



Peterborough Victoria  
Northumberland and Clarington  
Catholic District School Board

## REQUEST FOR TENDER

**2018-T-20**

### **RENOVATIONS TO ST. JOSEPH CES - DOURO**

**Mandatory Site Meeting: April 12<sup>th</sup>, 2018 @ 3:30 p.m. at St. Joseph CES, 405 Douro 4<sup>th</sup> Line, Douro, ON at main entrance**

**Issue Date: March 30<sup>th</sup>, 2018**

**Last Date for Questions: April 19<sup>th</sup>, 2018**

**Closing Date: April 26<sup>th</sup>, 2018**

**Closing Time: 3:00:00 p.m.**

**ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System, no later than 3:00:00 p.m. (15:00:00 hours) local time, on April 26<sup>th</sup>, 2018.**

Michelle Griepsma  
Board Chairperson

Michael Nasello  
Director of Education

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## **PART 1 – INSTRUCTION TO BIDDERS**

### **1.1 INVITATION**

The Peterborough Victoria Northumberland Clarington Catholic District School Board is requesting bids for the **Renovations to St. Joseph CES in Douro** as per specifications provided and any additional requirements within the Request for Tender or addendum issued.

The following information provides details of the Request for Tender process that will be followed. Failure to comply may result in disqualification.

### **1.2 BACKGROUND**

The Peterborough Victoria Northumberland and Clarington Catholic District School BOARD (PVNCCDSB) provide education to 15,073 students within an area of 10,000 square kilometres. The area includes Peterborough, City of Kawartha Lakes (Victoria), Northumberland and Clarington. The BOARD consists of 30 Elementary Schools and 6 Secondary Schools along with the Education Centre.

Please refer to the following link for a map by municipality of all schools:  
[PVNCCDSB School Locations](#)

### **1.3 TYPE OF CONTRACT**

The Successful bidder work will begin **July 2<sup>nd</sup>, 2018** with a target completion date **August 17<sup>th</sup>, 2018** or as extended by the Board.

A bidder who submits conditions, options, variations or contingent statements to the terms set out in this contract, either as part of its tender or after receiving notice of selection, may be disqualified.

### **1.4 INTENT & LOCATION**

This Request For Tender is an invitation to prospective Bidders to submit bids for the **Renovations to St. Joseph CES in Douro** at:

St. Joseph CES  
405 Douro 4<sup>th</sup> Line  
Douro Drummer, ON K0L 2H0

## 1.5 TRADE AGREEMENTS

Bidders should note that procurements falling within the scope of:

- (i) The Canada Free Trade Agreement (CFTA) as of July 1<sup>st</sup>, 2017;
- (ii) The Ontario-Quebec Trade and Cooperation Agreement (OQTCA);
- (iii) The Canada-European Union (EU) Comprehensive Economic and Trade Agreement (CETA) are subject, respectively, to that chapter or those agreements but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call.

## 1.6 DEFINITIONS

**“Addenda/Addendum”:** Documents issued prior to the bid closing which modifies or interprets the contract documents, drawing, plans and/or specifications, by additions, deletions, clarifications, modifications or corrections.

**“Award”** Is the acceptance of a Tender in accordance with this Request for Tender as evidenced by the Board’s written notification to the selected Bidder.

**“Bid”:** The price that a Vendor offer, in response to a request to provide goods and/or services in accordance with terms, conditions and specifications provided.

**“Bidder”:** A person/company who is qualified to provide Goods and/or services in accordance with terms, conditions and specification provided.

**“Bid Documents”:** Written and graphic documents prepared by the BOARD for use by the bidder to prepare the bid.

**“BOARD”:** Peterborough Victoria Northumberland and Clarington Catholic District School BOARD

**“CLOSING DATE AND TIME”:** The deadline for submitting a Bid. Failing which, such Bid will not be accepted or considered.

**“CONTRACT(S)”:** The Bid Documents and the Bid and any other agreement entered into between the BOARD and the Bidder in writing, signed by all parties and/or any purchase orders or other such documents issued by the BOARD.

**“GENERAL CONDITIONS”**: The general contractual provisions setting out the administrative, financial, legal and technical clauses governing the execution of the contract.

**“INSURANCE CERTIFICATE”**: A certified document issued by an insurance company licensed to operate by the Government of Canada or the Province of Ontario certifying that the Bidder is insured in accordance with the Board’s requirements.

**“SUPPLEMENTARY GENERAL CONDITIONS”**: Modifications to the general conditions of a contract to adapt them to a particular project.

**“TENDER”**: Is a written offer, in a specified form, received from a Bidder in response to a Request for Tender to provide goods and services based on the approved format of the Board containing terms and conditions.

## **1.7 SITE VISIT PROTOCOL**

A Mandatory site meeting is scheduled for **April 12<sup>th</sup>, 2018 @ 3:30 p.m.**, at **St. Joseph CES, 405 Douro 4<sup>th</sup> Line, Douro Drummer, ON** as per 1.9 Bid Closing Dates & Timelines. Attendance will be taken and Bidders not attending or after the time specified (*sign in sheet will be removed at 3:40:00 p.m.*) will be disqualified from the Bidding process. Bids received from disqualified Bidder’s will be returned unopened.

To alleviate safety and security concerns and to keep the school principals/designate informed of on-going maintenance or construction, all contractors and consultants, upon arrival at a school are required to report to the school’s main office, introduce themselves, and explain the purpose of their visit. Appropriate identification documents such as a company identification card may be requested.

## **1.8 INQUIRIES PRIOR TO THE CLOSING DATE**

All inquiries regarding this Invitation to Tender or its requirements shall be submitted through <https://pvncdsb.bidsandtenders.ca> by **April 19<sup>th</sup>, 2018 no later than 3:00PM.**

Under no circumstances will meetings related to this RFT be held with individual Bidders and employees of the Board prior to the closing date and time of this

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Request for Tender. Non-compliance with this condition will (for this reason alone) result in disqualification of the Bidder's submission.

It is the responsibility of the Bidder to seek clarification on any matter that they consider unclear before submitting a Bid. The Board is not responsible for any misunderstanding of the RFT on the part of a Bidder.

No employee or agent of the Board is authorized to amend or waive the requirements of the RFT document in any way unless the amendment or waiver is signed by the Board's purchasing designate. Under no circumstances shall the Bidder rely upon any information or instructions from the Board, its employees, or its agents unless the information or instructions are provided in writing in the form of addendum issued by the purchasing designate. Neither the Board, nor its employees nor its agents shall be responsible for any information or instructions given to the bidder, with the exception of information or instructions provided in writing by the purchasing designate.

### **1.9 BID CLOSING DATES & TIMELINES**

All Bidders shall 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 e-Bidding System not later than 3:00:00 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 Bidder 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, etc.

#### **Ensure your Bid submission document(s) conforms to the following:**

- a. Documents shall be submitted in PDF format. Documents shall **NOT** be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your bid submission or upload a document stating this web link for Board staff to view and/or listen to your video and/or audio information in your bid.

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- b. Documents shall **NOT** have a security password, as the Board may not be able to open the file.
- c. The maximum file upload size is 512MB. To reduce the document size, Bidders should follow the instructions below on zipping their document(s).
- d. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Board. The Board may reject any Bid where any document(s) cannot be opened and viewed by the Board.
- e. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file, as per instructions stated in the Bidding System Document upload area. If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

The key milestones associated with the issue of the Bid are expected to be as follows (note that this timetable may be subject to change):

Date	Milestone
April 12 <sup>th</sup> , 2018 @ 3:30 p.m.	Mandatory Site Meeting: St. Joseph CES 405 Douro 4 <sup>th</sup> Line Douro Drummer, ON
April 19 <sup>th</sup> , 2018	Deadline for Enquiries
April 20 <sup>th</sup> , 2018	Last Date for issuing Addenda
April 26 <sup>th</sup> , 2018	Closing date
July 2 <sup>nd</sup> , 2018	Work to begin
August 17 <sup>th</sup> , 2018	All work to be completed and materials removed from site

### 1.10 ELECTRONIC TENDER SUBMISSION

Peterborough Victoria Northumberland Clarington Catholic District School Board (the Board) shall **only** accept and receive Electronic Bid submissions through the Board's Bidding System, hereafter called the '**e-bidding system**'.

HARD-COPY BID SUBMISSIONS SHALL **NOT** BE ACCEPTED.

### 1.11 BID DEPOSIT AND AGREEMENT TO BOND

- 1 Bidders shall upload both their Bid Deposit and Agreement to Bond, to the Owner's Bidding System, in the bid submission file labelled "Bid Deposit and Agreement to Bond".
- 2 Bidders shall create a **single zip file** (see Bidding System instructions on how to create a zip file) containing both their Bid Deposit and Agreement to Bond and upload the zipped file to the file labelled "Bid Deposit and Agreement to Bond".

#### **Bid Deposit**

A Bid Bond using CCDC 220, or the same format and content as in CCDC 220 or other form used by a Surety company<sup>7</sup>, authorized by law to do business in the Province of Ontario, and acceptable to the Owner

A Bid Deposit in the amount of ten (10) percent of the Sub Total Contract Amount, shall be submitted with your Bid Submission.

The Bid Deposit shall be in the form of **one of the two following** Bid Deposit options and **shall be submitted with Electronic bid submission**, as instructed above in 1 and 2.

#### **Option #1: A Digital Bid Bond**

Bidders shall up-load a copy of the digital Bid Bond and follow upload instructions as stated in 1 and 2.

If Bidders are using this option, the Bidder and Bidder's Surety Should refer to the e-bonding information on [Surety Association of Canada's website](#). Information at this site includes;



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- A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex. The Owner does not endorse or promote any third party digital bond service provider.
- An Industry checklist which Digital Bonds provided should meet.

All instruction details for accessing authentication should be included with the up-loaded Bond.

**Option #2: A Scanned Paper Bid Bond – (Pdf Format)**

Bidders shall scan and up-load a copy of the Paper Bid Bond and follow the upload instructions as stated in 1 and 2.

If this alternative is used, Bidders should request either; an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the Owner. *The original bid bond shall be provided to the Board within 24 hours after the tender closing.*

**Applicable to both above Options:**

Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in Ontario. Bid bonds must be irrevocable and open for bid acceptance for at least ninety (90) days from the date of bid opening.

The Bid Deposit is provided as assurance that should the bid be accepted by the Owner, a Contract will be entered into for the proper performance of the work within ten (10) calendar days following written notification from the Owner to the selected Bidder.

Once the unofficial bid results have been posted to the Bidding System by the Owner, the Bid Deposit of all Bidders, except the three lowest Bidders who submitted by letter of credit, bank draft, or certified cheque, shall be returned upon the request of the Bidder.

When the Contract is executed by the selected Bidder and the Owner, the Bid Deposit of the selected Bidder and the second and third lowest Bidder shall be returned, upon request of the Bidder provided by letter of credit, bank draft, or certified cheque.

**Agreement to Bond**

The selected Bidder shall supply upon award:

- a. A Performance Bond for the due completion of the Work in accordance with the terms and conditions of the Contract, the bond shall be in an amount equal to 50% of the Sub Total Contract Price (excluding all applicable taxes) in the form of CCDC 221 or the most recent Ontario Provincial Standard Form or the Surety Association of Canada's new "process enhanced" performance bond; and

All Bonds shall be issued by reputable Bonding Companies, licensed to carry on business in Ontario. All bonds may be subject to the approval of the Owner. All Agreements to Bonds shall be irrevocable and open for acceptance for 90 days from date of closing.

The Bonds received from the selected Bidder shall remain in force throughout the duration of the Contract including the guarantee, warranty or maintenance period of the Contract and/or until the Contract is deemed complete by the Owner.

The Agreement to Bond shall be in **one of the four following options** and **shall be submitted with your Electronic bid submission.**

Bidders may also use **either** the Own

**Option #1: Digital Agreement to Bond**

The same instructions and terms as stated for the Digital Bid Bond shall apply.

**Option #2: A Scanned Paper Agreement to Bond (Pdf)**

The Same instructions and terms as stated for the Scanned Paper Bid Bond shall apply.

**1.12 REFERENCES**

The BOARD, in its sole discretion, may confirm the Bidder's experience and/or ability to provide the Deliverables required and described in its Tender by checking the Bidder's references.

### **1.13 ORDER OF PRECEDENCE**

In the event of any inconsistency or conflict in the contents of the following which shall take precedence and govern in the following descending order:

- Purchase Order issued by the Board
- Agreement
- Addenda (if any) as issued
- RFT as issued by the Board
- Bid submission received from the bidder

### **1.14 CONTRACT COMMITMENT**

An award will be made by Purchase order ([PVNCCDSB Purchase Order Terms & Conditions](#)) unless otherwise stated.

**PART 2 – TERMS & CONDITIONS**

Each Bidder, by submitting a Bid, represents that the Bidder has carefully read, understands and accepts the terms and conditions and specifications of the Request for Tender in full.

**2.1 INVOICING AND PAYMENT**

All invoices and billing statements shall be submitted directly to:

Peterborough Victoria Northumberland and Clarington  
Catholic District School BOARD  
1355 Lansdowne Street West  
Peterborough, Ontario K9J 7M3  
Attn: Accounts Payable

Or by email: [accounts@pvnccdsb.on.ca](mailto:accounts@pvnccdsb.on.ca)

**2.2 ELECTRONIC FUND TRANSFER (EFT)**

The Peterborough Victoria Northumberland Clarington Catholic District School Board (PVNCCDSB) requires all bidders to participate in a direct deposit system (electronic funds transfer) as the only acceptable method of payment to the Board's suppliers. The benefits to our bidders include increased security and improved efficiencies by eliminating delays in handling and processing of cheques. This also means that you will receive payment sooner.

The successful bidder shall be required to provide the Board with the necessary banking information to enable electronic fund transfers for the payments of Goods or Services. Under no circumstances shall the Board be responsible for the payment of the any transaction fees or other related charges that may be imposed or incurred by the supplier.

Necessary information in a void cheque (if at all possible) with an e-mail address for the deposit notification to be sent by the [Supplier Form](#) with the following information:

1. Bank number
2. Bank Transit number
3. Bank account number
4. E-mail address for deposit notification purposes

If Bidder has previously provided this information and there are no changes, please disregard this request for information.

### **2.3 PURCHASE ORDER**

Contracts will be conveyed to the Bidder on a Board authorized Purchase Order.

No orders conveyed to the successful Bidder shall be recognized unless printed on the official Purchase Order of the Board and duly signed by a Purchasing Representative. The Board's payment terms are Net 30 days. Alternate payment terms e.g. progress payments, milestone payments and draws, shall not be allowed unless agreed upon and approved by an Authorized Board Representative prior to the start of the project.

### **2.4 TENDER COSTS BORNE BY BIDDERS**

All costs and expenses incurred by the bidders related to their Tender will be borne by them. The BOARD is not liable to pay such costs and expenses or to reimburse or compensate bidders under any circumstances, including the rejection of any or all Tenders or the cancellation or invalidation of this Tender or the issuance of a new Tender for the same services.

### **2.5 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Information provided by a bidder may be released in accordance with the Freedom of Information and Protection of Privacy Act, R.S.O.1990, cF.31, as amended. A bidder should identify in its Tender or any accompanying documentation for which confidentiality is to be maintained by the BOARD. The confidentiality of such information will be maintained by the BOARD, except where an order by the Information and Privacy Commission or a court requires the BOARD to do otherwise.

### **2.6 SITE INSPECTION**

Before submitting tenders, Bidders shall carefully examine the instruction, terms and conditions, any drawings and specifications and visit the site and inform themselves as to environmental conditions, physical and other constraints if applicable when determining their tender price.

### **2.7 QUANTITY ESTIMATED**

Where specified, quantities are an estimate of previous consumption and the Board reserves the right to increase or decrease requirements, without affecting the offered price.

## **2.8 SMOKING ON BOARD PROPERTY**

To protect and enhance our environment and contribute to the health and well-being of all employees and students, the Peterborough Victoria Northumberland Clarington Catholic District School BOARD prohibits Smoking on BOARD property.

## **2.9 HUMAN RIGHTS AND CHILD LABOUR LAWS**

Any infringement on human rights, but namely those of children, is of considerable concern to the BOARD. Bidders wishing to do business with the Peterborough Victoria Northumberland and Clarington Catholic District School BOARD are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws and regulations related to hiring, wages, hours worked, overtime and working conditions.

## **2.10 ALL NEW INFORMATION TO BIDDERS BY WAY OF ADDENDA**

If the BOARD, for any reason, determines that it is necessary to provide additional information relating to this Tender, such information will be communicated to all Bidders by addenda by way of posting on the website located at <https://pvnccdsb.bidsandtenders.ca>. Bidders therefore are advised to check the website for addenda no more than seven (7) days prior to closing. Each addendum shall form an integral part of this Tender and as such may contain important information including significant changes to this Tender. Bidders are responsible for obtaining all addenda issued by the BOARD and submitting the signed addenda with their submission. Failure to acknowledge all addenda issued will result in disqualification.

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the e-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 tender submission online.

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

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The Board encourages Bidders **not** to submit their Bid **prior to** seven (7) calendar days before the Tender closing time and date, 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 and an addendum/addenda is issued by the Board, the E-Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** 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:

- 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 **3:00:00 P.M.** local time, on the Bid Closing Date.

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

- 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*).
- You are strongly urged when creating or updating an e-Bidding System Vendor account to add additional company contacts to create their own login to the e-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 e-Bidding System and/or withdraw and/or edit and/or acknowledge addendum/addenda, on your behalf.
- 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 the Board's website and create a separate vendor account.

## **2.11 WORKPLACE SAFETY INSURANCE BOARD CLEARANCE CERTIFICATE (WSIB)**

A WSIB Clearance Certificate must be submitted with their e-bid submission. A Certificate of Clearance issued by the WSIB with the WSIB number and proof of satisfactory standing is mandatory.

The bidder must supply the Board with a valid WSIB Clearance Certificates during the term of the Contract. The successful bidder will be required to supply a current and valid certificate every 60 days. Payments to the successful bidder(s) will not be paid by the Board unless a valid "**Certificate of Clearance**" is supplied to the Board as noted. Final payment to the successful bidder will not be made unless this Certificate is received from the successful bidder(s).

Failure to provide this information **with Bid submission** will cause the award to be presented to the next qualified Bidder.

## **2.12 INSURANCE**

The bidder must carry public liability and property damage insurance in an amount of not less than five million (\$5,000,000) dollars per occurrence. The Board must be added as additional insureds to the policy, and the policy must contain a cross liability clause, a waiver of subrogation clause in favour of each Board and a thirty (30) day prior notice clause of any cancellation or material change in coverage, terms or conditions. The Bidder must submit proof of ability to obtain this insurance with their submission, and an updated copy before any work begins. The Bidder shall provide a certificate of insurance indicating their current level of insurance. If this does not meet the Board's requirements, the bidder is asked to submit a letter of their broker, advising that the Bidder will be able to obtain this level of insurance.

If the Bidder is unable to provide a Certificate of Insurance in the proper amount and in a form acceptable to the Board by the time the work shall commence, the Bidder will be disqualified and Board may award to any compliant Bidder.

An update copy of a valid certificate must be provided before any work may commence and thereafter at the beginning of each year of the contract.

**The documents must be uploaded online in the Bidding system.**



### **2.13 MOTOR VEHICLE LIABILITY INSURANCE**

Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the BOARD. In the event of an affirmative answer the successful bidders must be covered by Automobile Liability Insurance through the term of the Contract. If the bidder's employees or subcontractors will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or subcontractors have Automobile Liability Insurance coverage.

Bidders should show proof with the submission of this bid, that upon the award of this contract that it will be covered by automobile Liability Insurance with coverage limits of \$2 million commercial and \$1 million on all personally owned vehicles per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or the agent's letter head that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the bidder. The successful bidder(s) further agree to maintain that good standing throughout the term of the contract.

The BOARD reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage: Third Party Liability coverage in the form of OAP-1.

Upon an award to the successful bidder(s) by the BOARD, the successful bidder(s) shall be required to submit certification in a form satisfactory to the BOARD for the above-mentioned coverage to protect the BOARD against claims for property damage and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.

The successful bidder(s) agrees to indemnify, hold harmless, and defend, the BOARD from and against any and all liability for loss, damage and expense, which the BOARD may suffer or for which the BOARD may be held liable by reason of injury (including death) or damage to any property arising out of

negligence on the party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.

#### **2.14 MANDATORY REQUIREMENT**

Bids must meet all mandatory requirements as contained herein. Bids that do not meet the mandatory requirements will not be considered for further evaluation. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory.

Statements that include the words “should” or “may”, while not mandatory, are considered highly desirable by the Board. Failure to comply with requirements that are highly desirable may reflect negatively on the bidder’s ability to perform to the Board’s expectations.

#### **2.15 WHITDRAWAL OF BIDS**

Bidder(s) may edit or withdraw their Bid Submission prior to the closing time and date. However the Bidder is solely responsible to:

Ensure the re-submitted bid is **RECEIVED** by the e-Bidding System no later than **3:00:00 p.m.** local time, on the Bid Closing Date.

#### **2.16 POLICE REFERENCE CHECKS**

Effective January 1, 2004, School Boards in Ontario are required by Provincial legislation to ensure that all services providers on contract with the Board or School are screened based on a police record check. Service providers are defined as persons who, in the course of their employment, have direct and regular contact with Ontario students. After January 1, 2004, service providers will not be authorized to provide their services to schools unless they have completed a satisfactory police record check screening.

If your company is the successful provider for the services outlined in the proposal, you company will be required to provide the Board’s Police Reference Check office CPIC and Vulnerable Sector Checks for all employees that your company intends to use on Board sites before the contract can begin.

#### **2.17 CONTROLLED PRODUCTS (WHMIS)**

All controlled products must be WHMIS labelled before being brought onto BOARD property. Material Safety Data Sheets for all controlled products must be available on site. The contractors are responsible for training their employees in the safe use and handling of all controlled products and proof of training must be

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provided as part of the Pre-Qualification or Badge Program.

## **2.18 LOCATION OF APPARATUS**

The location of apparatus, fixtures, outlets, etc., shown or specified on drawings shall be considered as only approximate and subject to final review and approval by the BOARD. The actual location shall be as directed and as required to suit the conditions at the time of installation. Before installation of the apparatus, the contractor shall consult the BOARD's representative and ascertain the actual location required.

## **2.19 ASBESTOS**

Prior to commencement of any work affecting the structure of the building, the contractor shall review the asbestos report for the building (available at the building or through the BOARDS' Plant or Safety Departments.) The contractor shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present the BOARDS' Health & Safety Department shall be notified immediately, and no work is to proceed until any materials containing asbestos have been dealt with in accordance with the BOARD's Asbestos Management Program.

The BOARD's Plant and/or Safety Departments will establish the asbestos removal contractor as the need may arise. All work must be in compliance with the BOARD's Asbestos management Program and the BOARD's Safety Department must be made aware of any project that may involve asbestos.

## **2.20 DISCOVERY OF UNKNOWN SUBSTANCE**

If an unknown substance is discovered during a renovation/repair that may be asbestos, then work shall stop, and the BOARD's Safety Department must be called immediately. The material must not be disturbed until clearly identified as to its content. If asbestos is confirmed, direction must be received from the BOARD prior to work resuming.

## **2.21 HEALTH, SAFETY REGULATIONS**

All equipment requiring approval (C.S.A., ULC, etc.) must be completely assembled and must bear label showing approval of assembly prior to delivery. The Peterborough Victoria Northumberland and Clarington Catholic District School BOARD shall not accept any equipment that has not been inspected and approved. If not so approved, the BOARD reserves the right to invoice the successful bidder(s) for the cost of certification/replacement.

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Every person who supplies any machine, device, tool, equipment or service to the BOARD must ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden to proof rests with the supplier.

The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful bidder(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment.

The Occupational Health and Safety Act describe the responsibilities of an employee. The BOARD requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the BOARD's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.

The BOARD reserves the right to request a copy of the bidder's Health & Safety Policy, Procedures and Guidelines.

The successful bidder(s) must ensure that all workers are covered by the Workplace Safety and Insurance BOARD for the duration of this contract.

The successful bidder(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance BOARD as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace safety and Insurance BOARD. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety and Insurance BOARD Certificate is updated every sixty (60) days. The BOARD reserves the right to request proof of coverage any time throughout the duration of the contract.

All workplace injuries or accidents on BOARD property must be reported by the successful bidder(s) to the BOARD representative with 24 hours.

## **2.22 LEGISLATIVE REQUIREMENTS**

- a) The contractor shall comply with all current legislative requirements, including but not limited to, the Occupational Health and Safety Act, the Environmental Protection Act, the Ontario Building Code, the Ontario Fire Code and the Transportation of Dangerous Goods Act and all applicable regulations, codes and standards. In cases of any conflict between various provisions of the General Conditions, the more onerous health and safety requirement applies. The contractor shall complete a Notice of Project, where required accept the role as “constructor” in law, and supply a copy to the BOARD’s representative. The Contractor must ensure a copy, as required has been forwarded to the Ontario Ministry of Labour.
- b) All workers shall be trained, experienced, qualified and appropriately licensed to carry out their work in the province of Ontario.
- c) Where the scope of the work affects the structure of the building, a list of designated substances for each facility must be included in the tender package listed as “Designated materials Survey Findings”. If this list is missing, the bidder shall obtain such a list from the school BOARD prior to submitting tender.
- d) Contractors must comply with the most current waste management legislation as required under the *Environmental Protection Act* for all construction and/or demolition work.

## **2.23 OPERATION OF VEHICLES**

All vehicles, including delivery or service vehicles must not enter or leave school grounds when students are in the area unless directed by or with permission of the school and/or administrative staff.

Drivers of motor vehicles shall not operate their vehicles beyond the designated parking areas unless permission is obtained from the school principal or an authorized official to locate and operate the vehicle elsewhere. Such vehicles shall be operated with due caution at all times while on school property.

On or near school grounds, the driver or operator must comply with the following:

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- (i) Speed limit must not exceed 8 km (5 miles) per hour at any time;
  - (ii) Vehicles or equipment must not be operated in the school yard during recess, lunch hour or other times of outdoor activity unless directed by or with permission of the school and/or administrative staff;
  - (iii) When a co-driver/helper is assigned to the vehicle, he/she must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle and in clear view of the driver or operator;
  - (iv) When a co-driver/helper is not assigned to the vehicle, vehicles with limited rear vision must not be backed up without the aid of a ground guide who must direct the movement of the vehicle or equipment while on foot from a position away from the vehicle or equipment and clear view of the driver or Operator;
  - (v) When a vehicle is parked in a schoolyard, the following conditions must be met:
    - (a) the ignition turned off;
    - (b) the key removed;
    - (c) the transmission placed in part (neutral if not parked);
    - (d) the parking brake engaged; and
    - (e) the doors locked.
1. When returning to a parked vehicle or equipment, the driver/operator must circle the vehicle or equipment and ensure that there are no children playing under or near the vehicle or equipment;
  2. Vehicles or equipment must never be left unattended with the engine running. Engines must not be left idling unnecessarily;
  3. All tools, supplies, equipment, etc., are to be securely store in the vehicle; and
  4. Reversing or backing up must be avoided as mush as possible. The vehicle should be positioned so that the driver can drive it away rhtaher than back it up.

## **2.24 RIGHTS TO DISQUALIFY**

The BOARD reserves the right to disqualify bids not submitted in strict accordance with the requirements of the Bid Documents.

## **2.25 RIGHT NOT TO PROCEED**

The BOARD reserves the right not to proceed with the Tender process and to reject all, any of the bids or any portion thereof. If the BOARD accepts any of the Bids (which it is not obligated to do) the lowest or any bid will not necessarily be accepted and the BOARD may, at its sole discretion, consider any other factors it deems appropriate in its sole discretion in awarding the Contract. The BOARD reserves the right at its sole discretion to request from the lowest bidder, the completion of a Vendor Application Form if the bidder has not done business with the BOARD.

## **2.26 RIGHT TO TERMINATE**

- The BOARD may terminate this Tender Request for any reason.
- The BOARD reserves the right to cancel a contract if required by Provincial Legislation.

The BOARD may terminate a contract without notice if the Contractor is found to be in breach of any terms and conditions of the Contract.

## **2.27 TENDERS AND PRICING INSTRUCTIONS**

The BOARD shall not be obliged to accept the lowest or any Tender, and reserves the right to accept, or reject any Tender received, or to re-Tender the project.

All prices shall include any and all applicable taxes with H.S.T. amount clearly indicated as a separate cost.

All prices are in Canadian Funds.

## **2.28 AGREEMENT TO ABIDE BY THE ESTABLISHED PROCESS**

The integrity of the process leading to the acceptance of a Tender and the conclusion of an agreement are vital to the BOARD and require observance of the following ground rules:

Services be, and be seen to be, open and fair and that each of the Bidders be treated equally.

No Bidders can be seen to be deriving, intentionally or otherwise, an advantage or information which is not equally available to all other Bidders. Nor is it

acceptable that any advantage or information be sought or obtained from any unauthorized staff and representative of the BOARD, or any benefit be derived from any special or personal relationships or contracts.

## **2.29 CONFLICT OF INTEREST AGREEMENT**

Each Bidder must include in its Tender confirmation that the bidder does not and will not have any conflict of interest (actual or potential) in submitting its Tender, or if selected, with its contractual obligations under the contract. Where applicable, the Bidder must disclose in its tender, information pertaining to any situation which may be a conflict of interest in submitting a Tender or, if selected, with the contractual obligations of the bidder under the contract.

The Tender of any Bidder may be disqualified where that Bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Further, The BOARD, in addition to any other remedies it may have in law or inequity, shall have the right to rescind any contract awarded to a bidder if The BOARD, in its sole discretion, determines that the bidder made a misrepresentation regarding any of the above.

## **2.30 CONFIDENTIALITY AGREEMENT**

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

- a) is the sole property of the BOARD and must be treated as confidential;
- b) is not be used for any purpose other than replying to this Tender and the performance of an subsequent agreement;
- c) must not be disclosed without prior written authorization from the BOARD;
- d) shall be returned by the bidders to the BOARD immediate upon the request of the BOARD.

## **2.31 BID AWARD**

The BOARD intends to award te Contract to Bidder(s) whose Bid is most acceptable in terms of the Bid requirements. The Contract will be awarded based on the lowest priced Bid received for Request for Tenders; or highest evaluated Bid received for Bid received for Request for proosals. The award of a Contract may be made to as may Bidders as deemed necessary to fulfill the anticipated requirements of the Board. Following the initial screening the evaluating committee may request the short-listed Bidders to make presentation to the commicommitteerder to clarify or verify the Bids and to develop a



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comprehensive assessment of the Bid. The Board will schedule the time and location of these presentations. Presentations are at the option of the Board and may not be conducted. Bidders are, therefore, encouraged to resent initially as complete a Bid as possible.

**2.32 DISPUTES**

In the event of any dispute or claim arising between the BOARDS and the 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 notifications 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 before arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

**2.33 FORFEIT OF BID DEPOSIT**

The selected Bidder should fail to finalize or execute the Contract or fail to provide the required documents to make an award within the time specified at the time of selection, the Bidder shall forfeit the Tender Deposit. The Purchasing Department may grant additional time to fulfill the necessary requirements or may recommend that either:

- a. The Contract be awarded to the second ranked Bidder; or
- b. The Contract be cancelled.
- c. In either case, the Tender Deposit of the originally selected Bidder is forfeited to the Board.

These actions do not limit the Board's right to recover any loss, damages or expense it incurs including, but not limited to, the additional cost associated with selecting another Tender.

**2.34 FUTURE OPPORTUNITY TO BID**

The Board reserves the right to remove from the list of Bidder's for an indeterminate period, the name of any selected Bidder for failure to enter into a Contract, or the name of a Bidder for unsatisfactory performance of a service or deliver of a good.

### **2.35 PERFORMANCE**

It is expected that the highest level of quality, skill and professionalism will be exercised in the supply of equipment and the performance of the work. The Board reserves the right to:

- Request periodic progress reports;
- Inspect materials at any time;
- Monitor the progress of the work;
- Take samples;
- Access records during regular business hours with notice;
- Request removal of any individual from the work if the quality of the work is in question.

The Board reserves the right to delay payment of invoices until completely satisfied with the quality of the final work product.

### **2.36 RETURN OF BID DEPOSIT(S)**

Upon execution of a Contract or the issuing of a Purchase Order (and all other required documents in a format acceptable to the Board), the Bid deposit of the Bid selected to enter into the Contract will be retained as Contract Surety. All remaining Bid Deposits will be returned by courier or pick-up by the Bidder at the Board's Reception desk.

### **2.37 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES (AODA)**

The Supplier shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the Regulations there under with regard to the provision of its goods or Service to persons with disabilities. The Supplier acknowledges that pursuant to the *Accessibility for Ontarians with Disabilities Act, 2005*, the Board must, in deciding to purchase goods or Service through its procurement process, consider the accessibility for persons with disabilities to such goods or Service. This legislation can be accessed through the following link to the Government of Ontario's website: [http://www.e-laws.gov.on.ca/html/statutes/english/elaws\\_statutes\\_05a11\\_e.htm](http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm)

### **2.38 USE OF PREMISES BEFORE ACCEPTANCE**

The BOARD shall have the right to enter and occupy renovated parts of the building in whole or in part for the purpose of placing fittings and equipment or for other use, before completion of the contract, if in the opinion of the BOARD's representative such entry and occupation does not prevent or interfere with the contractor in the performance of the completion of his contract within the time specified. Such entry and occupation shall not be considered as acceptance of

the work or in any way relieves the contractor from his responsibility to complete the contract.

**2.39 BOARD'S EQUIPMENT**

All equipment, fixtures, doors, hardware and all other items removed in the course of work or renovations, and not required for completion of the contract, shall be handed in to the BOARD, where specified.

**2.40 SUBCONTRACTING AND ASSIGNABILITY**

The successful bidder shall not assign the Contract or sublet it as a whole or in part without the written consent of the Board, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Board. If written consent of the board is given for a subcontract, the successful bidder agrees to bind every subcontract by the terms of the General Conditions, drawings and specification's, as far as is applicable to his Work.

**2.41 PERMITS AND REGULATIONS**

Bidders shall obtain all permits, licenses, and approvals required for the prosecution of the Work. The costs of obtaining such permits, licenses and approvals shall be the responsibility of, and shall be paid for by, the Bidder.

Where a Bidder is required by an applicable Law to hold or obtain any such license, permit, or approval to carry on an activity contemplated in its Bid or in the Agreement, neither acceptance of the Bid nor execution of the Agreement by the Purchaser shall be considered an approval by the Purchaser for the Bidder to carry on such activity without the requisite license, permit, consent or authorization.

## **PART 3 – BID EVALUATION**

### **3.1 EVALUATION OF TENDERS**

**Evaluation of the Bids shall be based on the following criteria:**

- (i) The extent to which the bid meets all mandatory requirements of the solicitation, such as firm pricing, ability for direct delivery to all BOARD sites, etc;
- (ii) Delivery. Reasonable quantities of Goods or Services must be available at any given period to ensure a minimum turn-around time. Bidders are to indicate normal delivery lead time per Good/Service;
- (iii) Deemed capabilities, understanding of the requirements, integrity, reliability, and financial stability of the lowest Bidder to meet the requirements of the BOARD. At the sole discretion of the BOARD, Bidders who have not done business with the BOARD may be required to complete a Vendor Application Form.

Consideration of the awarded bid is given to the Bidder's qualifications and reliability, quality of goods and services offered, performance, serviceability, any special or extra costs involved therein, proposed enhancements to minimum specifications (provided all base specifications have been met), delivery times backorder history and minimum order requirements.

While PVNCCDSB has used considerable efforts to ensure an accurate representation of information in this Bid Request, the information contained herein is contained solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. Nothing in this Bid Request is intended to relieve Bidders from forming their own opinions and conclusions in respect to the matters addressed in this Bid Request.

### **3.2 TERMS OF AWARD**

Where a tender has been deemed to be compliant with all mandatory requirements and the bidder has provided the lowest cost, the expectation for award of contract/purchase will be to the lowest cost, qualified bidder.

- a) The lowest or any Bid will not necessarily be accepted and the Board reserves the right to award any portion of the Bid;
- b) the Board reserves the right to accept or reject Bids within ninety (90) days from the date Bids are opened;

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- c) the award of this contract may be subject to the approval of the Board of Trustees of the Peterborough Victoria Northumberland Clarington District School Board and the availability of funding;
- d) the Board reserves the right to award the Bid in whole or in part; and
- e) the Board reserves the right to increase or decrease quantities as required.

### **3.3 AWARD**

The selected bidder(s), if any, shall be notified in writing by the Board of the award of the tender, in whole or in part.

The Board reserves the right to immediately remove from eligibility to submit bids for an indeterminate period any bidder, who in the opinion of the Board:

- fails to accept the contract as awarded
- for unsatisfactory performance of the contract.

### **3.4 RIGHT TO NEGOTIATION**

After the contract has been awarded to the selected bidder(s), the Board reserves the right to negotiate minor changes, amendments or modifications to the awarded items.

### **3.5 ANTI LOBBYING RESTRICTIONS AND REQUIRED DISCLOSURE**

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

### **3.6 PERFORMANCE SURETY RELEASE**

The Performance Surety may be held by the Board until 60 days after the day on which all work covered by the Contract has been completed and accepted or the warranty has expired whichever is longest. The surety may be returned before the 60 days has elapsed providing satisfactory evidence is provided that all liabilities incurred by the contractor in carrying out the work have been satisfied and that all liens have expired or have been satisfied, discharged or provided for and that a Clearance Certificate from the Workplace Safety Insurance Board (WSIB) is provided.

### **3.7 VENDOR DEBRIEFING**

All Bidders will be notified of the results at the conclusion of the Tender process. Unsuccessful bidders may request a debriefing meeting with the BOARD within 60 calendar days following the date of the contract award notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

## **PART 4 – PERFORMANCE CONTRACT**

The Performance Standard Terms and Conditions form a part of the RFT and shall apply to the Selected Bidders Standing Agreement Contract for the award.

### **4.1 PROJECT TIMELINES**

The Successful bidder work will begin **July 2<sup>nd</sup>, 2018** with a target completion date **August 17<sup>th</sup>, 2018** or as extended by the Board.

### **4.2 GENERAL CONDITIONS FOR HEALTH AND SAFETY FOR CONTRACTORS**

The General conditions that follow are for the protection of all workers and individuals working on the BOARD's property or premises. The contractor must follow all directions provided by the BOARD. Failure to conduct work in accordance with the terms and conditions as described herein may result in their removal for BOARD property and/or termination of contract. The conditions contained herein may not cover all repair/renovation/construction work contracts or assignments. The contractor, however, must understand that the BOARD's intention is to carry out all work in a safe and healthy manner and to all code and industry standards. Every contractor and sub-contractor employed on site shall be pre-qualified and have read all the instructions herein, and agree to advise their employees and subcontractors re the same in advance of performing any work or supplying any services.

### **4.3 EMERGENCY NUMBERS**

The emergency contact information for BOARD personnel will be provided to the Contractor at the start of all projects. The Contractor is responsible to obtain and have available at the area of work, all emergency contact information and telephone numbers for the location including Ambulance, Fire, Police, Ministry of Labour, Ministry of Environment, BOARD Emergency Numbers and the phone number and address of the school/building where work is being performed.

A copy of the BOARD's Occupational Health and Safety Policy and any other relevant and applicable materials (i.e. *Occupational Health and Safety Act, Joint Health & Safety Committee minutes*) should also be available.

#### **4.4 WORK SITE LOCATION**

It is the responsibility of the general contractor / contractor to clearly demark the work site borders and areas not to be used by usual occupants of the building or grounds. The general contractor / contractor must at all times erect and maintain adequate fencing or barriers around all excavations, pits, and in other places of danger.

The general contractor / contractor shall act as general contractor, contact for their services, and be responsible for all sub-trades, including payment of the same, necessary to produce a complete installation. Power and water may be available from the site where approved, but these facilities shall not be altered for the contractor's use.

The general contractor / contractor shall obtain approval from the BOARDS' representative for location of temporary buildings, temporary office, storage sheds and workshops as required by the work throughout the period of construction. The general contractor / contractor must remove temporary buildings upon completion of the work and restore the property to the condition as found on commencement of the work.

The general contractor / contractor and their employee(s) must be aware of the location of the school's Health & Safety Centre containing the following information: Designated Substance Reports, MSDS Sheets and general Health & Safety information. The contractor must provide a First Aid Kit and the name of the First Aid attendant and stretcher for use by the contractor employees.

The general contractor / contractor must not use school property as an office, for the purpose of hiring staff or conducting business or personal affairs on any project.

#### **4.5 RESPONSIBILITY OF THE CONTRACTOR/SUB-CONTRACTOR**

The general contractor / contractor shall have a written health and safety policy and safe work procedures and must provide a copy to the BOARD before the commencement of any work in the case of a new contractor. The general contractor / contractor are responsible for the health and safety of their employees. Prior to commencing work, the contractor shall appoint and identify one supervisor with accountability for the health and safety of their employees.



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Prior to commencement and during any work, the contractor must inspect the area of work for any chemical or physical hazards or designated substances. If any are found, the contractor must notify the BOARD's representative immediately. No work shall commence or continue until these hazards have been deemed eliminated or controlled and to be safe.

All contractors are responsible for all utility and service locates and related costs for the area in which they will conduct work. Prior to Commencing work involving more than four workmen and a supervisor, the contractor (s) shall hold a pre-job meeting where health & safety will be included on the agenda and shall invite the BOARD representative.

#### **4.6 TOOLS AND EQUIPMENT**

The general contractor's / contractor's equipment/tools must be in safe working condition, including required guards on tools and equipment and ground devices. Operating manuals and maintenance records shall be available on request for all powered equipment.

Construction advertising signs are not permissible, except by prior written approval from the BOARD's representative.

#### **4.7 EXAMINATION OF PREMISES/DRAWINGS/SPECIFICATIONS AND INSTRUCTIONS**

1. The general contractor / contractor shall examine the premises and compare it with drawings and specifications, and satisfy itself with respect to the conditions of the premises under which it will be required to operate in performing their part of the work, before furnishing their tender, and no allowance will be made afterwards on behalf of the contractor by reason of any error, negligence or failure on their part in this connection.
2. The general contractor / contractor shall carefully review and study all drawings, specifications and other instructions and shall at once report to the BOARD's representative any errors, inconsistency or omission they may discover and in no case shall they proceed in uncertainty. In the event of the contractor's failure to give such notice, it will be responsible for the results of any such errors or omissions and the cost of rectifying the same.

#### **4.8 PERMITS AND REGULATIONS**

1. The general contractor / contractor shall obtain any required permits and conform to any existing applicable codes, such as the Canadian Standards Association, Underwriters Laboratories of Canada, Ontario Fire Code, Ontario Building Code, Ontario Electrical Code, Ministry of Labour, and all local Bylaws and any other applicable regulatory requirements.
2. The general contractor / contractor shall record all electrical work in the school's log book and/or obtain electrical permits as directed.

#### **4.9 SAFETY EQUIPMENT**

The contractors are responsible to ensure that all employees wear safety equipment, as required, to work in a safe manner. Contractors must ensure that their employees are trained in the use of this equipment.

#### **4.10 FIRE EXTINGUISHERS**

The contractor is responsible for providing fire extinguishers in the repair / renovation / construction areas and for ensuring that employees are trained in the use of extinguishers.

#### **4.11 HOUSEKEEPING**

Contractors must keep work site areas clean and tidy. Nails in lumber must be removed. Materials must be laid down and piled safely and garbage must be placed in proper waste containers.

#### **4.12 LIABILITY INSURANCE AND PAYMENTS**

The general contractor / contractor shall:

- a) Secure and maintain, during the full term of this Contract, liability insurance coverage for the business to the extent of at least \$5,000,000 per incident and commercial general automobile liability insurance to the extent of \$2,000,000 per incident for all licensed vehicles provided, however, that if the contractor has already such coverage on his business in the said amount, he shall not be required to place additional coverage. The BOARD shall be designated as a named insured on any policy if requested.
- b) Enroll all workers, including all principals if so designated, and ensure all sub-contractor workers are enrolled under the Workplace Safety and

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Insurance BOARD and pay all assessments and premiums in connection therewith and do all things required of an employer under the said Act. Where an independent operator, employer or executive officer provides onsite work, they must first have applied to and be deemed a worker by the Workplace Safety and Insurance BOARD or receive an exemption in writing from the BOARD's representative.

- c) Pay all employees' wages and salaries promptly and pay for all materials promptly and shall indemnify and save harmless the BOARD from all claims for Construction Lien as registered during the term of this contract or after the expiry date of the same, whether such lien is valid or not. The Contractor shall forthwith have the said lien removed from the title of the school properties, or any part thereof, at the expense of the Contractor and the Contractor agrees to indemnify the BOARD, against any damages and/or costs suffered or incurred by it as a consequence of the registration of any such lien.
- d) It shall be the contractor's responsibility to ensure that all workers including owners designated as workers on the project abide by the Regulations for Construction Projects under the Occupational Health and Safety Act, as well as any other health and safety standards that are applicable by law or established by generally accepted industry standards or by applicable industry associations.
- e) Payment shall be made by the BOARD within 30 days upon receipt of properly certified invoices and completion of all details of project to the satisfaction of the School BOARD. All payments are subject to holdback pursuant to the provision of the *Construction Lien Act*.
- f) The amount payable to the contractor will not be increased or decreased by reason of any increase or decrease in the cost of plant equipment, labour, materials, taxes, or the wage.
- g) No variation from the work that may involve or will result in an addition to the amount of the contract or reduction of quality shall be proceeded with until approval in writing has been obtained from the BOARD. This will be through a formal change order process, and will be coordinated through the BOARD's assigned consultant.

- h) The contractor agrees to indemnify the BOARD against any claims, fines and costs incurred by it as a result of the contractor or workers breaching the *Occupational Health and Safety Act*, applicable regulations, or any other statutory requirement herein, including costs incurred in preparing for and attending any hearings or trials in connection therein.

#### **4.13 LADDERS, SCAFFOLDS, SWING STAGES, VERTICAL MAN-LIFTS**

The contractors are responsible for training their employees in inspecting, erecting, and using scaffolds, ladders, swing stages and vertical man-lifts. Ladders must extend 3 feet beyond the upper support. Ladders must be held by a worker on the ground or tied off over 10 feet high. Formal training must be given to workers on the proper use of scaffolds, swing stages and vertical man-lifts if used on the job. Equipment operating manuals and the required Professional Engineering documents must be available on site and produced upon request.

#### **4.14 INJURIES**

Each contractor or sub-contractor is responsible for responding to, providing treatment and transporting to medical services their injured employees. Response must include first aid to the injured person, hospital aid, securing the site and notification as required under the Occupational Health and Safety Act. Emergency Response Plans should be in place for all emergencies and pull stations used to clear the building if required. Someone on site must be certified in Standard Care First Aid. The School Principal or person in charge should be notified of any emergency or worker injury.

#### **4.15 COOPERATION**

The general contractor, all other contractors, and all sub-contractors shall coordinate their work with all other trades so as to facilitate the general progress of the work. Each contractor and trade shall afford all other trades every reasonable opportunity for the installation of their work and for the storage of their material.

#### **4.16 SUPERVISION AND RESPONSIBILITY**

The general contractor / contractor shall supervise and direct the work of all persons engaged in the work, including sub-contractors and those who supply materials and the contractor will be fully responsible for full compliance with the terms of the contract by all such persons.

#### **4.17 TAXES, PERMITS, FEES**

The general contractor / shall be required to pay for all taxes, duties, subsidies, permits, etc., unless otherwise noted. H.S.T. shall be paid by the contractor, and these taxes shall be included in the contract price or prices but H.S.T. only shall be shown as a separate item.

#### **4.18 LABOUR, MATERIALS AND WORKMANSHIP**

1. The general contractor / contractor shall provide and pay for all labour, tools, materials, transportation, storage, scaffolding and other equipment for the proper execution of everything shown, described or reasonably implied by the drawings or in this specification.
2. The general contractor / contractor shall be held to have included in tendering any work in connection with sub-trades, not specially referenced under the particular headings of sub-trades, but referred to or otherwise shown on the drawings.
3. The general contractor / contractor shall carry out all tests and assessments required by the BOARD during the progress of the work and its completion at no increase in the contract price. Such tests and assessments shall be carried out for the purpose of determining if the work meets the specified requirements. If corrections to the work or system are found necessary, the tests and assessments shall be repeated until satisfactory results are obtained.

#### **4.19 DEFECTIVE MATERIAL AND WORKMANSHIP**

The general contractor / contractor shall promptly remove from the building all used materials and materials condemned by the BOARD, as failing for conform to the contract, whether incorporated in the work or not.

#### **4.20 MEASUREMENTS, ETC.**

Before ordering any material or doing any work, the contractor shall verify all measurements at the building or as may be required or the proper fitting of his work and to make adjustable parts fit to fixed parts. The contractor shall be responsible for the correctness of his figures and properly correct, without charge, any work that does not fit and furnish new work if necessary.

#### **4.21 CUTTING, PATCHING AND DIGGING**

The general contractor / contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit to it, receive or be received by work of other contractors, shown upon or reasonably implied by the contract documents and he shall make good after them as the BOARD's representative may direct. Any costs or expenses caused by poorly coordinated or ill-timed work shall be borne by the party responsible therefore. The general contractor / contractor shall not endanger any existing work by cutting, digging or otherwise and shall not cut or alter the work of another contractor save with the prior written consent of the BOARD's representative.

#### **4.22 FURRING IN PIPES AND DUCTS**

The general contractor / contractor shall be responsible for an acceptable job of furring in all pipes and ducts where shown on the plans or reasonably expected in finished rooms. Furring in shall be carried out in the material of the walls, adjacent to the pipes, such as wood, masonry, etc.

#### **4.23 VOUCHERS**

The general contractor / contractor must produce, when called upon to do so by the BOARD, vouchers to show that the work and materials are being paid for as the work progresses. The contractor may submit approved Statutory Declaration with every invoice for payment.

#### **4.24 WASHROOMS/TOILETS**

The general contractor / contractor shall provide, where required, and maintain in a sanitary condition, washrooms and toilets for the use of all persons at the work site, and upon completion of the work, remove it and contents, and leave its site in a neat, clean and sanitary condition. Workers shall use designated washrooms as designated by their employer.

#### **4.25 CIGARETTES, ALCOHOL AND ILLEGAL DRUGS**

Smoking is not permitted on BOARD property. Consuming alcohol or illegal drugs on BOARD property is strictly prohibited. Persons appearing to be under the influence of alcohol or illegal drugs will be asked to leave the work site. The contractor must ensure that employees asked to leave are provided transportation home.

#### **4.26 WORK DURING SCHOOL HOURS**

Work during school hours must be approved by the appropriate BOARD representative and the School Principal. All construction and maintenance activities shall be confined to the areas of the school under construction. Fire exits shall be maintained at all times and physical barriers will be used to isolate the construction work from school staff and students.

The general contractor / contractor shall provide appropriate polyethylene plastic curtains between new construction and corridors to prevent dust penetration and provide doormats and take other appropriate precautions in these rooms to prevent dirt being tracked into the school.

The general contractor / contractor must co-operate and coordinate all building activities, which may interfere with the school, with the school Principal.

Work after school hours is permissible, but must be coordinated through the BOARD representative.

#### **4.27 SECURITY**

The school must be left in a safe and secure condition at the end of every day. The general contractor / contractor is responsible for arming the building at the end of each day if school staff is not present.

The general contractor / contractor shall be solely responsible for loss or damage of his tools, equipment or any materials on BOARD property.

The general contractor / contractor shall ensure the work zone is clearly delineated with appropriate barricades to prevent unauthorized access.

#### **4.28 TERMINATION**

If the general contractor / contractor should neglect to execute the work properly or otherwise fails to comply with the requirements of the contract to a substantial degree, the BOARD may:

- a) correct such fault and deduct the cost thereof from any payment then or thereafter due to the contractor, or
- b) terminate the contractor's right to continue with the work in whole or in part or terminate the contract.

#### **4.29 GUARANTEES**

All work is to be guaranteed for a period of one year after substantial deemed completion of the work, during which time any defects or imperfections that develop in the workmanship or materials used or any work affected in making good such imperfections must be made good promptly by the contractor without cost to the BOARD.

#### **4.30 ACCEPTANCE**

By reason of having submitted a tender, quotation and receiving direction from the BOARD or its designate to commencing on the work described herein, the general contractor does hereby acknowledge that it has read the specifications and does hereby accept these terms, conditions and specifications governing the work.

#### **4.31 ADDITIONAL HEALTH AND SAFETY GUIDELINES**

Unless explicitly referenced elsewhere in contract documentation, the Contractor will be designated as the Constructor, as defined by the *Occupational Health and Safety Act*, for the purpose of this work. As constructor, the Contractor shall assume all of the responsibilities of the Constructor as set out in the *Occupational Health and Safety Act* and its regulations and enforce strict compliance therewith.

The Contractor must have an Occupational Health and Safety Policy and a program to implement the policy and make them available for review by the BOARD's representative, upon request.

The Contractor shall ensure that this work is conducted in a safe manner consistent with the intent of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and any other pertinent legislation. Violations of any such legislation may result in the Contractor being removed from the project.

The Contractor shall appoint a competent person as defined by the *Occupational Health and Safety Act* to supervise this work. The Contractor shall provide to the BOARD's representative (a) certificate(s) of training through a recognized industry organization as evidence of the individual's competence, prior to award of this work.

Where required by the *Occupational Health and Safety Act* and its regulations, the Contractor shall register the project with Ministry of Labour's Construction



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Health and Safety Branch within thirty (30) days of undertaking the project and prior to starting work on the site. The Contractor shall pay all registration fees. A copy of the registration must be posted in a visible location at the site, and submitted to the BOARD's representative before starting work on site.

The Contractor shall provide a written emergency plan, which includes a process for addressing a critical injury, accident or incident as defined by the *Occupational Health and Safety Act*, to the BOARD's representative for review. It shall be posted on site prior to any work commencement.

Where required, the Contractor shall provide a telephone, appropriate first aid facilities, eye wash stations and any other measures required for emergency use as identified in the emergency plan.

The Contractor shall provide to the BOARD's representative, throughout the course of the work, copies of all inspection reports, including any preventative or corrective measures taken to uphold site safety.

The Contractor shall provide to the BOARD's representative, throughout the course of the work, all accident/incident reports and associated documentation.

The BOARD's representative will stop the work immediately for any major violation of the *Occupational health and Safety Act* or its regulations. The Contractor shall not resume the work until any such violation has been rectified.

The Contractor shall be responsible for any delay in the progress of the work due to a violation of legislated requirements or BOARD health and safety requirements of which he or she has been advised, and shall take the necessary steps to avoid delay in the final completion of the work without additional cost to the BOARD.

**4.32 WORKPLACE HAZARDOUS MATERIALS INFORMATION SYSTEM (WHMIS)**

The Contractor will ensure that all WHMIS-controlled products used in performing the work are appropriately labelled.

The Contractor will maintain, at all times during the work, copies of material safety data sheets for WHMIS-controlled products on site in an easily accessible location.

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The Contractor will comply with the requirements of WHMIS legislation regarding the use, handling, storage and disposal of hazardous materials.

Further to the requirements of WHMIS, the Contractor will ensure that the application of flammable or toxic materials is commenced only after the following requirements are met:

Adequate ventilation is provided during and after application.

- Enclosures are provided, when required, to contain fumes/vapours within the application area.
- The building heating, ventilating and air-conditioning system will not distribute fumes/vapours throughout the building.
- Warning signs and barriers, as required by regulations or to prevent entry into the application area, are used.
- Workers are provided with the necessary respiratory protection devices to safeguard their health.
- A suitable number of fire extinguishers are immediately adjacent to the area of application for volatile and flammable materials.
- Notwithstanding the requirements of preceding paragraphs, applications that might affect the well being of any occupants or member of the public may be rescheduled to evenings or weekends.
- All information regarding the handling of materials, avoidance of spills, cleanup, installation of materials, ventilation, or other features designed to minimize the level
- of worker or public exposure to airborne contaminants are appropriately communicated.

#### **4.33 DESIGNATED SUBSTANCES**

Where the work involves potential worker exposure to a Designated Substance, the Contractor shall:

- Propose a work plan for Work which includes (a) methods to be used to limit worker exposure to the substance to the extend possible and, in any case, to

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within exposure limits specified in the applicable *Designated Substance Regulation* made under the *Occupational Health and Safety Act* and (b) methods to ensure compliance with other requirements of the applicable *Designated Substance Regulation*;

- Review and discuss the work plan with the designated BOARD representative and Sub-Contractors prior to work in this area;
- Perform regular inspection of the work to monitor adherence to the applicable *Designated Substance Regulation* and work plan;
- Take immediate action to ensure that non-compliance with the *Designated Substance Regulation* and/or the work plan, which places the Contractor's Sub-contractor's or BOARD employees at risk of exposure to designated substances, is addressed;
- Document the results of inspections; and
- Notify the BOARD's representative immediately, by phone or fax, if non-compliance is noted. Otherwise, provide copies of inspection reports weekly to the BOARD's representative.

#### **4.34 HAZARDOUS WASTE**

Where a waste designated as "hazardous waste" with *O. Regulation 558*, made under the *Environmental Protection Act*, will be generated during the Work, the Contractor shall:

- In the case of PCB waste, propose a safe handling plan for the handling, storage or disposal (where possible) of the waste for review and approval by the BOARD's representative prior to proceeding with the work. The Contractor will secure permits, where necessary and appropriate;
- In the case of other hazardous waste generated by Contract Work, (a) register the project as a hazardous waste site prior to starting work, unless the BOARD is already registered as a generator of such waste and has agreed to arrange for its disposal and (b) provide the BOARD a copy of the Generator Registration confirmation from the Ministry of Environment;
- Ensure and document that all hazardous waste removed from the site is sent to a licensed waste disposal site by a licensed carrier;

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- Retain copies of all hazardous waste manifests on file at the work site for the duration of the contract; and
- Provide copies of all hazardous waste documentation to the BOARD's representative, upon request.

**4.35 PROTECTIVE CLOTHING, EQUIPMENT AND DEVICES**

The Contractor shall maintain on-site compliance with all sections of the *Regulations for Construction Projects*, which outline requirements respecting protective clothing, equipment and devices.

The Contractor shall ensure that all visitors to the site wear the approved safety boots and other equipment as required.

**4.36 FALL PROTECTION**

The Contractor shall maintain on-site compliance with requirements of the *Regulations for Construction Projects* and the *Regulations for Industrial Establishments* regarding fall protection.

**4.37 HOUSEKEEPING**

The Contractor shall implement a daily job site cleanup program for all trades to maintain the work site in a tidy and safe condition.

All work area, stairways and walkways are to be kept clean and free of obstructions.

Material must be piled or stacked in an orderly manner.

The Contractor is responsible for ensuring that adequate fire extinguishing equipment is available, in place, regularly inspected and full charged.

**4.38 SIGNAGE**

The Contractor must comply with the signage requirements of the *Regulations for Construction Projects*.

The Contractor shall post signs in prominent locations and in sufficient numbers to warn workers of a hazard on a project.

The Contractor shall post signage restricting access to authorized personnel only and ensure that site access is strictly controlled.

**4.39 CONFINED SPACE**

The Contractor shall ensure if the work involves entering a confined space that procedures as required by the *Regulations for Construction Projects* are followed. Proof of competency of workers entering confined spaces must be available for review by the BOARD's representative, if requested.

**4.40 PUBLIC WAY PROTECTION**

The Contractor must ensure that appropriate measures are taken to protect the general public throughout the course of the work. Where necessary, covered ways for public passage must be provided.

**4.41 ACCESS / EGRESS**

The Contractor must ensure that stairs and landings are designed, constructed, installed and maintained in a manner consistent with the "Stairs and Landings" requirements of the *Regulations for Construction Projects*.

**4.42 STAIRS / LANDINGS**

The Contractor must ensure that stairs and landings are designed, constructed, installed and maintained in a manner consistent with the "Stairs and Landings" requirements of the *Regulations for Construction Projects*.

**4.43 LADDERS**

The Contractor must ensure that ladders are designed, constructed, installed and maintained in a manner consistent with the "Ladders" requirements of the *Regulations for Construction Projects*.

**4.44 GUARDRAILS / PROTECTIVE COVERINGS**

The Contractor must ensure that guardrails and protective coverings are designed, constructed, installed and maintained in a manner consistent with the "Guardrails and Protective Coverings" requirements of the *Regulations for Construction Projects*.

Adequate provision for the protection of workers must be established if guardrails and/or protective coverings are temporarily removed.

**4.45 INSTRUCTIONS, CHANGES, EXTRAS**

All materials and equipment which are called for in the plans or in the specifications by trade name or the name of a manufacturer, or by catalogue

reference, are the materials or equipment which shall be supplied and installed by this contractor.

All instructions or changes given to the contractor by the Board must be made in WRITING.

No additional monies shall be paid for work performed on verbal direction.

#### **4.46 CLAIMS FOR EXTRAS**

If a change or extra work is contemplated or requested in writing the contractor will submit an itemized quotation showing material and labour costs, mark-up, profit, etc. including the amount of GST applicable, for review by the Owner. A change order will be issued to the contractor for authorized quotations. Work covered by these change orders shall not commence prior to receipt of the change order.

#### **4.47 FINAL INVOICES AND PAYMENTS**

The Board will make monthly progress payments for the value of work completed during that period less a 10% holdback as required by the Construction Lien Act (Ontario). The holdback will be released 45 days after completion of the project as required by the Construction Lien Act (Ontario).

Before the final invoice is paid, the Contractor shall provide the Board with the following documentation:

- Statutory Declaration as required under the Construction Lien Act (Ontario),
- Certificate of Clearance from the Workers' Compensation Board, and
- All written guarantees, instructions for operators, as-built drawings, mechanical and electrical manuals and maintenance manuals.

#### **4.48 WELDING AND CUTTING**

The Contractor must ensure that the "Cutting and Welding" requirements of the *Regulations for Construction Projects* are complied with.

Welding and cutting tasks and "hot work" shall be carried out in accordance with CAN/CSA 117.2 – M87, noting particularly the safety, training and supervisory requirements.

When welding or cutting must be done in a location not designated for this purpose, inspection and authorization shall be required in writing (Hot Work Permit) before any such operation commences. The permit shall be issued by an

experienced fire safety supervisor or his/her appointee, who shall have inspected the work area and confirmed that all necessary precautions have been taken to prevent a fire. For elaboration on basic and special precautions, see NFPA pamphlet 51B. This document contains an illustration of a typical permit.

#### **4.49 SCAFFOLDING AND WORK PLATFORMS**

Scaffolding must be designed and constructed in conformance with requirements of the *Regulations for Construction Projects* and the latest version of CSA S269.2.

The Contractor shall ensure compliance with the requirements of the *Regulations for Construction Projects and the Regulations for Industrial Establishments* with respect to “Elevating Work Platforms”.

#### **4.50 ELEVATING WORK PLATFORMS**

The Contractor shall ensure compliance with the requirements of the *Regulations for Construction Projects* and the *Regulations for Industrial Establishments* with respect to “Elevating Work Platforms”.

#### **4.51 CRANES, HOISTING AND RIGGING**

The Contractor shall ensure compliance with the “Cranes” Hoisting and Rigging” requirements of the *Regulations for Construction Projects*.

The Contractor shall make available for inspection by the BOARD’s representative all log books, inspection records detailing repairs, modification and tests for cranes or similar hoisting devices.

#### **4.52 ELECTRICAL / MECHANICAL HAZARDS AND LOCKOUT**

The Contractor shall ensure that qualified competent workers, as specified in the *Regulations for Construction Projects*, perform all work on or near electrical equipment or installations.

The Contractor shall ensure that all electrical equipment in use during performance of the work is appropriately designed, located, and inspected so as to prevent a hazard to workers or the public.

The Contractor shall ensure that all workers performing work on or near electrical equipment and/or installations are provided with, and use, appropriate personal protective equipment.

The Contractor shall comply with requirements of the *Regulations for Construction Projects* and *Regulations for Industrial Establishments* respecting electrical hazards.

#### **4.53 ROOFING**

The Contractor shall comply with the “Roofing” requirements of the *Regulations for Construction Projects*.

The Contractor shall follow the Safety Guidelines for roofers issued by the Construction Safety Association of Ontario.

#### **4.54 DEMOLITION AND DAMAGED STRUCTURES**

The Contractor shall ensure that damaged structures are appropriately braced and shored and that such safeguards as are appropriate are provided to prevent injury.

The Contractor shall take appropriate steps to protect workers and the public during demolition work.

Demolition of structures of buildings must be performed in the manner described in the “Demolition and Damaged Structures” sections of the *Regulations for Construction Projects*.

#### **4.55 EXCAVATION AND TRENCHES**

The contractor shall establish and maintain work site compliance with the “Excavations” requirements of the *Regulations for Construction Projects*, including provisions related to entry and not working alone, soil types, precautions concerning services, protection of adjacent structures, general requirements and support systems.

The Contractor shall provide for review by the responsible individual an excavation plan showing proposed excavations or trenching on site indicating depths, safety measures to be taken and potential obstacles.

The Contractor shall coordinate and monitor the work of all trades involved in trenching-related work on the project.

If an excavation affects the stability of an adjacent structure, the Contractor shall obtain, at his/her own cost, the services of professional engineer who will specify



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in writing precautions to be taken to protect the structure affected. This record shall be maintained on site and strictly adhered to during the work.

A professional engineer shall design prefabricated, hydraulic or engineered support systems and a record, including the capability of each device, shall be maintained on site.

**4.56 TUNNELS, SHAFTS, CAISSONS AND COFFERDAMS**

The Contractor shall ensure compliance with the “Tunnels, Shafts, Caissons and Cofferdams” requirements of the *Regulations for Construction Projects* during the performance of the work.

**4.57 WORK IN COMPRESSED AIR**

The Contractor shall ensure compliance with the “Working in Compressed Air” requirements for the *Regulations for Construction Projects* during the performance of the work.

# 2018-T-20 - Renovations to St. Joseph CES - Douro

Opening Date: March 29, 2018 3:00 PM

Closing Date: April 26, 2018 3:00 PM

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## 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. In lawful money of Canada.

## Pricing

Canadian funds, including Provincial Sales and excise taxes, customs duties, freight, exchange, and all charges applicable to the Place of the Work.

The Stipulated Price does not include such value-added taxes as the Harmonized Sales Tax (H.S.T.).

Description	QTY	Lump Sum Price *	Total Price Before Taxes	
Renovations to St. Joseph CES in Douro	1			*
Subtotal Contract Amount:				

## Summary Table

Bid Form	Amount
Pricing	
Subtotal Contract Amount:	

## References

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

## References

In the event of a tie score for the highest ranked submissions, reference checks may be used to break the tie.

Bidders must provide a minimum of three (3) references with their submissions. School BOARD references would be an asset.

The BOARD, in its sole discretion, may confirm the Bidder's experience and/or ability to provide the deliverables required and described in its tender by checking the Bidder's references.

Description of Project/Work	Project Amount and Date	Client Name, Contact Name & Number	
			*
			*
			*

## Documents

Ensure your bid submission document(s) conforms to the following:

1. Documents should be in PDF format and be compatible with Adobe version 5 or higher. Documents may also be submitted in Microsoft Word or Microsoft Excel format (version 2010 or 2013). Vendors should only submit these file types unless specifically requested to submit other file types that may be required for a specific proposal. If the board requires video or audio files do NOT upload video or audio files here. You may state a web address link in your bid submission or upload a document stating the web link for the PVNCCDSB staff to view and/or listen to.

2. Documents should NOT have a security password, as the PVNCCDSB Board staff may not be able to open the file.

3. The maximum file upload size is 500MB. To reduce the document size, Proponents may zip/compress files for upload. Also, if a vendor requires to upload more than one (1) document, the vendor may combine the documents into one zipped/compressed file, as per the instructions below. Zipped files must be named accordingly for the submission and must not be password protected.

4. When uploading a file please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".

5. It is the vendor's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the PVNCCDSB staff. The PVNCCDSB may reject any Bid where any document(s) cannot be opened and viewed by board staff.

- WSIB Certificate (required)
- Insurance Certificate (required)
- Additional Document (optional)

#### **BONDING AND BID DEPOSIT UPLOAD SECTION**

Refer to the bid document for the bonding and bid deposit requirements.

#### **Bonding Options**

Bidders shall submit with their on-line bid either a Digital copy (preferred) or Scanned copy of both the Bid Deposit in the amount of ten (10%) percent Bid Bond of the Sub Total Contract Amount, in one of the following two options:

**Option # 1A** Digital Bid Bond & Undertaking to Bond (preferred by the owner)

**Option # 2A** Scanned Bid Bond & Undertaking to Bond - (pdf)

The bid bond provided under Option 2A shall be scanned and uploaded in the appropriate field. The original bid bond shall be provided to the Board within 24 hours after the tender closing.

- CCDC 220 - 2002 Bid Bond & Agreement to Bond (required)

## Addenda, Terms and Conditions

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or Ninety (90) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. If the Bid is accepted, I/WE agree to furnish all required documentation, as required by the Bid Call Document(s) within Ten (10) Calendar Days after notification of Award.
6. I/We acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
7. I/We, certify that we are in full compliance with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarian's with Disabilities Act, 2005. If requested, we are able to provide written proof that all employees have been trained as required under the act. I/We shall be aware and sensitive to accessibility and disability issues.
8. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

### Conflict of Interest

The applicant shall declare any potential conflict of interest that could arise from applying for this this Pre-qualification. The Company and any of the key personnel involved in this Pre-qualification must disclose any factors (e.g. family relationships) that would allow them to have a Competitive Advantage over the general public.

Do you have a potential conflict of interest to declare?

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.		