next following delivery of the notice, the *Owner* may remove such waste and debris and deduct from payments otherwise due to the *Contractor*, the *Owner’s* costs for such clean up, including a reasonable mark-up for administration costs.”

SC22 GC 3.14 BOARD OCCUPANCY

SC22.1 Add a new General Condition 3.14 – *BOARD OCCUPANCY* as follows:

“GC 3.14 *BOARD OCCUPANCY*

3.14.1 The *Board* and other contractors as assigned by the *Board* shall have the right to enter, use and occupy the *Place of the Work*, in whole or in part, and place fittings and equipment at or within the *Work* before completion of the *Contract*. The *Contractor* shall observe and protect the right of other contractors and persons authorized by the *Board* or *Consultant* to use the *Place of the Work*.

3.14.2 The *Contractor* shall provide free and safe access to the building should the *Board* require occupation prior to completion of the *Contract*. The *Contractor* shall not be entitled to an indemnity for any interference with the *Contractor’s* operations and any *Work* still to be performed by the *Contractor* shall be performed at times other than when the building is occupied. *Board* costs for *Board* staff required to be present during *Work* being carried out by the *Contractor* and/or by any of the *Subcontractors* on weekends and after hours shall be paid by the *Contractor*.

3.14.3 Such entry and occupancy by the *Board* shall not be considered as acceptance of the *Work* or relieve the *Contractor* of the *Contractor’s* responsibility to complete the *Project* in an acceptable manner, to an acceptable level of quality, within the agreed Construction Schedule.”

SC23 GC4.1 CASH ALLOWANCES

SC23.1 Delete and replace the last sentence in paragraph 4.1.4 with the following sentence:

“4.1.4 Multiple cash allowances, if more than one exists, may be combined for the purpose of calculating the foregoing.”

SC23.2 Delete and replace paragraph 4.1.5 with the following sentence:

“4.1.5 Where costs exceed the total amount of all Cash Allowances, the *Contract Price* shall be adjusted by Change Order. *Overhead* and Profit charges may only be charged to overruns on the sum total of the Cash Allowances. The maximum mark up on the authorized overrun on Cash Allowances shall be 5%.”

SC23.3 Add new paragraphs 4.1.8 and 4.1.9 as follows:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, which are to be paid for from cash allowances.”

4.1.9 Cash allowances cover the net cost to the *Contractor* of services, *Products*, Construction Equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing any *Work* stipulated under the cash allowances but does not include any *Value Added Taxes* payable by the *Owner* and the *Contractor*.”

SC24 GC 4.2 CONTINGENCY ALLOWANCE

SC24.1 Delete existing paragraph 4.2.1 and replace with the following:

“4.2.1 No contingency allowance is included in the *Contract*.”

SC24.2 Delete existing paragraphs 4.2.2, 4.2.3 and 4.2.4 in their entirety.

SC25 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

SC25.1 Delete GC 5.1, including paragraphs 5.1.1 and 5.1.2 in their entirety.

SC26 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

SC26.1 Delete and replace paragraph 5.2.3 with the following:

“5.2.3 The amount claimed shall be for the value, proportionate to the amount of the *Contract*, of *Work* performed and *Products* delivered and incorporated into the *Work* as of the last day of the payment period. No amount claimed shall include *Products* not incorporated into the *Work* (whether delivered to the *Place of the Work* or not) except when prior financial and/or security arrangements are made and agreed to by the *Contractor*, *Owner* and *Consultant*.”

SC26.2 Add the following additional sentence to the end of paragraph 5.2.7:

“Such *Products* not incorporated shall, prior to any such consideration for payment, be free and clear of all security interests, liens and other claims of third parties.”

SC26.3 Add new paragraph 5.2.8 as follows:

“5.2.8 Each application for payment, except the first, shall include a statutory declaration, in the CCDC 9A – 2001 form, up to the date of the application for payment, in a form approved by the *Consultant*. Each application for payment (including the first), shall also include:



- .1 A certificate, issued by an agency or firm providing workers' compensation insurance to the *Contractor*, verifying that coverage is in force at the time of making the application for payment, and that coverage will remain in force for at least sixty (60) days thereafter.
- .2 A declaration by the *Contractor*, in a form approved by the *Consultant*, verifying that the performance of the *Work* is in compliance with all applicable regulatory requirements respecting environmental protection, fire safety, public safety and occupational health and safety.
- .3 A pre-approved schedule of values, supplied by the *Contractor*, for Divisions 1 through 14 of the *Work*, aggregating the total amount of the *Contract Price*.
- .4 A separate pre-approved schedule of values, supplied by each *Subcontractor*, for each of Division 15 (Mechanical) and 16 (Electrical) of the *Work*, aggregating the total amount of the *Contract Price* for those divisions of *Work*.
- .5 Invoices to support all claims against the cash allowance.
- .6 An acceptable construction schedule pursuant to GC 3.5."

SC27 GC 5.3 PROGRESS PAYMENT

SC27.1 In the first sentence, after the words "after the receipt by the *Consultant*" add the word "complete".

SC27.2 Delete subparagraph 5.3.1.3 in its entirety and substitute as follows:

“.3 The *Owner* shall make payment to the *Contractor* on account as provided in Article A-5 of the Agreement – PAYMENT no later than 30 calendar days after the date of a complete certificate of payment is issued by the *Consultant*”

SC27.3 Add new paragraphs 5.3.4 and 5.3.5 as follows:

“5.3.4 RESERVED

5.3.5 In the event of construction lien action affecting the *Project*, the *Contractor* agrees to indemnify and compensate the *Owner* for any expenses incurred. The *Owner* reserves the right to secure the possible cost of construction liens by retaining from the amount of the next payment certificate a sum equal to the amount of any lien claim plus an additional amount of 25% of any such lien amount. Funds so retained and not so expended, shall be released to the *Contractor* upon the full discharge of all liens and dismissal of all actions against the *Owner*.”

SC28 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

SC28.1 Add new paragraphs 5.4.4, 5.4.5 and 5.4.6 as follows:

- “5.4.4 Following the issuance of a certificate of *Substantial Performance of the Work*, the *Consultant* will review the *Work* and prepare a list of deficiencies and incomplete *Work* items.
- .1 The *Consultant* will assign a monetary value to each item.
 - .2 Values assigned shall be those estimated to be required to have deficiencies corrected by an outside contractor, not currently engaged in the *Work* of the *Contract*.
 - .3 The total of such amounts will be withheld from payments form a portion of the Deficiency Holdback, conditions for which are listed in GC 5.10 – DEFICIENCY HOLDBACK.
 - .4 Re-review of deficiencies and incomplete *Work* items shall be in accordance with provisions and procedures as detailed in the *Specifications*, including payment and/or withholding of payment provisions and procedures.
- 5.4.5 Within the time prescribed by the construction/builder’s lien legislation in force at the *Place of the Work*, or where there is no legislation or no time prescribed, within a reasonable time of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall take whatever steps are required to publish or post a signed copy of the certificate, as is required by such legislation. If the *Contractor* fails to comply with this provision, the *Owner* may take the required steps pursuant to the legislation and charge the *Contractor* for any costs so incurred.
- 5.4.6 Following the issuance of the certificate of *Substantial Performance of the Work*, the following shall apply to completing the *Work*:
- .1 *Contractor* is to complete the *Work* within sixty (60) calendar days, or such shorter time period as is established under paragraph 5.4.3.
 - .2 No payments will be processed following *Substantial Performance of the Work* and prior to the *Work* being classified as *Total Performance*.
 - .3 The *Owner* reserves the right to contract out any or all unfinished *Work* if it has not been completed within sixty (60) days of *Substantial Completion of the Work* without prejudice to any other right or remedy and without affecting the warranty period. The cost of completing the *Work* shall be deducted from the *Contract Price*.

SC29 GC 5.5 PAYMENT OF HOLDBACK UPON SUBSTANTIAL PERFORMANCE OF THE WORK

SC29.1 Amend paragraph 5.5.2 by adding the following sentence to the end of that paragraph:

Paragraph 5.3.4, a Deficiency Holdback may also be retained by the *Owner* to secure the correction of deficiencies and/or warranty claims. Included in these amounts would be all *Consultant* and *Owner* costs related to the correction of deficiencies and/or warranty claims.”



SC29.2 Delete paragraphs 5.5.3 and 5.5.5 in their entirety.

SC29.3 Add new replacement subparagraph 5.5.3 as follows:

“5.5.3 Failure by the *Contractor* to publish the certificate of *Substantial Performance of the Work* places no onus on the *Consultant* or *Owner* to do so. If the Certificate is not published, the *Owner* shall release the holdback to the *Contractor* 45 days after the contract is deemed complete, again having satisfied themselves as above.”

SC30 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

SC30.1 Delete paragraphs 5.6.1, 5.6.2 and 5.6.3 in their entirety and replace with the following paragraph 5.6.1:

“5.6.1 No progressive release of holdback on separate sub-contracts will be made. After *Substantial Completion of the Work* and until deemed Totally Complete, no payments will be made on the *Contract*, with the exception of release of holdback.”

SC31 GC 5.7 FINAL PAYMENT

SC31.1 Add to the end of paragraph 5.7.2 the following:

“The *Work* shall be deemed not to be completed until all of the documents listed in the *Contract Documents* have been delivered and confirmed as being satisfactory. The *Owner* may withhold payment in respect of the delivery of any documents in an amount determined by the *Consultant* in accordance with the provisions of GC 5.8 - WITHHOLDING OF PAYMENT.”

SC31.2 Delete from the second line of paragraph 5.7.4 the words, “5 calendar days after the issuance” and substitute the words “30 calendar days after receipt of”.

SC32 GC 5.10 DEFICIENCY HOLDBACK

SC32.1 Add a new General Condition 5.10 – DEFICIENCY HOLDBACK as follows:

“GC 5.10 DEFICIENCY HOLDBACK

5.10.1 Notwithstanding any provisions contained in the *Contract Documents* concerning certification and release of monies to the *Contractor*, the *Owner* reserves the right to establish a Deficiency Holdback, at the time of the review for *Substantial Performance of the Work*.

5.10.2 Amount of the Deficiency Holdback shall be based upon one or more of the following:

- .1 The total of the values assigned to Deficiency List items, as described in GC 5.4, Item 5.4.4.1;
- .2 A premium to be determined, based upon individual *Project* completion circumstances present at the time of the deficiency review, up to a total of 100% of the dollar value of the deficiencies listed by the *Consultant*.

- 5.10.3 The *Owner* shall retain the entire Deficiency Holdback amount until completion of all of the deficiencies listed by the *Consultant* to the satisfaction of the *Consultant* and *Owner*.”

SC33 GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

SC33.1 Add new paragraphs 6.1.3 and 6.1.4 as follows:

- “6.1.3 The *Contractor* agrees that changes resulting from construction coordination, including but not limited to, site surface conditions, site coordination, and *Subcontractor* and *Supplier* coordination are included in the *Contract Price* and the *Contractor* shall be precluded from making any claim for a change in the *Contract Price* as a result of such changes.
- 6.1.4 Labour costs shall be actual, prevailing rates at the *Place of the Work* paid to workers, plus statutory charges on labour including WSIB, unemployment insurance, Canada pension, vacation pay, hospitalization and medical insurance. The *Contractor* shall provide proof of these rates, when requested by the *Consultant*, for review and/or agreement.”

SC34 GC 6.2 CHANGE ORDER

SC34.1 Add new paragraph 6.2.3 as follows:

- “6.2.3 The value of a change shall be determined in one or more of the following methods as directed by the *Consultant*.
- .1 by estimate and acceptance of a lump sum, such estimate including a detailed breakdown of all labour and materials involved in executing the change to the *Work*;
 - .2 by negotiated unit prices which include the *Contractor’s overhead* and profit, as noted in paragraph 6.2.4, or;
 - .3 by negotiated and accepted lump sum amount, including the *Contractor’s overhead* and profit, as noted in paragraph 6.2.4.”

SC34.2 Add new paragraph 6.2.4 as follows:

- “6.2.4 *Overhead* and profit charged on Changes, resulting in extra costs, shall be calculated as follows:
- .1 Combined *overhead* and profit mark up on *Work* performed by the *Contractor’s* own forces shall not exceed 10%.
 - .2 *Overhead* and profit shall not be charged on credits to the *Contract*. Where a change includes both credits and extras, *overhead* and profit shall apply only to the net extra amount.
 - .3 *Contractor’s* combined *overhead* and profit mark up on subcontract *Work* shall not exceed 5%.



- .4 Combined *overhead* and profit mark-up charged by *Subcontractors* on their own *Work*, shall not exceed 10%.”
- .5 *Subcontractor’s* combined *overhead* and profit mark up on subcontract *Work* shall not exceed 5%”.

SC34.3 Add new paragraph 6.2.5 as follows:

- “6.2.5 All quotations will be submitted in a complete manner listing:
- .1 quantity of each material,
 - .2 unit cost of each material,
 - .3 man hours involved for each type of labour,
 - .4 cost per hour for each type of labour,
 - .5 *overhead* and profit (markup),
 - .6 *Subcontractor* quotations submitted listing items .1 to .5 above.”

SC34.4 Add new paragraph 6.2.6 as follows:

- “6.2.6 Allowances for *overhead* and profit shall cover all of the *Contractor’s* and *Subcontractor’s* administrative and incidental costs relating to a change including, without limitation, costs relating to project managers, superintendents, assistants, watchpersons and administrative personnel, *Shop Drawing* production, head office and site office expenses, worker tools, temporary facilities, bonds, insurance, transportation, record drawings, cleanup and disposal of waste materials”.

SC35 GC 6.3 CHANGE DIRECTIVE

SC35.1 Delete and replace paragraph 6.3.6.1 with the following:

- “6.3.6.1 *Overhead* and profit charged on Change Directive items shall be calculated as follows:
- .1 Combined *overhead* and profit mark up on *Work* performed by the *Contractor’s* own forces shall not exceed 10%.
 - .2 *Overhead* and profit shall not be charged on credits to the *Contract*. Where a change includes both credits and extras, *overhead* and profit shall apply only to the net extra amount.
 - .3 *Contractor’s* combined *overhead* and profit mark up on subcontract *Work* shall not exceed 5%.
 - .4 Combined *overhead* and profit mark-up charged by *Subcontractors* on their own *Work*, shall not exceed 10%.”
 - .5 *Subcontractor’s* combined *overhead* and profit mark up on subcontract *Work* shall not exceed 5%.

SC35.2 In subparagraph 6.3.7.1 insert “while directly engaged in the *Work* attributable to the change” after the words “in the direct employ of the *Contractor*”.

SC36 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC36.1 Add new paragraph 6.4.5 as follows:

“6.4.5 Prior to the submission of the bid on which the *Contract* was awarded, the *Contractor* confirms that it carefully investigated the *Place of the Work* and carried out such tests as it deemed appropriate and, in doing so, applied to that investigation an appropriate degree of care and skill.

.1 The *Contractor* is deemed to assume all risk of conditions or circumstances now existing or arising in the course of the *Work* which could make the *Work* more expensive or more difficult to perform than was contemplated at the time the *Contract* was executed. No claim by the *Contractor* will be considered by the *Owner* or the *Consultant* in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence undertaken prior to the execution of the *Contract*.”

SC36.2 Add new paragraph 6.4.6 as follows:

“6.4.6 Having regard to paragraph 6.4.5, if the *Contractor* believes that the conditions of the *Place of the Work* differ materially from those indicated in the *Contract Documents*, from those reasonably anticipated, or conditions which were reasonably concealed from discovery notwithstanding the conduct of the investigation described in paragraph 6.4.5, it shall provide the *Owner* and the *Consultant* with *Notice in Writing* no later than five (5) *Working Days* after the first observation of such conditions.” If the *Contractor* does not provide *Notice in Writing* within five (5) *Working Days*, it will be understood by the *Owner* and *Contractor* that the conditions at the *Place of the Work* are as per *Contract Drawings* and *Specifications*.”

SC37 GC 6.5 DELAYS

SC37.1 Delete paragraph 6.5.3 in its entirety and replace with the following:

“6.5.3 If the *Contractor* is delayed in the performance of the *Work* by *Force Majeure*, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may recommend in consultation with the *Contractor*. The extension of time shall not be less than the time lost as a result of the event causing the delay, unless the *Contractor* agrees to a shorter extension. The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from the actions of the *Owner*.”



SC37.2 Add new paragraphs 6.5.6, 6.5.7, 6.5.8 and 6.5.9 as follows:

- “6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone directly or indirectly employed or engaged by the *Contractor*, or by any cause within the *Contractor’s* control, then the *Contract Time* may be extended for such reasonable time as the *Owner* may decide in consultation with the *Consultant* and the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any sub-*Consultants*, project managers, or others employed or engaged by the *Owner*, and in particular, the costs of the *Consultant’s* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein, as the same may be extended through the provision of these General Conditions, and any later or actual date of *Substantial Performance of the Work* achieved by the *Contractor*.
- 6.5.7 No claim for delay shall be made and the *Contract Time* shall not be extended due to climatic conditions which are within normal or expected statistical maximums and minimums, within a ten year time period, or arising from the *Contractor’s* efforts to maintain the Construction Schedule.
- 6.5.8 The parties acknowledge the construction of the *Work* is designed to accommodate the requirements of the *Owner* and failure to attain *Substantial Performance of the Work* by the date stipulated in the Agreement shall result in inconvenience and expense to the *Owner* and its teachers, students, and others – the exact extent of which is virtually impossible to calculate. Consequently, the parties agree that their best estimate of costs involved in delay beyond the stipulated date for *Substantial Performance of the Work* is **\$1000.00 (one thousand Dollars)** per day and said sum shall be paid by the *Contractor* to the *Owner* for each *Working Day* of the delay, and shall be deemed for all purposes as reasonable compensation to the *Owner* for delay costs only. This amount is not, and shall not be deemed to be a penalty, but is a fair estimate of the actual costs resulting from the delay, and shall be charged in addition to all other cost provided for in the *Contract Documents*.
- 6.5.9 It is the expectation of the Board that the Successful Bidder will order the necessary materials upon award of the Contract. With respect to commencement of work at the Sites, the Board acknowledges that non-critical Construction has been deemed a non-essential service by the Ontario Government to Stop the Spread of COVID-19 and is a cause beyond the Contractor’s control.

In accordance with clause 6.5 .3, sub-clause .4 of the CCDC 2 2008 Stipulated Price Contract, If the Contractor is delayed in the performance of the Work by: .4 any cause beyond the Contractors control other than one resulting from a default or breach of Contract by the Contractor, then the Contract Time shall be extended for such reasonable time as the Consultant may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as the result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays

result from actions by the Owner, Consultant or anyone employed or engaged by them directly or indirectly.

The extension of the project schedule, due to COVID 19 shall not impact the Successful Bidder's bonding or jeopardize completing the project on time. The Board will work with the Consultant and the Successful Bidder to arrive at a mutually agreeable revised project schedule, due to any schedule delays caused by COVID 19.

Bidders shall bid this project, based on materials being ordered immediately upon award and work on site commencing on the start date as specified in the General Instructions, on afternoons and working days in the summer, meeting the completion of the work date. If the commencement of work date changes and it impacts how the Tender was bid, the Board, in consultation with the Consultant, will work with the Successful Bidder and issue change directives for additional labour costs, if any."

SC38 GC 6.6 CLAIMS FOR A CHANGE IN THE CONTRACT PRICE

SC38.1 Delete GC 6.6 in its entirety.

SC39 GC 7.1 OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

SC39.1 Add a new subparagraph 7.1.3.4 as follows:

"7.1.3.4 An "acceptable schedule" as referred to in subparagraph 7.1.3.2. means a schedule approved by the *Consultant* and the *Owner* wherein the default can be corrected within the balance of the *Contract Time* and shall not cause delay to any other aspect of the *Work* or the *Work* of other contractors, and in no event shall it be deemed to give a right to extend the *Contract Time*."

SC39.2 Add new paragraph 7.1.7 as follows:

"7.1.7 In addition to any changes certified by the *Consultant*, pursuant to the provisions of item 7.1.5.3 of the General Conditions, the *Contractor* shall:

- .1 pay an allowance for the additional time and services required by the *Board's* representative and other employees equivalent to the relevant payroll costs, plus 150%.
- .2 be responsible for all legal costs incurred by the *Board* with respect to liens arising out of this *Contract*. This includes all costs to perform more than one search per payment such that it includes the costs of all searches discovering liens registered against the *Board's* property, arising out of the *Contract*."



SC40 GC 7.2 CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT

SC40.1 Delete paragraph 7.2.2, in its entirety.

SC40.2 Delete subparagraphs 7.2.3.1, 7.2.3.2 and 7.2.3.3 in their entirety.

SC40.3 In subparagraph 7.2.3.4, delete the words "except for GC 5.1 - FINANCING INFORMATION REQUIRED OF THE OWNER".

SC40.4 Renumber paragraph 7.2.5 as paragraph 7.2.6. Add a new paragraph 7.2.5 as follows:

"7.2.5 If the default cannot be corrected within the 5 *Working Days* specified in paragraph 7.2.4, the *Owner* shall be deemed to have cured the default if it:

- .1 commences correction of the default within the specified time;
- .2 provides the *Contractor* with an acceptable schedule for such correction; and,
- .3 completes the correction in accordance with such schedule."

SC40.5 Delete paragraph 7.2.6 (previous 7.2.5) entirely and replace with the following:

"7.2.6 If the *Contractor* terminates the *Contract* under the conditions described in GC 7.2 – CONTRACTOR'S RIGHT TO SUSPEND THE WORK OR TERMINATE THE CONTRACT, the *Contractor* shall be entitled to be paid for all *Work* performed to the date of termination, as determined by the *Consultant*. The *Contractor* shall also be entitled to recover the direct costs associated with termination, including the costs of demobilization and losses sustained on *Products* and *Construction Equipment*. The *Contractor* shall not be entitled to any recovery for any special, indirect or consequential losses, including loss of profit."

SC40.6 Add new paragraph 7.2.7 as follows:

"7.2.7 The *Contractor* shall not be entitled to give *Notice in Writing* of the *Owner's* default or terminate the *Contract* in the event the *Owner* withholds certificates or payment or both in accordance with the *Contract* because of:

- .1 the *Contractor's* failure to pay all legitimate claims promptly, or;
- .2 the *Contractor's* failure to correct deficiencies and incomplete *Work* in accordance with timelines set out elsewhere in the *Contract Documents*, or;
- .3 the failure of the *Contractor* to discharge construction liens which are registered against the title to the *Place of the Work*."

SC41 GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

SC41.1 Delete paragraph 8.2.1 and substitute the following therefor:

"8.2.1 Subject to the consent of each of the *Owner* and *Contractor*, the parties may appoint a Project Mediator in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid

closing, within 20 *Working Days* after *Notice in Writing* is given by one party to another of a dispute which the parties have been unable to resolve amicably with the assistance of the *Consultant*".

SC41.2 Amend paragraph 8.2.4 by changing part of the second line from "the parties shall request the Project Mediator" to "and subject to paragraph 8.2.1 the parties may request the Project Mediator".

SC41.3 Delete paragraphs 8.2.6, 8.2.7 and 8.2.8 in their entirety.

SC41.4 Add new paragraph 8.2.6 as follows:

"8.2.6 The dispute may be finally resolved by arbitration under the Rules of Arbitration of Construction Disputes, as provided in CCDC 40 in effect at the time of bid closing, provided that both the *Contractor* and the *Owner* agree. If the *Contractor* and the *Owner* agree to resolve the dispute by arbitration, the arbitration shall be conducted in the jurisdiction of the *Place of the Work*."

SC42 GC 9.1 PROTECTION OF WORK AND PROPERTY

SC42.1 Delete subparagraph 9.1.1.1 in its entirety and substitute the following therefor:

".1 Errors in the *Contract Documents* which the *Contractor* could not reasonably have discovered applying the proper level of care and diligence;"

SC43 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC43.1 Add a new subparagraph 9.2.5.5 as follows:

".5 In addition to the steps described in subparagraph 9.2.5.3, take any further steps it deems necessary to mitigate or stabilize any conditions resulting from encountering toxic or hazardous substances or materials."

SC43.2 Add new paragraphs 9.2.10, 9.2.11 and 9.2.12 as follows:

"9.2.10 The *Contractor*, *Subcontractors* and *Suppliers* shall not bring on to the *Place of the Work* any toxic or hazardous substances and materials except as required in order to perform the *Work*. If such toxic or hazardous substances or materials are required, storage in quantities sufficient to allow *Work* to proceed to the end of any current *Work* week only shall be permitted. All such toxic and hazardous materials and substances shall be handled and disposed of only in accordance with all laws and regulations that are applicable at the *Place of the Work*.

9.2.11 The *Contractor* shall indemnify and hold harmless the *Owner*, the *Consultant* and their respective directors, officers, trustees, agents and employees, from and against any and all liabilities, costs, expenses, and claims resulting from bodily injury, including death, and damage to property of any person, corporation or other body politic, that arises from the use by the *Contractor*, *Subcontractors* and *Suppliers* of any toxic or hazardous substances or materials at the *Place of the Work*.



9.2.12 Renovation and/or Alterations Projects: Asbestos containing materials may have been used during the original construction or previous alteration of School Board facilities. If asbestos containing materials are discovered during the course of the *Project*, stop *Work* and immediately notify the *Owner* and the *Consultant*. Do not remove existing material containing asbestos fibres."

SC44 GC 9.4 CONSTRUCTION HEALTH AND SAFETY

SC44.1 Rename General Condition 9.4 to read: CONSTRUCTION HEALTH AND SAFETY

SC44.2 Delete paragraph 9.4.1 in its entirety and substitute as follows:

"9.4.1 The *Contractor* shall be solely responsible for construction safety at the *Place of the Work* and for compliance with the rules, regulations, and practices required by the applicable construction health and safety legislation and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the *Work*."

SC44.3 Add new paragraphs 9.4.2 to 9.4.14 as follows:

"9.4.2 Observe and enforce construction safety measures required by the National Building Code (2010) Division B, Part 8; the Provincial Government; Workplace Safety and Insurance Board; and, Municipal authorities. In particular, the Occupational Health and Safety Act (Ont. Reg. 213/91), the Ontario Construction Safety Act, WHMIS, the regulations of the Ontario Ministry of Labour and Ontario Hydro Safety Requirements shall be strictly enforced.

9.4.3 The *Board* reserves the right to engage in separate contracts, beyond those of the *Contractor*, as part of the total construction of the *Project*. These separate contracts shall include, but need not be limited to, the supply and installation of plug-in/plug-out units; supply and installation of draperies, stage equipment, projection equipment and storage shelving units; the supply and installation of telephone, communication, computer and surveillance systems, equipment, wiring and components; the supply and placement of furnishings; and graphic art services.

9.4.4 The *Contractor*, hereafter called the "Constructor" as defined by the Occupational Health and Safety Act of Ontario, shall be responsible for supervising and directing any such contractors as the *Board* may choose to perform work at the *Place of the Work*. The "Constructor" shall ensure that all contractors conform to the requirements of Health and Safety legislation and site policies while performing their work at the *Place of the Work*.

9.4.5 "Constructor" shall ensure that copies of all applicable construction safety regulations, codes and standards are available at the *Place of the Work* throughout the period of construction. All workers are to be informed that these documents are available for reference at any time.

9.4.6 The "Constructor" shall ensure that all supervisory personnel at the *Place of the Work* are fully aware of the contents of the Occupational Health and Safety Act (Ontario Regulation 213/91 - Construction Projects), as amended, and the "Workers' Compensation Act" and that they comply with all

requirements and procedures prescribed therein including, but not limited to, the following construction safety requirements:

- .1 “Constructor” to file “Registration of Constructors and Employers Engaged in Construction” (Form 1000) with the Director of the Occupational Health and Safety Division prior to commencement of *Work* on the *Project*, and (O. Reg. 213/91, sec 5).
 - .2 File a “Notice of Project” (Form 1075) with the Ontario Ministry of Labour, (O. Reg. 213/91, sec 6).
 - .3 Notification prior to trenching deeper than 1.2 m, (O. Reg. 213/91, sec 7).
 - .4 Establish a Joint Health and Safety and/or Worker Trades Committee, as required.
 - .5 Ensure that all activities arising out of the above are recorded and that minutes are available to an inspector of the Ontario Ministry of Labour.
 - .6 The *Contractor* shall be considered as the "Constructor" in consideration of the rights and responsibilities for all construction safety requirements, procedures, facilities and inspection of all *Work* performed by the *Contractor*, *Subcontractors*/sub-trades and other contractors engaged on this *Project*.
 - .7 In the event of a conflict between any of the provisions of the above authorities, **the most stringent provisions are to be applied.**
- 9.4.7 Material Safety Data Sheets (MSDS) must be available at the at the *Place of the Work* for any *Product* **designated hazardous** or containing **hazardous ingredients** prior to being used, installed or applied inside the building.
- 9.4.8 The “Constructor” must provide a job introduction or safety indoctrination session for all personnel and trades working, inspecting and/or supervising at the *Place of the Work*.
- 9.4.9 The “Constructor” will be responsible for taking all necessary steps to protect personnel (Workers, visitors, general public, etc.) and property from any harm throughout the duration of the *Contract*.
- 9.4.10 The “Constructor” shall supply **competent personnel** to implement the Health and Safety program and ensure compliance with the company's standards and those of the Occupational Health and Safety Act of Ontario.
- 9.4.11 The “Constructor” will include these provisions in any agreement with *Subcontractors* or trades and *Suppliers* and shall monitor compliance.
- 9.4.12 The “Constructor” is responsible for any delays in the progress of *Work* due to an infraction of legislated or site Health and Safety requirements.
- .1 If, in the opinion of the *Consultant*, additional *Work* and steps to recover such delays are necessary to meet dates set in the *Contract*, the



“Constructor” shall provide all such services without any additional cost to the *Board*.

9.4.13 During the course of the *Project*, if the Health and Safety policies of the “Constructor” are found to be deficient and/or the CAD-7 rating by the WSIB has changed adversely, additional full-time **accredited safety personnel** must be appointed without extra cost to the *Board*.

9.4.14 The *Contractor* shall promptly report in writing to the *Owner* and the *Consultant* all accidents of any sort arising out of or in connection with the performance of the *Work*, whether on or adjacent to the *Place of the Work*, giving full details and statement of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the *Contractor* to the *Owner* and the *Consultant* by telephone or messenger in addition to any reporting required under the applicable safety regulations.”

SC45 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

SC45.1 Amend paragraph 10.2.2 by deleting the words “building permit”.

SC45.2 Delete and replace paragraph 10.2.3 to read:

“10.2.3 The *Contractor* shall be responsible for the procurement of permits, licenses, inspections, and certificates, which are necessary for the performance of the *Work*, except those as noted in paragraph 10.2.2 and as described in the *Specifications*, Section 01001 – Summary of Work and Special Conditions, Item 1.14.3 – Construction Related Fees, Permits, Building Permit.”

SC45.3 Add new paragraph 10.2.8 as follows:

“10.2.8 “The *Contractor* shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the *Work* as installed conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the *Owner’s* occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the *Work*, in the event that such governmental authorities furnish such certificates.”

SC46 GC 10.4 WORKERS’ COMPENSATION

SC46.1 Revise paragraph 10.4.1 to read as follows:

“10.4.1 Prior to commencing the *Work*, and with each and every application for payment thereafter, including the *Contractor’s* application for payment of the holdback amount following *Substantial Performance of the Work* and again with the *Contractor’s* application for final payment, the *Contractor* shall provide evidence of compliance with workers’ compensation legislation in force at the *Place of the Work*, including payments due thereunder.”

SC47 GC 12.1 INDEMNIFICATION

SC47.1 Inclusion of indemnification of *Consultant* by other parties:

Replace the words “*Owner* and the *Contractor*” with the words “*Owner*, the *Contractor* and the *Consultant*” in paragraphs 12.1.1, 12.1.2.1, 12.1.2.2, 12.1.4 and 12.1.6.

SC47.2 The provisions of GC 12.1 - INDEMNIFICATION shall survive the termination of the *Contract*, howsoever caused and no payment or partial payment, no issuance of a final certificate of payment and no occupancy in whole or in part of the *Work* shall constitute a waiver or release of any of the provisions of GC 12.1.

SC48 GC 12.2 WAIVER OF CLAIMS

SC48.1 Delete GC 12.2 – WAIVER OF CLAIMS, in its entirety.

SC49 GC 12.3 WARRANTY

SC49.1 Add new paragraphs 12.3.7 to 12.3.10 as follows:

“12.3.7 Where required by the *Contract Documents*, the *Contractor* shall provide a maintenance bond as security for the performance of the *Contractor’s* obligations as set out in GC 12.3 WARRANTY.

12.3.8 The *Contractor* shall provide fully and properly completed and signed copies of all warranties and guarantees required by the *Contract Documents*, containing:

- .1 the proper name of the *Owner*,
- .2 the proper name and address of the *Project*,
- .3 the date the warranty commences, which shall be at the “date of *Substantial Performance of the Work*” unless otherwise directed by the *Consultant* in writing.
- .4 a clear definition of what is being warranted and/or guaranteed as required by the *Contract Documents*; and
- .5 the signature and seal (if required by the governing law of the *Contract*) of the company issuing the warranty, countersigned by the *Contractor*.

12.3.9 Should any *Work* be repaired or replaced during the time period for which it is covered by the specified warranty, a new warranty shall be provided under the same conditions and for the same period as specified herein before. The new warranty shall commence at the completion of the repair or replacement.

12.3.10 The *Contractor* shall ensure that its Subcontractors are bound to the requirements of GC 12.3 – WARRANTY for the *Subcontractor’s* portion of the *Work*.”

SC50 PART 13 OTHER PROVISIONS

SC50.1 Add new Part 13 OTHER PROVISIONS, including GC13.1 as follows:



SC51 GC 13.1 CONSTRUCTION LIENS

SC51.1 Add new GC 13.1 – CONSTRUCTION LIENS, as follows:

“GC13.1 CONSTRUCTION LIENS

13.1.1 In the event that a claim for lien is registered against the *Project* by a *Subcontractor*, sub-*Subcontractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, the *Contractor* shall, at its own expense:

- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
- .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

13.1.2 In the event that the *Contractor* fails to conform with the requirements of paragraph 13.1.1, the *Owner* may fulfil those requirements and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.”

End of Document 00400 Supplementary General Conditions to CCDC 2, 2008

REVISED APR. 2020



PART 1 - GENERAL

- 1.1 The successful Contractor shall pay for all inspections as required by Jurisdictional Authorities. The costs for these inspections shall be included in the Tender Price.
- .1 All work shall be carried out in strict accordance with all existing applicable by-laws and amendments thereto, the Ontario Building Code, Ontario Fire Code and all requirements of the Ontario Fire Marshall's Office, and/or all other Jurisdictional Authorities and save harmless, in all respects the Owner. Provide certificate from ESA for final Inspection of the installation.
- 1.2 Additional Requirements
- .1 Contractor shall register with the Director of the Occupational Health and Safety Division prior to commencement of work on the Project.
- .2 File a 'Notice of Project' and commencement of the Project.
- .3 Establish a Joint Health and Safety and/or Worker Trades Committee.
- .4 Ensure that all activities arising out of the above are recorded and that minutes are available to an Inspector of the Ontario Ministry of Labour.
- .5 Contractor shall be responsible for all construction safety requirements, procedures, facilities and inspection of all work performed by the Contractor, Sub-contractors/ sub-trades and other Contractors engaged on the Project.
- .6 In the event of a conflict between any of the provisions of the above authorities, the most stringent provisions will be applied.
- .7 Material Safety Data Sheets (MSDS) must be available at the Project site for any product designated 'hazardous' or containing 'hazardous' ingredients prior to being used, installed or applied inside the building.
- .8 Contractor is responsible for taking all necessary steps to protect personnel (workers, visitors and general public) and property from any harm throughout the duration of the contract.
- .9 Contractor shall supply competent personnel to implement the Health and Safety program and ensure compliance with the company's standards and those of the Occupational Health and Safety Act of Ontario.
- .10 All the above provisions shall be included in any agreement with sub-contractors or trades and the Contractor shall monitor compliance.
- 1.3 Award of Contract and Essential Date of Completion
- .1 The Owner anticipates an on-site start date two weeks after the award of the contract or earlier, for the Project.



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- .2 The work shall commence as soon as possible after this date. The Contract shall be Substantially Completed and Total Completed as noted on the Form of Tender or earlier.
- 1.4 Contractor on Site
- .1 The Contractor shall ensure the procurement of all required materials prior to the commencement of work.
- .2 The Contractor shall organize his work at the site in co-operation with the Board's Project Supervisor.
- .3 Certain work may have to be done after hours and on weekends.
- .4 Ensure safety of personnel at the job site.
- .5 Smoking is NOT permitted in any of the Owner's building or on any of the Owner's properties. All smoking must be done off premises.
- 1.5 Protection and Making Good
- .1 Provide proper and adequate protection for all property and equipment. Ensure that dust is contained within the area of work.
- .2 The Contractor shall be responsible for moving all equipment as required and replacing same at the completion of the work all as directed by the custodian.
- .3 Make good, at no additional cost to the Owner, all surfaces disturbed by the execution of this contract whether such surfaces are located within the area of work or not. Make good to new condition matching surrounding surfaces.
- 1.6 Public Utilities
- .1 Verify limitations imposed on project work by presence of utilities and services and ensure that no damage occurs to them.
- 1.7 Construction Safety
- .1 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations, and practices required by the applicable construction health and safety precautions and programs in connection with the performance of the Work.
- .2 Provide all safety requirements and protection necessary or as required by local by-laws, governing authorities, and the Board Designee including but not limited to: guard rails, barriers, night lights, sidewalk and curb protection, warning notices and hoarded entrance protection.
- .3 Take all precautions and provide all required protection to ensure the safety of the general public and the workers in accordance with but not limited to the latest editions of the Occupational Health and Safety Act and Regulations for Construction Projects.



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- .4 Do not bring to the site any flammable liquids having a flashpoint lower than 43 degrees Celsius (except when in use as fuel in operating equipment) without permission of the Board or designee. All flammable liquids shall be confined in safety containers approved by Underwriter's Laboratories of Canada, and stored in locked storage areas.
 - .5 Assume complete responsibility for construction strength, placing, anchoring and operation of derricks, cranes, hoists and other equipment used for work; and ensure that loads carried thereon can be safely supported and be free from accidents to all persons.
 - .6 Provide and maintain, on site, suitable fire extinguishers in sufficient quantities, as required by the Safety Code.
- 1.8 Workmanship and Material
- .1 The Contractor shall employ workmen skilled in each phase of the work as their recognized trade.
 - .2 Manufactured articles, material and equipment shall be applied, installed, connected, erected, cleaned and conditioned in strict accordance with the applicable manufacturer's instructions and directions.
 - .3 No deviations from the Tender Documents shall be made by the Contractor without written approval of the Owner.
 - .4 Materials shall be new, of Canadian manufacture where available, first quality and uniform throughout. Submit tender based on the use of materials and equipment specified, or on the listed acceptable alternate equipment as further detailed.
 - .5 Electrical materials shall be C.S.A. approved and be so labeled. Material not C.S.A. approved shall receive acceptance for installation by Ontario Hydro Special Inspections Branch before delivery, and modifications and charges required for such acceptance shall be included in work of this Section. Material shall not be installed or connected to the source of electrical power until approval is obtained.
- 1.9 Shop Drawings
- .1 Submit three 3 copies of shop drawings for all equipment for review and approval by the Consultant, prior to ordering equipment.
- 1.10 Final Cleaning
- .1 In addition to housekeeping required by Jurisdictional Authorities, work includes final cleaning.
 - .2 Remove grease, dust dirt, stains, fingerprints, and other foreign materials from interior and exterior surfaces.
 - .3 Clean finish hardware, mechanical fixtures, light fixtures, cover plates and equipment.



- .4 Prior to calling for a final inspection the Contractor shall remove all excess material, equipment and debris and the site shall be left in a clean and tidy condition.

1.11 Guarantee

- .1 All material and workmanship on this project shall be guaranteed for a period of one (1) year from the date of final acceptance of the work by the Owner.

1.12 Codes and Standards to Meet or Exceed

- .1 Current Ontario Building Code, including all amendments up to project date.
- .2 Current National Building Code, Part 8: Safety Measures at Construction and Demolition Sites.
- .3 The Workers' Compensation Act, including all revisions and amendments up to project date.
- .4 Current Ontario Fire Code, including all amendments up to project date.
- .5 Occupational Health and Safety Act and related Regulations for Construction projects, latest edition.
- .6 Canadian Construction Safety Code.
- .7 Ministry of Labour, Health and Safety Guidelines.
- .8 Rules and regulations of authorities having jurisdiction.
- .9 CSA S350-M1980, Code of Practice of Safety in Demolition of Structures. Adhere to the most stringent requirement when above noted codes and standards conflict. Review with the Owner and Board Designee situations which are ambiguous, before proceeding with work.

1.13 Examination of Documents and Site

- .1 Contractor shall examine the Tender Documents and may also examine the site before submitting their Tender. They must satisfy themselves by personal examination as to specific conditions to be met with during the project. They shall make their own estimates of the facilities and difficulties to be encountered in completing the work under this Contract. They shall not claim at any time after submission of this Tender, that there was any misunderstanding of the terms and conditions relating to the site conditions. It is the Contractor's responsibility to understand all aspects of the bid and to obtain clarification from the Owner and/or Consultant before submitting the bid.
- .2 No plea of ignorance of conditions that exist or that may be encountered in the execution of the work under this Contract as a result of the failure to make the necessary examinations and investigations will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of said Contract Documents, or will be accepted as a basis for any claims whatsoever for extra compensation or any extension of time.



- .3 The Specifications shall be considered as an integral part of the accompanying drawings. Any item or subject omitted from either the Specifications or the Drawings, but which is mentioned or reasonably implied in the other shall be considered as properly and sufficiently specified and must therefore be provided by the Contractor.

1.16 Contractor's Schedule

- .1 Coordinate all schedules with Owner and Consultant to suit the Board requirements. Scheduling of the work shall be subject to the approval of the Owner and Consultant.
- .2 Submit to the Consultant the initial schedule within five (5) working days after Contract award and prior to commencing work.
- .3 Execute work with the least possible interference or disturbance to occupants, public and normal use of premises. Normal building routine will continue while work of this contract is being performed. Do not block fire exits.
- .4 Regular inspection of work progress will be conducted as decided by the Consultant. Schedules are to be updated by Contractor in conjunction with, and to the approval of, the Consultant.

1.17 Documents Required At Job Site

- .1 Specifications and Drawings.
- .2 Addenda.
- .3 Change Orders.
- .4 Copy of approved work schedule.
- .5 Inspection Certificates.
- .6 Material Safety Data Sheets for all Controlled Products to be used at the facility.

1.18 Project Meetings

- .1 Attend project meetings as requested by the Owner and/or the Consultant.

1.19 Site Supervision

- .1 Provide on the project site at all times during construction hours a competent Supervisor, who shall be empowered to act on behalf of the Contractor in the execution of this Contract. .



1.20 Fair Wages and Labour

- .1 The successful Contractor to provide fair wages and work conditions or their employees applicable to "Field Work". If this policy is violated, the Owner will not consider letting further contracts to said Contractor. In all cases of dispute the decision of the Owner is final.
- .2 Provide a competent person on duty at all times for emergency calls after regular construction hours and on weekends. This person shall be named and approved by the Consultant and Owner prior to starting work. Supply Consultant and Owner with the name and telephone number of the approved person to be contacted during these periods.

1.21 Additional Costs

- .1 Any additional costs requested by the Contractor, above the contracted price agreement, shall be presented to the Owner and accepted in writing prior to the commencement of additional work.
- .2 A fully executed Change Order issued by the Consultant and signed by the Owner will signify acceptance of additional costs. Existing Services
- .1 Where work involves breaking into or connecting to existing services, carry out work at times directed by governing authorities, with minimum disturbance to staff, pedestrian, and vehicular traffic.
- .2 Before commencing work, establish location and extent of services in the area of work and notify Board Designee of findings.
- .3 Submit schedule for and obtain approval from the Owners' representative for any shut-down or closure of active service or facility. Adhere to approved schedule and provide notice to affected parties.
- .4 Where unknown services are encountered immediately advise Board Designee in writing.
- .5 Record locations of maintained, re-routed and abandoned services.
- .6 Existing water and electricity are available for contractors' use. Modification to systems will not be permitted and use will be given on an as-is basis. Owner reserves the right to disallow the use of services at any time.

1.23 Alterations and Making Good

- .1 Where new work affects existing conditions and where existing conditions are altered, carry out all necessary cutting and fitting to make satisfactory connections with the work under this contract.
- .2 Where necessary, existing services shall be disconnected, relocated, and reconnected as required to complete the work. This work shall include, but not



be limited to: plumbing, heating, ventilating, air conditioning, electrical, and gas services.

1.24 Concealed or Unknown Conditions

- .1 If the Owner or the Contractor discovers conditions at the Place of the Work which are:
 - .1 Subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the contract documents, or
 - .2 Physical conditions of nature, which, differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided in the contract documents;
 - .3 Then the observing party shall notify the other party in writing before conditions are disturbed and in no event later than 5 Working Days after the observance of the conditions.
- .2 The Owner will promptly investigate such conditions and make a finding. If the finding is that the conditions differ materially and this would cause an increase or decrease in the contractor's cost or time to perform the work, the Owner shall issue appropriate instructions for a change in the Work.
- .3 If the Owner finds that the conditions at the Place of the Work are not materially different or that no change in the contract price or the contract time is justified, the Owner Designee shall report the reasons for this finding to the Owner and the contractor in writing.

1.25 Garbage Disposal

- .1 At all times, maintain work area and site, free of accumulated waste and rubbish.
- .2 Dispose of debris and garbage from the job site on a daily basis with minimum disturbance to Owner and occupants, and in accordance with authorities having jurisdiction.
- .3 Provide garbage bins and chutes required for daily disposal of debris and garbage. Obtain approval from the Owner for the bin location prior to commencement of the work.
- .4 Remove full garbage bins immediately. Do not stockpile debris or garbage on project site.
- .5 During and upon completion of the work, the Contractor shall remove from the premises all surplus materials, equipment and debris.

1.26 Working Hours



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- .1 Refer to Instructions to Bidders article 1.34.

1.27 As-Built Drawings

- .1 Provide one 1 set of as-built drawings indicating all changes made during the course of Installation. Mark the revisions with a red pencil. Also provide as-built drawings on CAD disk and PDF on disk.
- .2 Provide two 2 sets of Manuals. Include the names of suppliers, contact name, telephone and fax numbers.

1.28 Building Permit

- .1 Building Permit is not required for the Project.

PART 2 – SCOPE OF WORK

- .1 The “Work” shall consist of the following:
- **Demolition / removal of existing VAV Boxes, Reheat Coils, Exhaust Fans, BAS devices and all related wiring from site and dispose.**
 - **Electrical Contractor to remove Power and all other related electrical wiring from the Exhaust Fans being removed.**
 - **Contractor to follow instructions provided by the Board’s Asbestos Abatement Consultant attached with the tender documents.**
 - **Electrical contractor to mark the existing circuits to re-connect power to the new Exhaust Fans, BAS Control Panels as shown on the contract documents.**
 - **Making good opening in the wall, floors because of the VAV boxes, Reheat Coils & BAS upgrade work.**
 - **Allow for fire stops if any fire wall is penetrated with pipes, electrical conduits etc.**
 - **Provide necessary caulking, seals etc. to prevent roof leaks.**
 - **Provide all necessary turn over documents i.e. certificates (ESA, balancing reports, alarm verifications, commissioning documents)**
 - **General Contractor to allow for all cutting and patching that is required for the Exhaust Fans replacement as required.**
 - **A Cash Allowance of \$15,000.00 is to be carried for Air Balancing, Air balancing contractor will be selected by the owner.**
 - **Remove existing BAS devices and Input/Output points controlling all the mechanical equipment in the building as shown on the BAS plans.**
 - **Provide and install new Input / output points and all required BAS devices for control of the mechanical equipment as shown on the New BAS Plans.**
 - **All BAS Controllers for the project shall be converted into the same manufacturer throughout the CEC building.**
 - **Provide training to DPCDSB staff, training shall be provided by the control’s contractor with a minimum of two sessions of 8 hours each to the building operating staff of the board.**



- **General Contractor shall allow for taking down ceiling grid to facilitate demolition and replacement of the VAV boxes and reheat coils from the ceiling space of all the floors at CEC.**
- **General Contractor shall install back the taken down ceiling grid after the successful installation of the New VAV boxes and reheat coils in the ceiling space of all the floors at CEC.**
- **General Contractor shall allow for providing and installing a total of 30 boxes of new ceiling tiles per floor (300 pieces).**
- **Protect building areas from the intrusion of dust, smoke or any other debris resulting from the work of the Contract.**

Refer to the following documents, attached herewith, for details of Work to be performed:

- A. Architectural, Mechanical, Electrical Drawings & Specifications**

END OF SECTION



T-2021-78 - CEC - BAS, VAV, Reheat Coils & Exhaust Fans Replacement Project

Section 2

The following documents are a preview only of the information entered into the bidding system

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Bid Schedule

Schedule	Date & Time
SITE VISITS	In an effort to minimize physical interaction during the COVID-19 pandemic, a formal site meeting has not been scheduled.
QUESTIONS CLOSING	August 11, 2021 on or before 2:00 p.m. Local Time
BID CLOSING	August 19, 2021 on or before 2:00 p.m. Local Time

FORM OF TENDER - BID PRICE

The bidder, hereby offers to furnish all materials, labour, plant and equipment and to perform all duties and services called for by the **ENTIRE WORK INCLUDING ALL TRADES** for the project named above bid price to be submitted in the bidding system.

Description	Quantity	Unit of Measure	Unit Price *	Total
FORM OF TENDER - 1.3 BID PRICE	1	Lumpsum		
Subtotal:				

Bid price to be in lawful money of Canada, excluding Value Added Taxes (HST), but including all other applicable excise taxes, custom duties, Insurances, freight exchange and all other charges.

FORM OF TENDER - Signing of Tender

1.12. SIGNING OF TENDER

The bidder is submitting this Bid Price Tender, name, and title of signing officer in the bidding system.

1.12 Signing of Tender	I have authority to bind the company *
Name of Signing Officer	
Title of Signing Officer	

Summary Table

The results will be posted in the bidding system. All bids are carefully reviewed for compliance prior to making any recommendation for an award. The bid results posted are considered unofficial until compliance is confirmed and the award is posted on the electronic bidding system.

Bid Form	Amount
FORM OF TENDER - BID PRICE	
Subtotal Contract Amount:	

Bid Questions

Submit a work plan that outlines how the company plans to address COVID-19, including implementing workplace strategies that include, but are not limited to, social distancing, personal hygiene recommendations, and other relevant recommendations made by the government of Ontario, the government of Canada, the local municipal government, and their respective ministries, agencies, and departments, in respect of the employees and other personnel of the successful bidder, their subcontractors and suppliers, as well as the employees and other personnel of the Board, the Board's Consultant, and the general public".

Specifications

Requirement List

Line Item	Type	Description	Comply YES/NO *
1	Mandatory	The Bidder will include a Bid Bond in the amount of 10% (Ten Percent) of the Total Bid Price made out in the names of the Dufferin-Peel Catholic District School Board. The successful VOR - General Contractor will also provide an Agreement to bond from an approved Bonding Company stating that the Bonding Company will issue a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Material Payment Bond, details included in the Instruction to Bidders and Form of Tender.	<input type="radio"/> Yes <input type="radio"/> No
2	Mandatory	Please be advised that ONLY DIGITAL Bid Bonds and Agreement to Bond/Surety will be accepted. PDF copies of bonds will no longer be considered valid.	<input type="radio"/> Yes <input type="radio"/> No
3	Mandatory	The successful General Contractor will forward Original copies of the Performance Bond and Labour & Material Bond directly to the consultant specified within this bid.	<input type="radio"/> Yes <input type="radio"/> No
4	General	Items to be supplied and constructed in this bid are requested by the Board Designate as per specified drawings and details provided within this package. During the tender process the Bidder is required to perform all the work and supply all items listed within this bid in the General Specifications, Drawings and Details. No partial bids will be accepted.	<input type="radio"/> Yes <input type="radio"/> No
5	General	Any bid submission that does not comply with the Instruction to Bidders, CCDC 2 – 2008 Stipulated Price Contract, Supplementary General Conditions to CCDC 2 – 2008 and other pertinent sections of the Bidding Document may be declared informal and may not be considered.	<input type="radio"/> Yes <input type="radio"/> No
6	General	Where the tendered project work contains more than one (1) Place of the Work , it is the responsibility of the awarded Contractor to supply a superintendent for each independent Place of the Work if the Place if the Works are being working on simultaneously. The same superintendent can be named for all Places of the Work locations listed within the project if the work is carried out all in a phased approach but shall remain at the Place of the Work until all deficiencies are completed and accepted, unless otherwise authorized by the Consultant or the Owner.	<input type="radio"/> Yes <input type="radio"/> No
7	General	The awarded Bidder acknowledges and accepts that the Board may, through the Consultant services of a Project Management Firm, act on the Board's behalf as an authorized agent, for the purposes of monitoring, supervising, quality oversight and project completion as per the contract documents.	<input type="radio"/> Yes <input type="radio"/> No
8	General	All work will be assigned by a Board authorized designate. If any work is carried out without authorization by the Board designate, it will then be the full responsibility of the Bidder, and no payment will be made by the Board.	<input type="radio"/> Yes <input type="radio"/> No
9	General	The Board reserves the right to add or delete items within this bid as it feels is necessary. It also reserves the right to cancel the bid if the project is greater than the anticipated budget cost.	<input type="radio"/> Yes <input type="radio"/> No
10	General	The awarded general contractor agrees to allow the Board to make minor construction scheduling alterations during the project. The allowance is for unforeseen work which may be required to be performed at the same school location by the Plant or other Board departments. The vendor will be provided a minimum of a 48 hours notification by the Plant Department for unforeseen work to accommodate the Boards needs during construction projects. These minor scheduling alterations will not be held against the Board by issuance of any penalty or repercussions, including time delay claims. Unforeseen work may include but not limited to the following items: ICT shut downs (scheduled or unscheduled) emergencies caused by fire, floods, or no electrical power, school program requirements, other project works which typically would be carried out during school hours, but may require to have a limited portion to be conducted after hours.	<input type="radio"/> Yes <input type="radio"/> No

11	General	The Bidder should factor all pricing of items to include, but not limited to the following: labour (crew), trucks, equipment, travel time, mileage, tolls and materials. No mobilization costs will be charged to the Board.	<input type="radio"/> Yes <input type="radio"/> No
12	General	The Bidder shall follow all safe industry practices in regards to commercial construction standards.	<input type="radio"/> Yes <input type="radio"/> No
13	General	The Bidder will be responsible for co-ordinating and paying of all locates for all major utilities and private utilities, prior to commencing any digging at the site(if required). All building inspections or additional permits (ESA or TSSA) will be the responsibility of the Bidder. (no costs will be carried forward to the Board)	<input type="radio"/> Yes <input type="radio"/> No
14	General	The Bidder is to comply with "Hot works permit process" for any work or process potentially generates high heat, spark, or open flame. This includes tools used in order to complete the installation of anything within the specifications. The permits will be provided to by the Board for the Bidders to complete. Completed forms should be submitted with any invoices	<input type="radio"/> Yes <input type="radio"/> No
15	General	It is the successful Bidder's responsibility to properly confirm all voltages and specifications prior to ordering and receiving any specified units and is also the Bidder's responsibility to bring to the attention of the Board's Designate and Board's Prime Consultant any discrepancies immediately. Once the Board designate and/or Board's Consultant receive the signed shop drawings and specifications the Bidder is fully responsible for the installation of the unit and any further modifications if required and no additional costs will be levied from the Board for such modifications.	<input type="radio"/> Yes <input type="radio"/> No
16	General	The Bidder acknowledges and is to comply with all the terms and conditions of the amendments as outlined in the Supplementary Conditions to the Canadian Construction Document, CCDC 2-2008.	<input type="radio"/> Yes <input type="radio"/> No
17	General	The vendor is aware and understands that when doing BAS (Building Automation System) upgrades, starting or commencing work in the heating season, that their bid price submitted takes into consideration that some aspects of the final installation of the upgrades may need to take place after the heating season, for example: installation of the control valves. The awarded vendor will not hold this against the Board by issuance of any penalty or repercussions, including time delay claims.	<input type="radio"/> Yes <input type="radio"/> No
18	General	A purchase order will be issued upon award and receipt of any required documentation. The purchase order number must appear on all invoices. Invoices are to be issued separately for each address location listed within the bid.	<input type="radio"/> Yes <input type="radio"/> No
19	General	The Bidder shall fill out the stipulated lump sum pricing All quoted quantities are to be made upon the Form of Tender in the bidding system	<input type="radio"/> Yes <input type="radio"/> No
20	General	NEW - INSTRUCTIONS TO BIDDERS Section 1.34 Work Hours has been revised. Confirm that you have read and understood the new requirement for work outside of regular business hours. Contractors can apply for permits at https://dpcdsb.ebasefm.com/rentals/welcome	<input type="radio"/> Yes <input type="radio"/> No

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

The Bidder shall state only one (1) subcontractor for each type of work

Bidder(s) shall upon request by the Owner produce a list of references for all or any proposed Subcontractors within three (3) business days.

FORM OF TENDER - Subcontractors

Form of Tender

1.5 MECHANICAL AND ELECTRICAL SUB-CONTRACTORS

The Bid Price includes the Bid of the Mechanical and Electrical Sub-Contractors, whose Bids have been received directly by the bidder and with whom the bidder is prepared to execute formal agreements to perform the mechanical and electrical Work on this project. Name of the subcontractors to be included in the bidding system.

Sub-Trade	Subcontractor/Own Forces *	Name of Subcontractor *
1.5.1 Mechanical Sub-Contractor	Select A Value ▾	
1.5.2 Electrical Sub-Contractor	Select A Value ▾	

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- WSIB (optional)
- Insurance (optional)

BONDING UPLOAD SECTION

Bidders shall submit with their on-line bid as specified either a Digital copy (preferred) or Scanned copy of any Bonds required.

The Bidder will include a Bid Bond in the amount of **10% (Ten Percent)** of the Total Bid Price made out in the names of the Dufferin-Peel Catholic District School Board, as well as an Agreement to bond from an approved Bonding Company stating that the Bonding Company will issue a 50% Performance Bond and a 50% Labour and Material Payment Bond.

NOTES: Please be advised that ONLY DIGITAL Bonds will be accepted. PDF copies of bonds will no longer be considered valid.

- Bid Bond * (mandatory)
- Agreement to Bond * (mandatory)

Addenda, Terms and Conditions

I/We do hereby agree to supply and/or install the materials, equipment and services as provided herein in accordance with the [Terms and Conditions](#) of this bid. No other conditions shall apply. I/We have read, understood and agree to abide by all [Terms and Conditions](#) contained in this document and we are authorized by the Bidder to bind the firm.

I/We declare that this bid is made without collusion, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a bid for the same work and is in all respect fair and without collusion or fraud.

I/We declare that to our knowledge no member of the Board of Trustees, and no officer or employee of the Board, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, or in the supplies; work or business in connection with the said Contract, or in any portion thereof, or of any supplies to be used therein, or in any monies to derived therefrom.

AGREEMENT TO ABIDE BY ESTABLISHED PROCESS

The Board is advising the Board's trustees, staff and agents that the integrity of the process requires observance of the following ground rules:

- 1.All communications, including requests for information, between Bidders and the Board must be between only the representatives of the Board and each Bidder authorized and designated for that particular purpose.
- 2.Any attempt on the part of any Bidder, or any of its employees, agents, and contractors or representatives to contact any persons other than the designated representatives with respect to the Bids or any action or violation of the above requirements will be grounds for disqualification, and the Board may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual submission submitted by that Bidder.

Bidders must accept and agree to observe the contents of this "Agreement to Abide by the Established Process, " inform their staff thereof, and ensure their compliance therewith.

This agreement must be acknowledged by a person who has the authority to bind the bidder and be submitted with the Bid.

DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

40 Matheson Blvd. West, Mississauga, ON L5R 1C5

Tel: (905) 890-1221 • Fax: (905) 890-0483

Procurement Terms and Conditions

Bids are invited for the supply and/or installation of materials, equipment and services as per the attached specifications. All Bids submitted become the property of the Board, and are subject to the Municipal Freedom of Information and Protection of Privacy Act.

1. Bids must be completed on the forms provided in the Board's bidding system. Bids not completed as requested may be rejected by the Board acting in its absolute discretion.
2. Alternative products of equal quality may be considered (unless otherwise specified), provided that full specifications for these alternatives are included with the bid as well as references to verify your opinion, and taking into consideration end use costs.
3. The Board shall not be obligated to accept the lowest, or any, bid in whole or in part thereof and reserves the right to re-bid or cancel the project in its entirety.
4. Where applicable, Harmonized Sales Tax must be shown separately as extra in accordance with Canadian and Provincial Government regulations. Please specify when prices are quoted under Tariff Item 696.
5. The life of this contract shall be as specified in the price protection section.

6. Bid prices shall remain in effect for the duration of the contract period. However, any decrease in prices must be provided to the Board immediately.
7. Electrical equipment on this bid must be C.S.A. and/or Ontario Hydro approved prior to delivery.
8. The bidder shall have satisfactorily fulfilled all relevant obligations as required under the Terms and Conditions of any previous award including, without limitation, the provision of goods and/or services for the entire term of the contract awarded, in order to be considered as an acceptable bidder.
9. Samples, when requested, should be forwarded to an area designated by the Buyer, clearly marked with the name of the bidder and the item number to which it refers. All samples become the property of the Board.
10. The Board will not be responsible for the loss of any samples, nor will the Board be responsible for any damage to samples, including damage incurred while testing same.
11. Warranties shall become effective the day school commences, or when equipment is placed in use.
12. Unless otherwise stated, all shipments are to be DELIVERED PREPAID F.O.B. DESTINATION.
13. Any material received in a damaged condition must be replaced immediately by the vendor. The Board will not bear any portion of the cost of such replacement.
14. Any material and/or work ordered which, in the opinion of the purchaser, does not completely fulfill the specifications, or is not as sample previously submitted, must be removed at the expense of the vendor and be replaced immediately with the material and/or work which fulfills the specifications or sample quality.
15. The laws of the Province of Ontario shall govern in any dispute occasioned through the performance or non- performance and/or workmanship from this bid.
16. The vendor shall indemnify and save harmless the Board, its officers and employees from and against all claims relating to labour and/or materials furnished as a result of this bid.
17. No order will be recognized unless issued on the Board's official Purchase Order, duly signed by the Supply Chain Manager or a Buyer.
18. If the requested delivery schedule cannot be met, the Board reserves the right to cancel the order.
19. This bid will be accepted or rejected by the Board within sixty (60) days of the closing date of the bid, unless otherwise specified.
20. Payment will be made only to the vendor with whom an order is placed.
21. The validity and interpretation of this bid, and of each clause and part thereof, shall be governed by the laws of the Province of Ontario. In addition, the requirements outlined in the Board's Supply Chain Management Policy/Regulation and Procedures, Policy 5.30 shall apply for all procurement processes conducted to secure goods and services as defined therein.
22. In the event of a discrepancy in the price, the unit bid price shall govern.
23. Bids not conforming to these conditions may be disqualified on the basis of ambiguity at the sole discretion of the Board.
24. The vendor declares that the bid is not made in connection with any other vendor submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud.
25. Alternate terms or conditions submitted by the vendor shall be considered NOT APPLICABLE.
26. Any quantities indicated are estimates only and the Board is merely providing a usage established over the past year. The quantities are furnished without any liability to the Board.
27. In all cases of misunderstanding and disputes, verbal arrangements will not be considered, but the bidder(s) must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Board or in prosecuting any claim against the Board.
28. It is the responsibility of the bidder to obtain clarifications before submitting the bid (i.e. any facts or conditions) which in any way conflict with the spirit of the bid documents.
29. In the event of Bankruptcy or Receivership by the Bidder, the Board reserves the right to cancel the contract.
30. Should the Board fail to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Board may cancel the contract without termination charges, provided the successful bidder(s) receive thirty (30) days written notice of such termination from the Board.
31. The Bidder represents and warrants that the Bidder is not a party to any suits, actions, litigation proceedings, or claims by or against or otherwise involving the Board, and the current Bidder. The Bidder acknowledges that the Board, will reject the bid in view of current, pending or threatened litigation, arbitration, alternative dispute resolution or disputes involving the Board, and the Bidder.
32. In addition to the preceding paragraph, the proponent, by submitting a bid, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its bid for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a bid waives any claim for loss of profits if no agreement is made with the proponent.
33. The vendor represents and warrants that the goods and/or services supplied pursuant to this bid will be manufactured and/or supplied under such conditions which do not contravene the Ontario Human Rights Code or the minimum standards of Ontario workplace legislation and regulations or are otherwise unethical. In the event in the opinion of the Board, the supplier is in breach of the foregoing representation and warranty, the Board may cancel the award or any such subsequent contract entered into between the Board and supplier pursuant thereto.

34. The Vendor covenants and agrees to ensure that goods/services provided hereunder during the term of this agreement are consistent with the Ontarians Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and their respective regulations.

35. Information provided by a Vendor may be released in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended. A Vendor should identify any information in its bid or any accompanying documentation for which confidentiality is to be maintained by the Board, by clearly marking same "CONFIDENTIAL". The confidentiality of such information will be maintained by the Board, except where an order by the Information and Privacy Commission or a Court or other governmental authority having jurisdiction requires the Board to do otherwise. Notwithstanding the foregoing, prior to the Board's determination that any parts of this bid are to be disclosed as required by law, the Vendor shall be provided with written notice of the potential disclosure and accorded all rights that it may have in law including the right to challenge such disclosure.

In addition, Vendors are hereby notified that their bids will, as necessary, be disclosed on a confidential basis to the Board's advisors retained for the purposes of evaluating or participating in the evaluation of the bid.

36. All taxes considered extra to this bid.

37. The Board, its authorized representatives or an independent auditor identified by the Board may, at its own expense during business hours and upon two (2) days' notice to the Vendor, inspect and copy any recorded information in the custody or control of the Vendor, in any form: (i) provided by the Board to the Vendor, or provided by the Vendor to the Board; or (ii) created by the Vendor in the performance of its obligations hereunder. The above-noted audit rights of the Board shall also apply to any permitted sub-contractors providing goods and/or services hereunder, and it shall be the responsibility of the Vendor to bind any permitted sub-contractors in this regard.

38. The Board's standard terms are net 45 days from date of invoice.

Where there is a question of non-performance involved, payment in whole, or in part, against which to charge back any adjustment required, will be withheld.

All charges against a Vendor shall be deducted from current obligations that are due or may become due. In the event that collections are not made in this manner, the Vendor shall pay the Board on demand, the amount of such charges. Payment of invoice(s) from the successful Vendor(s) will be settled by Direct Deposit via Electronic Funds Transfer payments into the successful Vendor(s) bank account. The Vendor shall provide the Board with the required information to effect such payments.

39. If there is supporting evidence, the Board may exclude a Vendor from participating in this procurement on grounds such as:

- bankruptcy or insolvency;
- false declarations;
- significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts;
- final judgments in respect of serious crimes or other serious offences;
- professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Vendor; or
- failure to pay taxes.

40. The Dufferin-Peel Catholic District School Board reserves the right to immediately remove from eligibility to submit bids for an indeterminate period, the name of any Vendor for failure to accept the contract, or the name of any Vendor for unsatisfactory performance of the contract in the opinion of the Dufferin-Peel Catholic District School Board.

Further, the Vendor must be prepared, if requested, to present evidence of experience, ability, capacity, objectivity and financial resources and reputation deemed necessary by the Board in the performance of the contract. The Board reserves the right to investigate a Vendor's claim or background at any time and in any manner deemed appropriate by the Board.

41. The Board reserves the right to disqualify and immediately remove from eligibility to submit bids for an indeterminate period, the name of any Vendor, which will include the names of such Vendor's principals, and the names of any other business which may be operated by such principals, for failure to carry out its obligations for the entire term under any previous award or resulting contract pursuant to a bidding process with the Board, in the sole and unfettered discretion of the Board.

42. Notwithstanding anything elsewhere herein set out, in the event that the successful Vendor does not, in the opinion of the Board, comply with the specifications and terms of this contract at anytime throughout the duration of the contract, or if the Board, in its sole and unfettered discretion, determines that either their service or the equipment provided by the successful Vendor is unsatisfactory at any time during the term of the contract, the Board reserves the right to immediately terminate the contract in its entirety.

43. The Board is not obligated to award or call on any Vendor (including the Vendor's principals) whose behaviour is or becomes incompatible with the mandate of the Board or which may violate the canons of good morals, manner or taste. In addition, the successful Vendor must follow standards that are consistent with the Board and Schools' Code of Conduct while on Board/School premises.

44. Delays in or failure of performance by either party under the contract shall not constitute default there under or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, strikes or other concerted acts by workers, inability to procure materials or labour, fires,

floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances shall in no event be deemed to be a cause beyond a party's control.

In the event that performance of the contract in the reasonable opinion of either party is made impossible by force majeure, then either party shall notify the other in writing and the Board shall either (a) terminate this agreement forthwith and without any further payments being made, or (b) authorize the successful Vendor to complete the performance of the contract with such adjustments as required by the existence of the force majeure and agreed upon by both parties.

45. Any quantities indicated are estimates only and the Dufferin-Peel Catholic District School Board is merely providing a usage established over the past year. The quantities are furnished without any liability to the Dufferin-Peel Catholic District School Board.

46. The Dufferin-Peel Catholic District School Board makes every effort to competitively procure, whenever possible, environmentally appropriate and ecologically sound products.

47. The Vendor agrees not to assign or subcontract any of the work or obligations required hereunder, unless the Vendor obtains the prior written consent from the Dufferin-Peel Catholic District School Board, which may be withheld for a good cause. In addition, in the event that a Vendor merges with another company or there is a change in voting control of the Vendor, or the Vendor sells its assets to a third party, the merger, change in voting control, or sale of assets as the case may be, will constitute an assignment and the Board will be entitled to cancel the agreement on at least 30 days' notice from the date of disclosure, or from the effective date of merger, change or sale, whichever is sooner.

48. It is the responsibility of the Vendor to understand all aspects of the bid and to obtain clarification from the Board before submitting a bid. However, a bid may be rejected or the Board may waive any minor errors.

49. All costs incurred in responding to the bid are to be borne by the Vendor. The Board will not be liable for any costs or damages resulting from preparation or samples supplied. The rejection of any offers or the cancellation shall not render the Board liable for any costs or damages.

50. The Vendor shall not use any insignia or logo of the Board except where required to provide the Deliverables, and only if it has received the prior written permission of the Board to do so.

The Vendor(s) shall not make any news release concerning this bid or awarding of the same or resulting contract(s) without the express consent of the Board.

51. Without limitation, the following action by or circumstances relating to the Vendor shall constitute default on the part of the Vendor:

- committing an act of bankruptcy
- having a receiver appointed on account of insolvency
- making a general assignment for the benefit of creditors
- failing to fulfill the work with skill and diligence

Default by the Vendor may result in the Board's cancellation of the contract. Any action by the Board under the clause shall be without prejudice to the Board's other rights or remedies under the contract or law for the performance of the contract by the Vendor.

52. In the event of any dispute or claim arising between the Board and the Vendor (contractor) as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. The notification of dispute or claim shall be made within fourteen (14) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the laws of Ontario. If no agreement is made for arbitration then either party may submit the dispute to such judicial tribunal as the circumstances may require.

53. All services will be performed by the Vendor.

The Vendor is an independent contractor providing services to the Board and neither the Vendor nor the employees or agents of the Vendor will be construed as Board employees.

This bid is a contract for a particular service. The Vendor is not and will not hold itself out as an agent, employee or partner of the Board.

As between the Board and the Vendor, the Vendor is solely responsible for all legally required employer and employee contributions and deductions for itself and its staff, including Workers' Compensation, Canada Pension Plan, Unemployment Insurance and federal and provincial income taxes.

54. The Board reserves the right to amend or supplement the bid, giving equal information to all Vendors, by way of an issued addendum.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

Addendum/Addenda will typically be issued through the Bidding System, up to seven (7) days prior to Closing Date and Time. In the event an addendum is issued within seven (7) days prior to Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at <https://clientname.bidsandtenders.ca> prior to submitting their Bid and up until Bid Closing Date and Time in the event additional addenda are issued.

The Board encourages Bidders not to submit their Bid prior to seven (7) days before the Bid Closing Date and Time, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the Bid Closing Date and Time, and an addendum/addenda is issued by the Board, the Bidding System shall WITHDRAW their Bid submission and change their Bid submission to an INCOMPLETE STATUS (NOT accepted by the Board) and the Withdrawn Bid can be viewed by the Bidder in the "MY BIDS" section of the Bidding System. The Bidder is solely responsible to make any required adjustments to their Bid; and acknowledge the addendum/addenda; and ensure the re-submitted Bid is RECEIVED by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

NOTE: Additional company contacts are recommended for the reasons outlined below:

You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company's behalf and have the authority to; receive addendum notifications from the Bidding System, and where permitted by the terms and conditions of the Bid Call Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.

Notwithstanding the above, it is recommended that a Vendor does not invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).

If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to <https://clientname.bidsandtenders.ca> website and create a separate vendor account.

55. Addendum/revisions to this bid will be issued by the Supply Chain Management Department only. No representative of the Board is authorized to amend or waive the terms of the Bid document in any way unless the amendment or waiver is signed by a representative from the Supply Chain Management Department.

56. The Board reserves the right to:

- (a) exercise any of the rights set out in the bid;
- (b) make public the names of any or all Vendors;
- (c) request written clarification or the submission of supplementary written information from any Vendor and incorporate a Vendor's response to that request for clarification into the Vendor's response;
- (d) meet with some or all Vendors to discuss aspects of their submissions;
- (e) verify with any Vendor, or with a third party, any information set out in a submission;
- (f) verify with a Vendor that it satisfies the conditions for participation and is capable of fulfilling the terms of the contract, where in the sole discretion of the Board, it receives a submission from a Vendor with a price that is abnormally lower than prices in other submissions;
- (g) check references other than those provided by any Vendor;
- (h) disqualify any Vendor whose submission contains misrepresentations or any other inaccurate or misleading information;
- (i) waive any information or irregularity (whether material or immaterial) at the Board's discretion (without this bid being considered to be amended);
- (j) afford an opportunity to a Vendor to correct unintentional errors of form between the opening of bids and the awarding of a contract, and if it does so, the Board shall afford the same opportunity to all participating Vendors;
- (k) disqualify any Vendor or the submission of any Vendor who has engaged in conduct prohibited by this bid;
- (l) disqualify any Vendor whose capacity, integrity, or financial ability is, or whose previous experience with the Board has been unsatisfactory to the Board in its sole and unfettered discretion;
- (m) make changes, including substantial changes, to this bid in the manner set out herein;
- (n) cancel this bid process at any stage;
- (o) cancel this bid process at any stage and issue a new bid for the same or similar deliverables;
- (p) reject any or all bids at the Board's sole discretion;
- (q) select only one Vendor or two or more Vendors as Preferred Vendors;
- (r) to negotiate;
- (s) terminate negotiations of a contract with any Preferred Vendor at any time and for any reason without liability to such Vendor.

These reserved rights are in addition to any other rights which may be implied in the circumstances, and the Board shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Vendor or any party resulting from the Board exercising any of its express or implied rights under this bid.

I/We do hereby agree to supply and/or install the materials, equipment and services as provided herein in accordance with the terms and conditions of this bid. No other conditions shall apply. I/We have read, understood and agree to abide by all terms and conditions contained in this document and we are authorized by the Bidder to bind the firm.

I/We declare that this bid is made without collusion, knowledge, comparison of figures or arrangement with any other company, firm or person submitting a bid for the same work and is in all respect fair and without collusion or fraud.

I/We declare that to our knowledge no member of the Board of Trustees, and no officer or employee of the Board, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, or in the supplies; work or business in connection with the said Contract, or in any portion thereof, or of any supplies to be used therein, or in any monies to derived therefrom.

I/WE HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY ALL TERMS AND CONDITIONS CONTAINED IN THIS DOCUMENT AND WE ARE AUTHORIZED BY THE BIDDER TO BIND THE FIRM.

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I/WE HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY ALL TERMS, CONDITIONS AND REQUIREMENTS CONTAINED IN THIS DOCUMENT AND WE ARE AUTHORIZED BY THE BIDDER TO BIND THE FIRM.

DECLARATION OF DISCLOSURE

THE BIDDER DECLARES that, to the best of the BIDDER's knowledge and belief, no actual or potential conflict of interest exists with respect to the submission of this Bid or performance of the work, services or contractual obligations requested, other than those disclosed hereunder. The BIDDER confirms that, where the Board discovers that the BIDDER has failed to disclose all actual or potential conflicts of interest, the Board may disqualify the BIDDER or terminate any contract awarded to the BIDDER pursuant to this Bid process. The BIDDER understands that, for the purpose hereof, "conflict of interest" also includes:

(a) in relation to the Bid process, the BIDDER has an unfair advantage or engaged in conduct, directly or indirectly, that may give the BIDDER an unfair advantage, including

(i) having or having access to information in the preparation of the BIDDER's Bid that is confidential to the Board and not available to other bidders;

(ii) communicating with any person with a view to influencing preferred treatment in the Bid process, or

(iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair,

or

(b) in relation to the performance of the work, services or contractual obligations, the BIDDER's other commitments, relationships or financial interests;

(i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the BIDDER's independent judgements, or

(ii) could or could be perceived to compromise, or impair or be incompatible with the effective performance of the BIDDER's work, services or contractual obligations.

THE BIDDER DECLARES that, having read and understood the provisions of this Declaration of Disclosure, the BIDDER hereby confirms, to the best of the BIDDER's knowledge and belief: there are no actual or potential conflicts of interest with respect to the work, services or contractual obligations to be performed by the BIDDER;

The BIDDER further understands that if, subsequent to the signing of this Declaration, a potential or actual, direct or indirect conflict of interest arises, the BIDDER must disclose this to the Board.

Do you have any potential or actual conflicts of interest?

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		