



**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

**REQUEST FOR TENDER**  
**T130-2016**

**Dust Collector Demolition – 2 School Locations**

**Closing: December 20, 2016 on or before 2:00 p.m. Local Time**

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# SECTION 1



## **Dufferin-Peel Catholic District School Board**

40 Matheson Boulevard West, Mississauga, Ontario L5R 1C5 ~ Tel: (905)890-1221 ~ Supply Chain Management Fax: (905)890-0483

### **GENERAL INSTRUCTIONS:**

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

- **All QUOTE(s)** bid responses should be faxed back to the Board at 905-890-0483 on/or BEFORE local time as specified on the quote. Quotes can also be received at the Board Bid Box, located at the Catholic Education Centre, Sealed in an envelope, on/or before the specified local closing time of the bid. The Board is not responsible for bids which have not been properly identified.
- **All TENDERS/REQUEST FOR PROPOSALS** original bids(hard copy, complete with all enclosed/required documentation) must be received at the Board Bid Box, located in reception at the Catholic Education Centre, sealed with the attached envelope sheet on the outside of your package on/or BEFORE the specified local closing time of the bid. Submissions in any other form (i.e. telephone, facsimile) will NOT be accepted. The board is NOT responsible for bids which have not been properly identified.
- Construction/Renovations bids will be advertised in the Daily Commercial News [www.dailycommercialnews.com](http://www.dailycommercialnews.com)
- It is the sole responsibility of each potential vendor, past or present, to register with [www.biddingo.com/dpcdsb](http://www.biddingo.com/dpcdsb). The Board is not responsible for any potential vendor, past or present, not being aware of any or all business opportunities.

**NOTE: All QUESTIONS & ANSWERS will be posted as an AMENDMENT on [www.biddingo.com/dpcdsb](http://www.biddingo.com/dpcdsb) within 48 business hours after question deadline time and date.**

**The main entrance to the Catholic Education Centre of the Dufferin-Peel Catholic District School Board is a controlled entrance, and it is the Bidder's responsibility to allow ample time to reach the Reception desk, Bid box at 40 Matheson Blvd West, Mississauga, Ontario. Therefore please allow for service and weather disruptions.**



**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

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

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

**REQUEST FOR TENDER**

VENDOR NAME (Please Print)

DATE: \_\_\_\_\_

TENDER NUMBER: \_\_\_\_\_

TOTAL NO. OF PAGES: \_\_\_\_\_

CLOSING DATE: \_\_\_\_\_ @ \_\_\_\_\_ (on or before, local time)

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

TENDER FOR: \_\_\_\_\_

**Conditions of Tender**

1. Tenders must be completed on the forms provided. Tenders not completed as requested may be rejected by the Board acting in its absolute discretion.
2. Alternative products of equal quality may be considered, provided that full specifications for these alternatives are included with the tender as well as references to verify your opinion, and taking into consideration end use costs.
3. The Board shall not be obligated to accept the lowest, or any, tender in whole or in part thereof and reserves the right to re-bid or cancel the project in its entirety.
4. Where applicable, Harmonized Sales Tax must be shown separately as extra in accordance with Canadian and Provincial Government regulations. Please specify when prices are quoted under Tariff Item 696.
5. The life of this contract shall be from: \_\_\_\_\_
6. Tender prices shall remain in effect for the duration of the contract period. However, any decrease in prices must be provided to the Board immediately.
7. Electrical equipment on this tender must be C.S.A. and/or Ontario Hydro approved prior to delivery.
8. The bidder shall have satisfactorily fulfilled all relevant obligations as required under the Terms and Conditions of any previous award including, without limitation, the provision of goods and/or services for the entire term of the contract awarded, in order to be considered as an acceptable bidder.
9. Samples, when requested, should be forwarded to an area designated by the Buyer, clearly marked with the name of the bidder and the item number to which it refers. All samples become the property of the Board.
10. The Board will not be responsible for the loss of any samples, nor will the Board be responsible for any damage to samples, including damage incurred while testing same.
11. Warranties shall become effective the day school commences, or when equipment is placed in use.
12. Unless otherwise stated, all shipments are to be DELIVERED PREPAID F.O.B. DESTINATION.
13. Any material received in a damaged condition must be replaced immediately by the vendor. The Board will not bear any portion of the cost of such replacement.
14. Any material and/or work ordered which, in the opinion of the purchaser, does not completely fulfill the specifications, or is not as sample previously submitted, must be removed at the expense of the vendor and be replaced immediately with the material and/or work which fulfills the specifications or sample quality.
15. The laws of the Province of Ontario shall govern in any dispute occasioned through the performance or non-performance and/or workmanship from this tender.
16. The vendor shall indemnify and save harmless the Board, its officers and employees from and against all claims relating to labour and/or materials furnished as a result of this tender.
17. No order will be recognized unless issued on the Board's official Purchase Order, duly signed by the Supply Chain Manager or a Buyer.
18. If the requested delivery schedule cannot be met, the Board reserves the right to cancel the order.
19. This tender will be accepted or rejected by the Board within sixty (60) days of the closing date of the tender.
20. Payment will be made only to the vendor with whom an order is placed.
21. The validity and interpretation of this tender, and of each clause and part thereof, shall be governed by the laws of the Province of Ontario. In addition, the requirements outlined in the Board's Supply Chain Management

Policy/Regulation and Procedures, Policy 5.30 shall apply for all procurement processes conducted to secure goods and services as defined therein.

22. In the event of a discrepancy in the price, the unit tender price shall govern.
23. Tenders not conforming to these conditions may be disqualified on the basis of ambiguity at the sole discretion of the Board.
24. The vendor declares that the tender is not made in connection with any other vendor submitting an offer for the same goods or services, and is in all respects fair and without collusion or fraud.
25. Alternate terms or conditions submitted by the vendor shall be considered NOT APPLICABLE.
26. Any quantities indicated are estimates only and the Board is merely providing a usage established over the past year. The quantities are furnished without any liability to the Board.
27. In all cases of misunderstanding and disputes, verbal arrangements will not be considered, but the bidder(s) must produce written authority in support of their contentions, and shall advance no claim in the absence of such written authority, or use, or attempt to use any conversation with any parties against the Board or in prosecuting any claim against the Board.
28. It is the responsibility of the bidder to obtain clarifications from the contact listed in the specifications before submitting the tender (i.e. any facts or conditions) which in any way conflict with the spirit of the tender documents.
29. In the event of Bankruptcy or Receivership by the Bidder, the Board reserves the right to cancel the contract.
30. Should the Board fail to appropriate funds to enable continued payment of multi-year contracts/purchase orders, the Board may cancel the contract without termination charges, provided the successful bidder(s) receive thirty (30) days written notice of such termination from the Board.
31. The Bidder represents and warrants that the Bidder is not a party to any suits, actions, litigation proceedings, or claims by or against or otherwise involving the Board, and the current Bidder. The Bidder acknowledges that the Board, will reject the bid in view of current, pending or threatened litigation, arbitration, alternative dispute resolution or disputes involving the Board, and the Bidder.
32. In addition to the preceding paragraph, the proponent, by submitting a bid, agrees that it will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the proponent in preparing its bid for matters relating to the agreement or in respect of the competitive process, and the proponent, by submitting a bid waives any claim for loss of profits if no agreement is made with the proponent.
33. The undersigned represents and warrants that the goods and/or services supplied pursuant to this bid will be manufactured and/or supplied under such conditions which do not contravene the Ontario Human Rights Code or the minimum standards of Ontario workplace legislation and regulations or are otherwise unethical. In the event in the opinion of the Board, the supplier is in breach of the foregoing representation and warranty, the Board may cancel the award or any such subsequent contract entered into between the Board and supplier pursuant thereto.
34. The Vendor covenants and agrees to ensure that goods/services provided hereunder during the term of this agreement are consistent with the Ontarians Disabilities Act, 2001 and the Accessibility for Ontarians with Disabilities Act, 2005 and their respective regulations.

Buyer: \_\_\_\_\_

Supply Chain Manager: \_\_\_\_\_

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

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

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

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

VENDOR NAME: \_\_\_\_\_

DATE \_\_\_\_\_ 20 \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ TITLE \_\_\_\_\_

PERSON TO CONTACT: \_\_\_\_\_ (Please Print)

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ CELLULAR NUMBER: \_\_\_\_\_

## **Dufferin-Peel Catholic District School Board**

**40 Matheson Boulevard West, Mississauga, ON, L5R 1C5, Tel: (905) 890-1221 Fax: (905) 890-0483**

### **INSTRUCTION TO BIDDERS**

1. Please read "Terms and Conditions" of this Bid and all other documents carefully.
2. All information asked, and all prices, must be shown on the original Bid documentation and become part of this Bid.
3. Original Bid forms must be properly signed in ink, dated, terms indicated as required, and returned with your original Bid prices. The Board hereby consents to the use of an electronic signature for the signing of all documents requested hereunder. Acceptable forms of electronic signatures include, but are not limited to, the typing of the Bidder's authorized signing officer's name or the inclusion of an image of the Bidder's authorized signing officer's signature, so long as the electronic signature is sufficient to identify the Bidder authorized signing officer. The Bidder's authorized signing officer agrees that whatever form of electronic signature is provided constitutes a signature for the purposes of executing all documents requested hereunder.
4. All Vendor Applications must be filled out on-line at [www.biddingo.com/dpcdsb](http://www.biddingo.com/dpcdsb) in their entirety. Vendor Certification will not take place until completed.
5. Original Bid forms not completed in the prescribed manner may be considered **INVALID**.
6.
  - a) Original Bids must be received at the Board Bid Box, located in **Reception** at the **Catholic Education Centre**, sealed with the envelope sheet attached on the outside of your package on/or **BEFORE** the local specified closing time of this Bid. Submission in any other form (e.g. telephone, facsimile or other form of electronic communication) will NOT be accepted. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the Electronic Commerce Act, 2000, c.17 any statement, submission, or other document submitted in respect of this request may not be validly delivered by way of electronic communication, unless otherwise provided for in this request. The Board is not responsible for Bids which have not been properly identified. The Board is not responsible for documents delivered by courier. If a Bidder wishes to obtain a time stamped acknowledgement of receipt, it must provide its own form and make such request upon submission of the Bid.
  - b) Bids shall be addressed to:  

Dufferin-Peel Catholic District School Board  
Attention: Supply Chain Management  
40 Matheson Blvd. West  
Mississauga, Ontario L5R 1C5  
For Deposit in Bid Box  
(located in the Reception area)
  - c) It is the sole responsibility of the Bidder to ensure a Bid is delivered on time. Bids received after the stated time, for any reasons whatsoever, will be declared late and returned unopened to the Bidder.
  - d) The Board's representative (receptionist) shall, subject to the Bid being received prior to the time of closing, time and date stamp the Bid, initial it, and deposit it in the locked Bid box. A Bid received after the time and date of closing shall be rejected.

---

Signature

**DECLARATION OF DISCLOSURE**

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

- (a) in relation to the Bid process, the undersigned has an unfair advantage or engaged in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including
  - (i) having or having access to information in the preparation of the undersigned’s Bid that is confidential to the Board and not available to other bidders;
  - (ii) communicating with any person with a view to influencing preferred treatment in the Bid process, or
  - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair,

**or**

- (b) in relation to the performance of the work, services or contractual obligations, the undersigned’s other commitments, relationships or financial interests;
  - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the undersigned’s independent judgements, or
  - (ii) could or could be perceived to compromise, or impair or be incompatible with the effective performance of the undersigned’s work, services or contractual obligations.

THE UNDERSIGNED DECLARES that, having read and understood the provisions of this Declaration of Disclosure, the undersigned hereby confirms, to the best of the undersigned’s knowledge and belief:

- there are no actual or potential conflicts of interest with respect to the work, services or contractual obligations to be performed by the undersigned; or**
- the following are details or actual or potential conflicts of interest of which the undersigned is aware:**

- .....
- .....
- .....
- .....
- .....
- .....

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

Signature of Authorized Signing Officer \_\_\_\_\_

Printed Name of Authorized Signing Officer \_\_\_\_\_

Position \_\_\_\_\_

Name of Firm \_\_\_\_\_

Date \_\_\_\_\_



**Dufferin-Peel Catholic District School Board**  
**40 Matheson Blvd. W.**  
**Mississauga, Ontario L5R 1C5**  
**Tel.: 905-890-1221 Fax: 905-890-0483**

**AGREEMENT TO ABIDE BY ESTABLISHED PROCESS**

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

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

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

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

\_\_\_\_\_  
Company Name

Accepts, and undertakes to ensure compliance with the terms of the Agreement to Abide by the Established Process.

\_\_\_\_\_  
Signature of Responsible officer





**FOR DEPOSIT IN TENDER BOX (RECEPTION)**

**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD  
40 MATHESON BLVD. WEST  
MISSISSAUGA, ONTARIO  
L5R 1C5**

TENDER/PROPOSAL: \_\_\_\_\_

NUMBER: \_\_\_\_\_

CLOSING DATE: \_\_\_\_\_

CLOSING TIME: \_\_\_\_\_ (on or before, local time)

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD**

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

• Tel: (905) 890-0708 • Fax: (905) 890-0483

**NO BID FORM**

**We are unable to bid at this time but would like to remain on your Vendor List.  
(Please state the reason for not submitting a bid.)**

**TENDER/PROPOSAL/QUOTE:** \_\_\_\_\_

**NUMBER:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**CELLULAR TELEPHONE NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**INTERNET WEBSITE:** \_\_\_\_\_

**REASON FOR NOT BIDDING** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# SECTION 2

The Dufferin-Peel Catholic District School Board invites **bids** for the purpose of acquiring Saw Dust Collector Demolition work at St. Matthew Elementary School & St. Vincent de Paul Elementary School.

### **INTRODUCTION**

The Dufferin-Peel Catholic District School Board is one of largest and most diverse school districts in Ontario, serving 1,213,841 residents over 2,670 square kilometres. The Board currently operates 149 Catholic schools (123 elementary and 26 secondary) throughout Mississauga, Brampton, Caledon and Orangeville, with a student enrolment of approximately 84,000. In addition, approximately 47,000 students are enrolled in the Board's Adult and Continuing Education Programs each year. With over 11,000 employees, the Board is also one of the largest employers in the Region. It is the goal of the Board to provide quality education to students in a setting which fosters Catholic values and beliefs.

**Vendors wishing to be considered must submit one (1) sealed copies of your bid to:**

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

**By: December 20, 2016 at 2:00 P.M. (on or before, local time) Reception, Bid Box**

The main entrance to the Catholic Education Centre of the Dufferin-Peel Catholic District School Board is a controlled entrance, and it is the Vendor responsibility to allow ample time to reach the Reception desk, Bid box at 40 Matheson Blvd West, Mississauga, Ontario. Therefore please allow for service and weather disruptions.

**PUBLIC OPENING - The Bid opening of Bid Submissions shall take place as soon as possible after the Closing Time for the submission of Bids. The names of those individuals conducting the Bid opening, the time and date of the opening, the names of the firms submitting a Bid, and the total Bid price of each Bidder will be recorded at the opening.**

### **MANDATORY REQUIREMENTS/GENERAL REQUIREMENTS**

#### **See Requirement Checklist – Section 3**

Vendor is to complete the checklist and confirm: Comply – Yes or No.

### **BID EVALUATION CRITERIA**

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

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

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

Information provided by a Vendor may be released in accordance with the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56 as amended. A Vendor should identify any information in its bid or any accompanying documentation for which confidentiality is to be maintained by the Board, by clearly marking same "CONFIDENTIAL".

The confidentiality of such information will be maintained by the Board, except where an order by the Information and Privacy Commission or a Court or other governmental authority having jurisdiction requires the Board to do otherwise. Notwithstanding the foregoing, prior to the Board's determination that any parts of this bid are to be disclosed as required by law, the Vendor shall be provided with written notice of the potential disclosure and accorded all rights that it may have in law including the right to challenge such disclosure.

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

#### **KEY PERSONNEL**

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

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

#### **PRICE PROTECTION**

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

**CONTRACT TERM: December 20, 2016 to February 28, 2017**

#### **TAXES**

All taxes considered extra to this bid.

#### **AUDIT**

The Board, its authorized representatives or an independent auditor identified by the Board may, at its own expense during business hours and upon two (2) days' notice to the Vendor, inspect and copy any recorded information in the custody or control of the Vendor, in any form: (i) provided by the Board to the Vendor, or provided by the Vendor to the Board; or (ii) created by the Vendor in the performance of its obligations hereunder.

The above-noted audit rights of the Board shall also apply to any permitted sub-contractors providing goods and/or services hereunder, and it shall be the responsibility of the Vendor to bind any permitted sub-contractors in this regard.

### **VENDOR APPLICATION**

All Vendor Applications must be filled out in their entirety. Vendor Certification will not take place until completed on-line at [www.biddingo.com/dpcdsb](http://www.biddingo.com/dpcdsb).

Bids are available via pdf technology by accessing our web site at: [www.biddingo.com/dpcdsb](http://www.biddingo.com/dpcdsb)

Construction/Renovations bids will be advertised in the Daily Commercial News: [www.dailycommercialnews.com](http://www.dailycommercialnews.com)

The Board relies on this Vendor Application to notify Vendors of potential opportunities and the Board is not obligated to notify past or present Vendors, contractors or service providers in any other manner.

### **TERMS OF CONTRACT**

All companies must follow the enclosed list of terms and conditions in order to be considered in this bid.

### **PAYMENT TERMS**

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

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

All charges against a Vendor shall be deducted from current obligations that are due or may become due. In the event that collections are not made in this manner, the Vendor shall pay the Board on demand, the amount of such charges.

### **DIRECT DEPOSIT**

Payment of invoice(s) from the successful Vendor(s) will be settled by Direct Deposit via Electronic Funds Transfer payments into the successful Vendor(s) bank account. The Vendor shall provide the Board with the required information to effect such payments.

### **FAILURE OR UNSATISFACTORY PERFORMANCE**

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

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

### **DISQUALIFICATION CLAUSE**

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

### **TERMINATION**

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

### **CODE OF CONDUCT**

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

### **FORCE MAJEURE**

Delays in or failure of performance by either party under the contract shall not constitute default there under or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to decrees of Government, acts of God, strikes or other concerted acts by workers, inability to procure materials or labour, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents, but lack of finances shall in no event be deemed to be a cause beyond a party's control.

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

### **SERVICE**

The Dufferin-Peel Catholic District School Board reserves the right to terminate the contract immediately should the Vendor fail to provide sufficient skilled forces to satisfy the expectations of the Board. The Board remains the final judge of these expectations.

### **UNIT QUANTITIES**

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

### **DELIVERY**

Time is of the essence for the delivery or provision of the goods and services requested herein. Failure to comply with the time schedule herein may result in the Board taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the Vendor, up to the time that the goods or services are delivered or provided. If such cost is not paid by the Vendor, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods or services by the specific time, the Board reserves the right to cancel the contract and charge back the difference between the contracted bid price and the acquisition cost of the alternate goods or services.

### **ENVIRONMENT**

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

### **MATERIAL SAFETY DATA SHEETS**

The Workplace Hazardous Material Information System (WHMIS) Regulation made under the Ontario Occupational Health and Safety Act requires that the Board obtain current material safety data sheets on products as indicated within the attached bid.

Please forward all Material Safety Data Sheets to:  
Dufferin-Peel Catholic District School Board  
40 Matheson Blvd. West  
Mississauga, ON, L5R 1C5  
Attention: Health and Safety Department

### **ASSIGNMENT/SUBCONTRACTING**

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

### **GUARANTEE**

Upon project completion and final Board acceptance, the Vendor shall issue the Dufferin-Peel Catholic District School Board a guarantee against defective workmanship and materials.

The Vendor guarantees to save the Board, its agents or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contract of which the Vendor is not the patentee, assignee, or licensee.

The Vendor guarantees to furnish adequate protection from damage for all work and to repair damage of any kind for which the Vendor or his workers are responsible, to the premises or equipment, to his/her own work or the work of other Vendors.

### **DEFECTIVE MATERIAL**

Items purchased in this bid which are later found to be defective or unsuitable for their intended use shall be returned to the Vendor. Such products will be subject to replacement **or upgrading at no additional charge** or 100% refund of the purchase price, and shall not be subject to any restocking charges.

### **UNDERSTANDING OF BID REQUIREMENT**

It is the responsibility of the Vendor to understand all aspects of the bid and to obtain clarification from the Board before submitting a bid. However, a bid may be rejected if not complete or the Board may waive any minor errors.



### **PREPARATION COSTS**

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

### **NEWS RELEASE/PUBLICITY**

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

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

### **PATENTS AND COPYRIGHTS**

The Vendor warrants that it holds the right to distribute the products and that all manufacturers' and distributor licenses, agreements and warranties are included.

### **DEFAULT BY THE VENDOR**

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

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

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

### **SETTLEMENT OF DISPUTES**

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

### **WORKPLACE SAFETY INSURANCE BOARD**

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

### **VENDOR'S RELATIONSHIP WITH THE BOARD**

All services will be performed by the Vendor.

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

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

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

### **INDEMNIFICATION AND INSURANCE**

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

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

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

- a) Commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 (Two Million Dollars) per occurrence. The policy is to include the following:
  - Indemnified Parties as additional insured with respect to liability arising in the course of performance of the Vendors obligations under, or otherwise in connection with the Contract;
  - Contractual liability coverage;
  - Cross-liability coverage;
  - Employers liability and Voluntary Compensation coverage (or the Contractor shall provide a valid clearance certificate of *Workplace Safety and Insurance Act* coverage);
  - Product and completed operations coverage;
  - 30 day written notice of cancellation, termination or material change.

- b) Automobile Insurance – Two Million Dollars (\$2,000,000.00) of business automobile liability insurance and, if necessary, umbrella liability insurance for owned, hired and non-owned vehicles covering bodily injury and property damage.

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

#### **RIGHT TO AMEND**

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

#### **ADDENDUM/REVISIONS**

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

#### **RESERVED RIGHTS**

The Board reserves the right to:

- (a) exercise any of the rights set out in the bid;
- (b) make public the names of any or all Vendors;
- (c) request written clarification or the submission of supplementary written information from any Vendor and incorporate a Vendor's response to that request for clarification into the Vendor's response;
- (d) meet with some or all Vendors to discuss aspects of their submissions;
- (e) verify with any Vendor, or with a third party, any information set out in a submission;
- (f) check references other than those provided by any Vendor;
- (g) disqualify any Vendor whose submission contains misrepresentations or any other inaccurate or misleading information;
- (h) waive any information or irregularity (whether material or immaterial) at the Board's discretion (without this bid being considered to be amended);
- (i) disqualify any Vendor or the submission of any Vendor who has engaged in conduct prohibited by this bid;
- (j) disqualify any Vendor whose capacity, integrity, or financial ability is, or whose previous experience with the Board has been unsatisfactory to the Board in its sole and unfettered discretion;
- (k) make changes, including substantial changes, to this bid in the manner set out herein;
- (l) cancel this bid process at any stage;
- (m) cancel this bid process at any stage and issue a new bid for the same or similar deliverables;
- (n) reject any or all bids at the Board's sole discretion;
- (o) select only one Vendor or two or more Vendors as Preferred Vendors;
- (p) if only one submission is received, elect to negotiate or not negotiate an agreement with the Vendor;

- (q) terminate negotiations of a contract with any Preferred Vendor at any time and for any reason without liability to such Vendor.

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

**SCHEDULE OF EVENTS**

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

**CONCLUSION**

Enquiries regarding the bid must be directed in writing to:

**Sonia Antic, Buyer**  
c/o Dufferin-Peel Catholic District School Board  
40 Matheson Blvd. West  
Mississauga, ON, L5R 1C5  
Telephone number: (905) 890-0708 Ext. #24256  
Fax Number: (905) 890-0483  
Email: [sonia.antic@dpcdsb.org](mailto:sonia.antic@dpcdsb.org)

**By: December 13, 2016 @2:00 P.M. (on or before local time)**

**Requests received after this date and time will not be addressed.**

All QUESTIONS & ANSWERS will be posted as an AMENDMENT on [www.biddingo.com/dpcdsb](http://www.biddingo.com/dpcdsb) within 48 business hours after question deadline time and date.

# SECTION 3

Please indicate on each line your agreement to comply with these requirements

		COMPLY	
		YES	NO
<b><u>MANDATORY REQUIREMENTS</u></b>			
1	The Bidder will include a Bid Bond in the sum of \$10,000 (Ten Thousand CAD Dollars) made out in the name of the Dufferin-Peel Catholic District School Board, as well as an Agreement to bond from an approved Bonding Company stating that the Bonding Company will issue a 50% Performance Bond and a 50% Labour and Material Payment Bond, if the submitted bid price is successful and the Board awards the Contract to bidder		
<b><u>GENERAL REQUIREMENTS</u></b>		<b>COMPLY</b>	
		<b>YES</b>	<b>NO</b>
1	Items to be supplied and constructed in this bid are requested by the Plant Department designate as per specified drawings and details provided within this package, Document 00200- Instruction to Bidders, Document 00410- Form of Tender and all Specifications, Drawings - Appendix A and B and any addendums issued. During the tender process the Bidder is required to perform all the work and supply all items listed within this bid in the General Specifications, Drawings and Details. No partial bids will be accepted.		
2	<b>The construction sites address is as follows:</b> <b>St. Matthew Elementary School 280 Kingsbridge Garden Circle, Mississauga, Ontario L5R 1L3</b> <b>St. Vincent de Paul Elementary School 665 Willowbank Trail, Mississauga, Ontario L4W 3L6</b>		
3	All work will be assigned by a Board authorized designate and may be directly supervised by Board appointed Project Management Firms for one (1) or more of these projects.		
4	The contract is intended to be awarded to one (1) Pre-Qualified General Contractor who is a Vendor of Record only.		
5	The Board reserves the right to add or delete items with in this bid as it feels is necessary. Credits and extras will be determined by the Board authorized designate and the successful bidder. It also reserves the right to cancel the bid if the project is greater than the anticipated budget cost.		
6	The Bidder should factor all pricing of items to include, but not limited to the following: labour (crew), trucks, equipment, travel time, mileage, tolls and materials. No mobilization costs will be charged to the Board.		
7	The Bidder shall follow all safe industry practices in regards to commercial construction standards.		
8	Please review carefully all drawings, specification documents, and addendums for detailed requirements.		
9	The Bidder will be responsible for co-ordinating and paying of all locates for all major utilities and private utilities, prior to commencing any digging at the site(if required). All building inspections or additional permits (ESA or TSSA) will be the responsibility of the Bidder. (no costs will be carried forward to the Board)		
10	The Bidder is to comply with "Hot works permit process" for any work or process potentially generates high heat, spark, or open flame. This includes tools used in order to complete the installation of anything within the specifications. The permits will be provided to by the Board for the Bidders to complete. Completed forms should be submitted with any invoices. <b>See Appendix B</b>		
11	The successful Bidder is required to check the designated substances binder located in the main office of facility before any work commences. Should anything be of concern, it is to be brought to the attention of the Board designate immediately and no further work is to be carried out.		

Please indicate on each line your agreement to comply with these requirements

		COMPLY	
		YES	NO
12	The Bidder should also factor for heated winter coverings for exterior repair work, as the work may be carried out during a period of time where the temperature may be below 0 degrees Celsius. No additional charges will be charged to the Board for these additional coverings and heating. If propane tanks are intended to be used for heating, the Bidder is to notify the Board Designate and discuss procedures on tank placement and security requirements as this too will be the part of the costing within the final bid price submitted. Extras will not be charged for weather enclosures and related costs.		
13	All quoted quantities are to be made upon the Document 00410 Form of Tender provided and is to be signed by the Bidder and witnessed. The Bidder is to provide the sum for the work in figures.		
14	The Bidder acknowledges and is to comply with all the terms and conditions of the amendments as outlined in the Supplementary Conditions to the <b>Canadian Construction Document, CCDC 2-2008 -Document 00800.</b>		
15	The Bidder acknowledges that they are familiar with the site and all site conditions. All interested bidders are welcome to a scheduled site visits with the Board's Consultant on: <b>Friday December 9, 2016. St. Matthew - 3:00PM and St. Vincent de Paul 4:00PM at the Main Entrance.</b>		
<b>REQUESTED DOCUMENTS TO BE SIGNED &amp; RETURNED</b>		<b>YES</b>	<b>NO</b>
Request for Tender			
Instructions to Bidders			
Agreement to Abide by Established Process			
Declaration of Disclosure			
Bid Forms completed & signed.			
Requirement Checklist completed and signed			
Company Name:			
Signature:			
Name(please print):			
Date:			

# SECTION 4



# APPENDIX A

Instructions to Bidders  
Form of Tender  
General Instructions  
Drawings

**INSTRUCTIONS TO BIDDERS**

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**1. INSTRUCTIONS TO BIDDERS**

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

**1.1. DEFINITIONS**

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

**1.2. DESCRIPTION**

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

**1.3. CONTRACT DOCUMENTS**

- 1.3.1. Consult the Documents consisting of the following:

- 1.3.1.1. Form of Tender\* Document 00300
- 1.3.1.2. Instructions to Bidders Document 00100
- 1.3.1.3. General Instructions Document 01010

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

## INSTRUCTIONS TO BIDDERS

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### And

- 1.3.1.4. Specifications as listed in the Specification Table of Contents prepared by the Architect and Sub-Consultants.
- 1.3.1.5. Drawings as listed in the Drawing Index and Detail Sheets as listed in the Detail Sheet Index and as applicable - prepared by the Architects and Sub-Consultants.
- 1.3.1.6. Any Addenda issued prior to the closing of Bid Submissions.

### 1.4. BID SUBMISSION (TENDER)

- 1.4.1. The Bid Submission is to be submitted on the *Form of Tender*, Document 00300 and shall be known as the Bid Submission.
- 1.4.2. The Contractor must note that the Bid Submission (*Form of Tender*) requires the inclusion of the Contractor's *Bid Bond* and *Agreement to Bond*.
- 1.4.3. Sealed "Stipulated Sum Tender" submitted on the *Bid Submission Forms* for the Work as described in the specifications and/or as shown on the accompanying drawings, including all Addenda issued prior to the closing of Bid Submissions, will be addressed to, and received by the Board, at:  

The Catholic Education Centre, Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West, Mississauga ON L5R 1C5
- 1.4.4. **(Not Applicable)**
- 1.4.5. **(Not Applicable)**
- 1.4.6. **(Not Applicable).**
- 1.4.7. **(Not Applicable)**
- 1.4.8. All blanks in the *Form of Tender* shall be fully completed or the Bid Submission may be invalidated and may, *at the discretion of the Board*, be rejected.

**INSTRUCTIONS TO BIDDERS**

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- 1.4.9. The *Form of Tender* must be signed by the appropriate officers of the Contractor's firm. Incorporated companies shall affix their corporate seal under the hands of their authorized officers.
- 1.4.10. Drawings and Specifications shall be returned to the Consultants within ten (10) days of closing as identified above. A second copy of the *Form of Tender* may be retained by the Bidder.
- 1.4.11. Bid Submissions shall be valid for (sixty [60]) calendar days from the date of closing as identified above.

**1.5. MECHANICAL AND ELECTRICAL SUB-CONTRACT BIDS**

- 1.5.1. Mechanical and Electrical bids are to be submitted directly to the Contractor Bidders.

**1.6. SUPPLEMENTARY INFORMATION FORM & SUPPLEMENTARY CONDITIONS FORM  
(SECTION RESERVED)**

**1.7. MECHANICAL AND ELECTRICAL SUPPLEMENTARY BID SUBMISSION FORMS  
(SECTION RESERVED)**

## INSTRUCTIONS TO BIDDERS

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### 1.8. BOARD

1.8.1. The "Owner" of the project is:

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

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

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

### 1.9. ARCHITECT

1.9.1. The Prime Consultant (Engineer) on this project is identified in the Contract Documents.

### 1.10. CONSULTANTS

1.10.1. No Sub-Consultants on this project.

### 1.11. SECTION RESERVED

### 1.12. SECTION RESERVED

### 1.13. BID SUBMISSION REJECTION

1.13.1. The Board reserves the right to reject any or all proposals submitted, without explanations, and to waive any informality in same. ***The lowest or any Bid Submission shall not necessarily be accepted.***

INSTRUCTIONS TO BIDDERS

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**1.14. SUB-CONTRACTORS**

- 1.14.1. The Contractor Bidders are required to submit, on the *Form of Tender*, the names of the Mechanical and Electrical Sub-Contractors and the amount of their Bid that each Contractor Bidder proposes to use on this Project.
- 1.14.2. The Bidder shall name in this list the Sub-Contractors proposed to perform the Work under the Contract. No substitutions to these lists shall be made without the written approval of the Consultants.
- 1.14.3. Other than the Mechanical/Electrical Sub-Contractors, the selection of all other Sub-Contractors must be acceptable to the Board and to the Consultants. If the required substitution of a Sub-Contractor affects the sub-tender price, an adjustment will be made in the amount of the Bid Price only by the amount of the difference in sub-prices, without additional overhead or profit to the Bidder.
- 1.14.4. If the Bidder proposes to do Work with persons directly in the Contractor's employ, and not sub-contract the Work, then the Bidder shall insert the words "*Contractor*" **provided** that the Bidder can submit proof that his forces have had extensive experience in this field of endeavour.
- 1.14.5. Sub-Contractors shall be actually engaged as their own recognized business, in the line of Work required by the specifications and shall carry out themselves the Work which they are awarded by subcontract. They shall not be permitted to re-subcontract their Work or portions thereof, to other contractors. THIS INCLUDES SHOP DRAWINGS.

**1.15. UNIT PRICES**

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

## INSTRUCTIONS TO BIDDERS

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### 1.16. COMPLETION DATE

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

### 1.17. OCCUPANCY REQUIREMENTS

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

### 1.18. BID BOND, PERFORMANCE BOND, LABOUR & MATERIAL BOND/MAINTENANCE BOND

- 1.18.1. Each Bid Submission shall be accompanied by a Bid Bond and Agreement to Bond in the most recent form approved by the Canadian Construction Association from a Surety Company, acceptable to the Board in the amount of \$10,000 together with an Agreement to Bond. Bid Submissions not accompanied by a Bid Bond and Agreement to Bond will be declared informal.
- 1.18.2. This Bid Bond shall be forfeited if the Bidder declines to enter into a Formal Contract in the amount tendered, or as adjusted according to the separate prices included in the Bid Submission, and to furnish, when called upon to do so, a Performance Bond. This Bid Bond shall be accompanied by an Agreement from the Surety Company that a 50% Performance Bond and a 50% Labour and Material Payment Bond will be issued to the Bidder if he/she is awarded the Contract. The cost of the Bonds shall be included in the amount of the Bid Submission.
  - 1.18.2.1. The Bid Bond must be valid for a minimum of (sixty [60] ) calendar days from the closing date.
- 1.18.3. Retention and use of the Bid Bond, as outlined above, shall not be deemed a penalty, but a consideration to the Board for inviting and considering the Bid Submission and as part payment for sustained damages and costs incurred by the Board, which shall be deemed to be the difference between the bid price of this Bidder and the bid price of the next lowest Bidder acceptable to the Board.
- 1.18.4. A Performance Bond, equal to fifty percent (50%) of the Bid Price, shall be furnished through a Surety Company or Insurance Company approved by the Consultant and the Board according to terms and conditions acceptable to the Board and the Consultant.

St. Matthew & Vincent De Paul  
Elementary Schools  
Saw Dust Collector Demolition Project

**INSTRUCTIONS TO BIDDERS**

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- 1.18.5. Labour and Material Payment Bond, equal to fifty percent (50%) of the Contract is to be provided within ten (10) Working Days upon request, stating that Board will not be held responsible if payment to Sub-Contractors, as certified due by the Consultant, is not made by the Contractor when due.
- 1.18.6. On completion of the Work, the Performance Bond shall remain in force as a MAINTENANCE BOND for a period of one (1) year from the date of acceptance of the building by the Board. It shall form a *Guarantee of Workmanship and Materials* for the one (1) year period.
- 1.18.7. The Bidder to whom the Contract is awarded must properly sign the Contract and furnish a satisfactory Performance Bond, Labour and Material Payment Bond, Insurance Certificate and Workers' Compensation Board Certificate within ten (10) Working Days of acceptance of the Bid Submission by the Board, or forfeit the Bid Bond.

**1.19. LIST OF SUB-CONTRACTORS REQUIRING BONDS**  
**(SECTION RESERVED)**



## INSTRUCTIONS TO BIDDERS

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### 1.20. PREQUALIFIED BIDDERS (SECTION RESERVED)

#### 1.21. BIDDERS

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

#### 1.22. FAIR WAGE AND LABOUR

- 1.22.1. Rate of wages, hours and conditions of Work shall be in accordance with Provincial Codes and as generally recognized and accepted in the locality. Building mechanics and labourers resident in the district are to be employed where suitable.
- 1.22.2. Labour forces employed on the site may have compatible affiliation with any labour organization. Union contract itself is not a prerequisite.

#### 1.23. DISCREPANCIES AND OMISSIONS

- 1.23.1. All Bidders finding specified items unavailable, finding discrepancies in, or omissions from, the drawings or specifications or other Contract Documents, or having any doubt as to the intent or meaning of any part thereof, shall at once notify the Consultants.
- 1.23.2. Corrections of such discrepancies, and/or omissions, further explanations, definitions or additional information as necessary will be issued by the Consultant(s) during the time of bidding in the form of Addenda to all prequalified Bidders. These shall become part of the Contract Documents and the number of Addenda included in the Bid Price must be shown on the *Form of Tender*.
- 1.23.3. Minor typographical or spelling mistakes in the Contract Documents may not necessarily be corrected by Addenda if they do not significantly affect the meaning of the sentence or phrase in which they occur, or alter the intent of the Work.
- 1.23.4. NO ORAL INSTRUCTIONS WILL BE VALID.

#### 1.24. BIDDING ASSUMPTIONS

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

**INSTRUCTIONS TO BIDDERS**

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**1.25. ERRORS IN BID SUBMISSION**

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

**1.26. INQUIRY AND INSTRUCTION**

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

Regal Engineering  
2828 Kingsway Drive, Suite 201, Oakville, ON  
Contact: Mohammed K. Ahmed, CED, P. Eng, LEED AP  
Phone: 905-829-3010

**1.27. EXAMINATION OF THE PLACE OF WORK**

- 1.27.1. Before submitting the Bid, the prequalified Bidders may examine the Place of Work, and the Geotechnical and/or Environmental Soils Investigation Reports as may be included in the Bid Documents. The Bidder shall ascertain the extent and nature of the materials it may be necessary to remove or add in order to reach, or provide the depths, levels and grades required and shall be sure that the Bidder's determinations are made in accordance with the drawings and specifications and the Soils Investigations.
- 1.27.2. Bids shall include the cost imposed by existing conditions and limitations of site and the accepted bid shall be held to have included such costs. **NO ALLOWANCE WILL BE MADE FOR FAILURE TO EXAMINE THE EXISTING SITE.**
- 1.27.3. The levels and other information shown on the drawings are furnished in good faith for the guidance of the Bidders. This information, however, shall in no way relieve the Bidder of the responsibility in ascertaining to his/her own satisfaction the nature of all conditions at the site.

**1.28. BUILDING PERMIT**

- 1.28.1. Building Permit not required for Demolition work.

**1.29. CONTRACT DOCUMENTS**

- 1.29.1. The Contract shall be subject to the **Canadian Standard Construction Document CCDC – 2 2008 for Stipulated Price Contract** all Supplementary Conditions and Contract Documents as prepared by the Consultants. Successful Bidder must sign a Contract within ten (10) Working Days of notification of award. ***The Contractor shall not be entitled to any payment until the Contract is signed.***

## **INSTRUCTIONS TO BIDDERS**

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- 1.29.2. All Bidders will be held to have examined and made themselves familiar with the various articles of these Standard Documents and shall be as binding for all sections of the following specifications as though written in full therein.

### **1.30. DEPOSIT ON PLANS**

#### **(SECTION RESERVED)**

### **1.31. FINAL ACCEPTANCE**

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

### **1.32. SALES TAXES**

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

### **1.33. INSURANCE COVERAGE ON EXISTING SCHOOLS VACATED DURING CONSTRUCTION**

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

### **1.34. WORK HOURS**

- 1.34.1. Work in all schools occupied by students or staff, (including summer school) whether additions, renovations or for deficiency corrections in new schools, should be specified as follows:
- 1.34.1.1. As per Board policy, the normal work hours in, or access to, occupied school buildings are from 4:00 pm. to approximately 11:00 pm., Monday to Friday.

**INSTRUCTIONS TO BIDDERS**

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- 1.34.1.2. Weekend work can be arranged with 48 hours notice.
- 1.34.1.3. The Board does not allow any painting (other than minor touch-ups), gluing (resilient flooring), welding or any other activity that produces noxious smells on Monday through Friday.
- 1.34.1.4. Any asphalt paving or roofing work must be arranged for weekends and holidays.
- 1.34.2. There will be no interruption of utilities and life safety systems (fire alarm, emergency lighting and sprinklers) during occupied hours of the school. Where utilities must be interrupted, during unoccupied hours, the existing school and its equipment and/or contents must be protected and operation made good.
- 1.34.3. All trades/ personnel must check in with the office and advise the Custodian the nature and location of their business. For emergency work, required during regular school hours, trades/personnel must report to the office and be accompanied at all times by school staff.
- 1.34.4. Criminal reference checks are required where personnel are required to access the occupied school, on a regular basis.
- 1.34.5. **Tenders will be released digitally.**

END OF INSTRUCTIONS TO BIDDERS

**FORM OF TENDER**

**1.1 TENDER INFORMATION**

NAME OF BIDDER: \_\_\_\_\_

NAME OF PROJECT: **ST. MATTHEW & VICENT DE PAUL ELEMENTARY SCHOOLS – SAW DUST COLLECTOR DEMOLITION PROJECT**

TO: Supply Chain Management  
Dufferin-Peel Catholic District School Board  
40 Matheson Boulevard West, Mississauga, ON. L5R 1C5  
Attn: Sonia Antic

**1.2. EXAMINATION OF TENDER DOCUMENTS**

Having carefully examined all of the specifications, drawings and having carefully examined the Instructions to Bidders, General Instructions and Supplementary General Conditions and all of the attached Specifications; including Addenda numbered as follows:

\_\_\_\_\_.

***and***

having had the opportunity to visit the place of work, investigated and examined all conditions affecting the Work.

**1.3 TENDER AMOUNT**

We, the undersigned, hereby offer to furnish all materials, labour and equipment and to perform all duties and services called for by the ENTIRE WORK INCLUDING ALL TRADES for the project named above for the stipulated sum of:

\_\_\_\_\_ \$ \_\_\_\_\_

in lawful money of Canada, ***excluding*** HST, but ***including*** all other applicable Federal and Provincial Sales Taxes, and Excise Taxes, Customs Duties, Insurances, Freight and all other charges.

#### 1.4 CONTINGENCY AND CASH ALLOWANCES

The Tender Amount **does not include** Contingency Allowance.

#### 1.5 SUB-CONTRACTORS

The above noted Tender Amount sum includes the bid of the following Contractors and Sub-Contractors, whose bids have been received directly by us and with whom we are prepared to execute formal agreements to perform the HVAC, Mechanical and Electrical Work on this project.

Name of HVAC/Mechanical Sub Contractor:

\_\_\_\_\_

Amount of Bid: \$ \_\_\_\_\_ (**excluding H.S.T.**)

Name of Electrical Sub-Contractor: \_\_\_\_\_

Amount Bid: \$ \_\_\_\_\_ (**excluding H.S.T.**)

#### 1.6. TENDER VALIDITY

1.6.1. We are submitting a valid tender and will enter into a formal contract if we are notified in writing of our tender acceptance by THE BOARD within Sixty (**60**) calendar days from the closing of the tender.

#### 1.7. AGREEMENT TO BOND

1.7.1. We agree to issue a 50% *Performance Bond* and a 50% *Labour and Material Payment Bond*, if our submitted tender is successful and the Board awards the Contract to our Firm.

1.7.2. We acknowledge and will comply with all the terms and conditions of the amendments as outlined in the Supplementary Conditions to the **Canadian Construction Document, CCDC 2**.

1.7.3. We agree and acknowledge the Tender Deadline Time(s) as set forth in Document 00100 - **Instructions to Bidders**. We agree to provide, as required, all submissions, duly signed and executed.

1.7.4 We have included, an *Agreement to Bond*, from an approved Bonding Company stating that the Bonding Company will provide a *Performance Bond and Labour and Material Payment Bonds*, as specified in the **Instructions to Bidders**.

1.7.5 **We have included, Bid Bond, in the sum of \$10,000 made out in the name of Dufferin-Peel Catholic District School Board.**

## 1.8 RESERVE FUND

- 1.8.1 We further agree that *The Schedule of Values* shall provide for an establishment of a **RESERVE FUND in the amount of 1%**, which shall be in addition to any required construction lien holdback and accrued funds shall be subject to claims by the Board and others as provided for under the terms of the Contract Documents.

## 1.9 UNDERTAKING

- 1.9.1. We solemnly undertake, as an integral part of our proposal and tender to complete the work , as per requirements of the Document 00100 - ***Instructions to Bidders***.
- 1.9.2. We confirm that all appropriate costs, inclement weather protection, and all overtime costs for all trades to meet the aforementioned schedule, have been included in our Tender price to achieve these dates.

## 1.10 COMMENCEMENT OF WORK

- 1.10.1. We the Contractor, if notified of the acceptance of this Tender via a *Letter of Intent* issued by the Board, will sign, seal and deliver the Contract Documents and will proceed with the Work based on an on-site start date the week of December 26<sup>th</sup>, **2016**.

## 1.11 DECLARATION OF NON-CONFLICT

We, the undersigned hereby declare that this Tender submission is made in good faith and without any connection, knowledge, comparison of figures, or arrangement with any other company, firm, or person making a Tender for the same Work and is, in all respects, fair and without collusion with any other bidder for this contract, and without fraud.

**1.12 SIGNING OF TENDER**

We are submitting this Stipulated Sum Tender under a Corporate Seal as a Limited Company or witnessed as an individual, or Partnership.

PRINT COMPANY NAME: \_\_\_\_\_

PRINT NAME OF CONTACT PERSON REGARDING THIS TENDER: \_\_\_\_\_

PRINT NAME OF SIGNING OFFICER: \_\_\_\_\_

PRINT TITLE OF SIGNING OFFICER: \_\_\_\_\_

PRINT ADDRESS OF FIRM: \_\_\_\_\_

\_\_\_\_\_

PRINT PHONE NUMBER OF FIRM: \_\_\_\_\_

SIGNATURE OF SIGNING OFFICER: \_\_\_\_\_

SIGNATURE OF WITNESS: \_\_\_\_\_

PRINT NAME OF WITNESS: \_\_\_\_\_

DATED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2016

CORPORATE SEAL:

**END OF FORM OF TENDER**



**GENERAL INSTRUCTIONS**

Project No: 2016-143

Page 1 of 10

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**PART 1 - GENERAL**

**1.1 The successful Contractor shall pay for all inspections as required by Jurisdictional Authorities. The costs for these inspections shall be included in the Tender Price.**

**.1 All work shall be carried out in strict accordance with all existing applicable by-laws and amendments thereto, the Ontario Building Code, all requirements of the Ontario Fire Marshall's Office, and/or all other Jurisdictional Authorities and save harmless, in all respects the Owner. Provide certificate from ESA for final Inspection of the installation.**

**1.2 Additional Requirements**

**.1 Contractor shall register with the Director of the Occupational Health and Safety Division prior to commencement of work on the Project.**

**.2 File a 'Notice of Project' and commencement of the Project.**

**.3 Establish a Joint Health and Safety and/or Worker Trades Committee.**

**.4 Ensure that all activities arising out of the above are recorded and that minutes are available to an Inspector of the Ontario Ministry of Labour.**

**.5 Contractor shall be responsible for all construction safety requirements, procedures, facilities and inspection of all work performed by the Contractor, Sub-contractors/ sub-trades and other Contractors engaged on the Project.**

**.6 In the event of a conflict between any of the provisions of the above authorities, the most stringent provisions will be applied.**

**.7 Material Safety Data Sheets (MSDS) must be available at the Project site for any product designated 'hazardous' or containing 'hazardous' ingredients prior to being used, installed or applied inside the building.**

**.8 Contractor is responsible for taking all necessary steps to protect personnel (workers, visitors and general public) and property from any harm throughout the duration of the contract.**

**.9 Contractor shall supply competent personnel to implement the Health and Safety program and ensure compliance with the company's standards and those of the Occupational Health and Safety Act of Ontario.**

**.10 All the above provisions shall be included in any agreement with sub-contractors or trades and the Contractor shall monitor compliance.**

## GENERAL INSTRUCTIONS

Project No: 2016-143

Page 2 of 10

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**1.3 Award of Contract and Essential Date of Completion**

- .1 The Owner anticipates an on-site start date of Dec 26th, 2016 or earlier, for the Project.**
- .2 The work shall commence as soon as possible after this date. The Contract shall be substantially completed by Feb 15th, 2017 and Total Completion by Feb 28th, 2017 or earlier.**

**1.4 Contractor on Site**

- .1 The Contractor shall ensure the procurement of all required materials prior to the commencement of work.**
- .2 The Contractor shall organize his work at the site in co-operation with the Board's Project Supervisor.**
- .3 Certain work may have to be done after hours and on weekends.**
- .4 Ensure safety of personnel at the job site.**
- .5 Smoking is NOT permitted in any of the Owner's building or on any of the Owner's properties. All smoking must be done off premises.**

**1.5 Protection and Making Good**

- .1 Provide proper and adequate protection for all property and equipment. Ensure that dust is contained within the area of work.**
- .2 The Contractor shall be responsible for moving all equipment as required and replacing same at the completion of the work all as directed by the custodian.**
- .3 Make good, at no additional cost to the Owner, all surfaces disturbed by the execution of this contract whether such surfaces are located within the area of work or not. Make good to new condition matching surrounding surfaces.**

**1.6 Public Utilities**

- .1 Verify limitations imposed on project work by presence of utilities and services and ensure that no damage occurs to them.**

**1.7 Construction Safety**

- .1 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations, and practices required by the applicable construction health and safety precautions and programs in connection with the performance of the Work.**

**GENERAL INSTRUCTIONS**

Project No: 2016-143

Page 3 of 10

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- .2 Provide all safety requirements and protection necessary or as required by local by-laws, governing authorities, and the Board Designee including but not limited to: guard rails, barriers, night lights, sidewalk and curb protection, warning notices and hoarded entrance protection.**
  - .3 Take all precautions and provide all required protection to ensure the safety of the general public and the workers in accordance with but not limited to the latest editions of the Occupational Health and Safety Act and Regulations for Construction Projects.**
  - .4 Do not bring to the site any flammable liquids having a flashpoint lower than 43 degrees Celsius (except when in use as fuel in operating equipment) without permission of the Board or designee. All flammable liquids shall be confined in safety containers approved by Underwriter's Laboratories of Canada, and stored in locked storage areas.**
  - .5 Assume complete responsibility for construction strength, placing, anchoring and operation of derricks, cranes, hoists and other equipment used for work; and ensure that loads carried thereon can be safely supported and be free from accidents to all persons.**
  - .6 Provide and maintain, on site, suitable fire extinguishers in sufficient quantities, as required by the Safety Code.**
- 1.8 Workmanship and Material**
- .1 The Contractor shall employ workmen skilled in each phase of the work as their recognized trade.**
  - .2 Manufactured articles, material and equipment shall be applied, installed, connected, erected, cleaned and conditioned in strict accordance with the applicable manufacturer's instructions and directions.**
  - .3 No deviations from the Tender Documents shall be made by the Contractor without written approval of the Owner.**
  - .4 Materials shall be new, of Canadian manufacture where available, first quality and uniform throughout. Submit tender based on the use of materials and equipment specified, or on the listed acceptable alternate equipment as further detailed.**
  - .5 Electrical materials shall be C.S.A. approved and be so labeled. Material not C.S.A. approved shall receive acceptance for installation by Ontario Hydro Special Inspections Branch before delivery, and modifications and charges required for such acceptance shall be included in work of this Section. Material shall not be installed or connected to the source of electrical power until approval is obtained.**

GENERAL INSTRUCTIONS

Project No: 2016-143

Page 4 of 10

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**1.9 Shop Drawings**

- .1 Submit three (3) copies of shop drawings for all equipment for review and approval by the Consultant, prior to ordering equipment.**

**1.10 Final Cleaning**

- .1 In addition to housekeeping required by Jurisdictional Authorities, work includes final cleaning.**
- .2 Remove grease, dust dirt, stains, fingerprints, and other foreign materials from interior and exterior surfaces.**
- .3 Clean finish hardware, mechanical fixtures, light fixtures, cover plates and equipment.**
- .4 Prior to calling for a final inspection the Contractor shall remove all excess material, equipment and debris and the site shall be left in a clean and tidy condition.**

**1.11 Guarantee**

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

**1.12 Codes and Standards to Meet or Exceed**

- .1 Current Ontario Building Code, including all amendments up to project date.**
- .2 Current National Building Code, Part 8: Safety Measures at Construction and Demolition Sites.**
- .3 The Workers' Compensation Act, including all revisions and amendments up to project date.**
- .4 Current Ontario Fire Code, including all amendments up to project date.**
- .5 Occupational Health and Safety Act and related Regulations for Construction projects, latest edition.**
- .6 Canadian Construction Safety Code.**
- .7 Ministry of Labour, Health and Safety Guidelines.**
- .8 Rules and regulations of authorities having jurisdiction.**

## GENERAL INSTRUCTIONS

Project No: 2016-143

Page 5 of 10

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- .9 **CSA S350-M1980, Code of Practice of Safety in Demolition of Structures. Adhere to the most stringent requirement when above noted codes and standards conflict. Review with the Owner and Board Designee situations which are ambiguous, before proceeding with work.**

**1.13 Examination of Documents and Site**

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

**1.16 Contractor's Schedule**

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

**GENERAL INSTRUCTIONS**

Project No: 2016-143

Page 6 of 10

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- .4 Regular inspection of work progress will be conducted as decided by the Consultant. Schedules are to be updated by Contractor in conjunction with, and to the approval of, the Consultant.**

**1.17 Documents Required At Job Site**

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

**1.18 Project Meetings**

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

**1.19 Site Supervision**

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

**1.20 Fair Wages and Labour**

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

**1.21 Additional Costs**

## GENERAL INSTRUCTIONS

Project No: 2016-143

Page 7 of 10

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- .1 Any additional costs requested by the Contractor, above the contracted price agreement, shall be presented to the Owner and accepted in writing prior to the commencement of additional work.
  - .2 A fully executed Change Order issued by the Consultant and signed by the Owner will signify acceptance of additional costs.

**1.22 Existing Services**

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

**1.23 Alterations and Making Good**

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

**1.24 Concealed or Unknown Conditions**

- .1 If the Owner or the Contractor discovers conditions at the Place of the Work which are:
  - .1 Subsurface or otherwise concealed physical conditions which existed before the commencement of the Work which differ materially from those indicated in the contract documents, or

## GENERAL INSTRUCTIONS

Project No: 2016-143

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

**1.25 Garbage Disposal**

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

**1.26 Working Hours**

- .1 Work in School, while unoccupied, may be carried out as follows.
  - 4:00 pm to 10:00 pm during school days.
  - Weekend work can be arranged with 48 hours notice.
  - The Board does not allow any painting, welding or any other activity that produces noxious smells, Monday through Friday.



## GENERAL INSTRUCTIONS

Project No: 2016-143

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- There shall be no interruption of utilities and life safety systems such as fire alarm, emergency lighting and sprinklers during occupied hours of the School. Where utilities must be interrupted, during unoccupied hours, the existing School and its equipment and/or contents shall be protected.
  - All trades/ personnel shall check in with the Main Office and advise the Staff, nature and location of their business. They may be required to be accompanied by a School Staff.
- .2 Protect building areas from the intrusion of dust, smoke or any other debris resulting from the work of the Contract.

**1.27 As-Built Drawings**

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

**1.28 Building Permit**

- .1 Building Permit not required for the Saw Dust Collector Demolition Project.

**PART 2 – SCOPE OF WORK**

- .1 The “Work” shall consist of the following:
- Demolition / removal of existing Saw dust collector from site and dispose.
  - Remove the existing ductwork associated with the existing dust collector, remove the sprinkler lines connected to the dust collector and cap the sprinkler lines inside the building.
  - Electrical contractor to remove power and all other related electrical wiring from the dust collector being removed, remove and dispose electrical disconnect switch, control panel and all associated wiring and conduit back to source.
  - Remove the spark detection system both exterior and interior.
  - Remove and dispose all equipment and material such as temporary partitions, doors etc from site.
  - Making good opening in the wall (to match existing), floors as a result of the demolition of Saw dust collector.
  - Provide necessary caulking, seals etc. to prevent leaks
  - Provide all necessary turn over documents i.e. certificates (ESA, balancing reports, alarm verifications, commissioning documents)

**GENERAL INSTRUCTIONS**

**Project No: 2016-143**

**Page 10 of 10**






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

- A. Mechanical & Electrical Drawings**

**END OF SECTION**

# LEGEND

	ELECTRICAL PANEL
	SAW DUST COLLECTOR
	EXHAUST HOOD
	MAIN SWITCH BOARD
	EXHAUST DUCT

## ELECTRICAL DRAWING LIST

ME0.0 LEAD SHEET, SCHEDULE, SINGLE LINE DIAGRAM

ME1.0 ST. MATTHEW ELEMENTARY SCHOOL

ME2.0 ST. VINCENT DE PAUL ELEMENTARY SCHOOL

The Contractor shall verify all dimensions prior to commencement of the work. All prints and specifications are the property of the Architect and must be returned upon completion of the work.

### ISSUE or REVISION

No.	Description	Date
1	ISSUED FOR TENDER	Jul. 19 2016



**REGAL ENGINEERING**  
 CONSULTING MECHANICAL & ELECTRICAL ENGINEERS  
 2828 Kingsway Drive, Suite 201, Oakville, Ontario L6J 7M2  
 PHONE: (905)829-3010  
 www.regal-eng.com

PROFESSIONAL SEAL:

DWG TITLE:

LEAD SHEET,  
 SCHEDULES, SLD

PROJECT:

SAW DUST  
 COLLECTOR  
 DEMOLITION

DATE: JUN, 2016

SCALE: N.T.S.

DRAWN BY: MJ

CHECKED BY: MA

DESIGNED BY: MJ

DWG STATUS:

PROJECT No.: 2016-143

DRAWING No.: ME0.0

REVISION

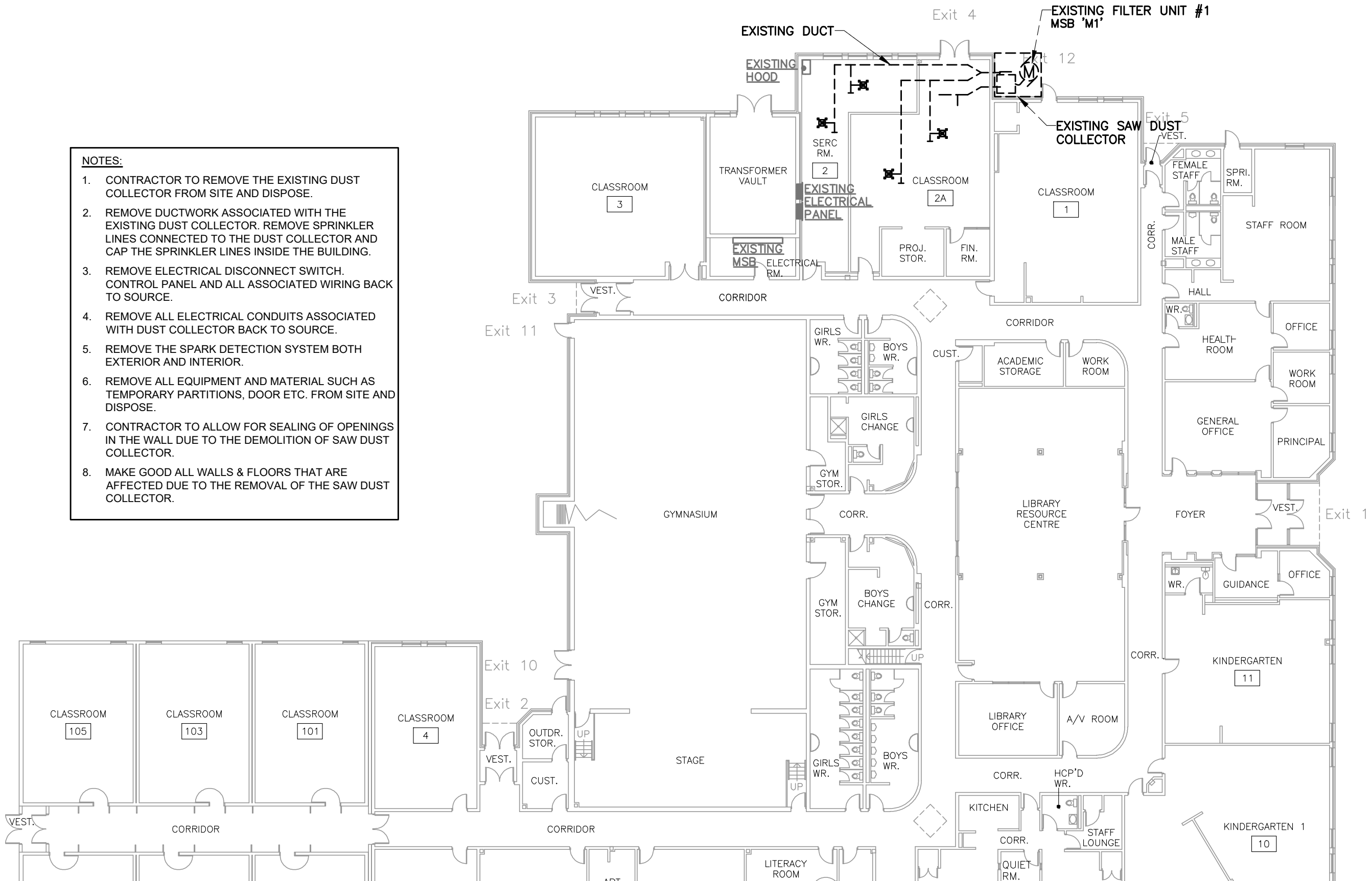
The Contractor shall verify all dimensions prior to commencement of the work. All prints and specifications are the property of the Architect and must be returned upon completion of the work.

ISSUE or REVISION

No.	Description	Date
1	ISSUED FOR TENDER	Jul 19 2016

NOTES:

1. CONTRACTOR TO REMOVE THE EXISTING DUST COLLECTOR FROM SITE AND DISPOSE.
2. REMOVE DUCTWORK ASSOCIATED WITH THE EXISTING DUST COLLECTOR. REMOVE SPRINKLER LINES CONNECTED TO THE DUST COLLECTOR AND CAP THE SPRINKLER LINES INSIDE THE BUILDING.
3. REMOVE ELECTRICAL DISCONNECT SWITCH, CONTROL PANEL AND ALL ASSOCIATED WIRING BACK TO SOURCE.
4. REMOVE ALL ELECTRICAL CONDUITS ASSOCIATED WITH DUST COLLECTOR BACK TO SOURCE.
5. REMOVE THE SPARK DETECTION SYSTEM BOTH EXTERIOR AND INTERIOR.
6. REMOVE ALL EQUIPMENT AND MATERIAL SUCH AS TEMPORARY PARTITIONS, DOOR ETC. FROM SITE AND DISPOSE.
7. CONTRACTOR TO ALLOW FOR SEALING OF OPENINGS IN THE WALL DUE TO THE DEMOLITION OF SAW DUST COLLECTOR.
8. MAKE GOOD ALL WALLS & FLOORS THAT ARE AFFECTED DUE TO THE REMOVAL OF THE SAW DUST COLLECTOR.



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 www.regal-eng.com

PROFESSIONAL SEAL:

DWG TITLE:  
**ST. MATTHEW  
 ELEMENTARY SCHOOL**

PROJECT:  
**SAW DUST  
 COLLECTOR  
 DEMOLITION**

280 KINGSBRIDGE GARDEN CIRCLE  
 MISSISSAUGA

DATE: JUN, 2016

SCALE: 1:250

DRAWN BY: MJ

CHECKED BY: MA

DESIGNED BY: MJ

DWG STATUS:

PROJECT No.: **2016-143**

DRAWING No.: **ME1.0** REVISION

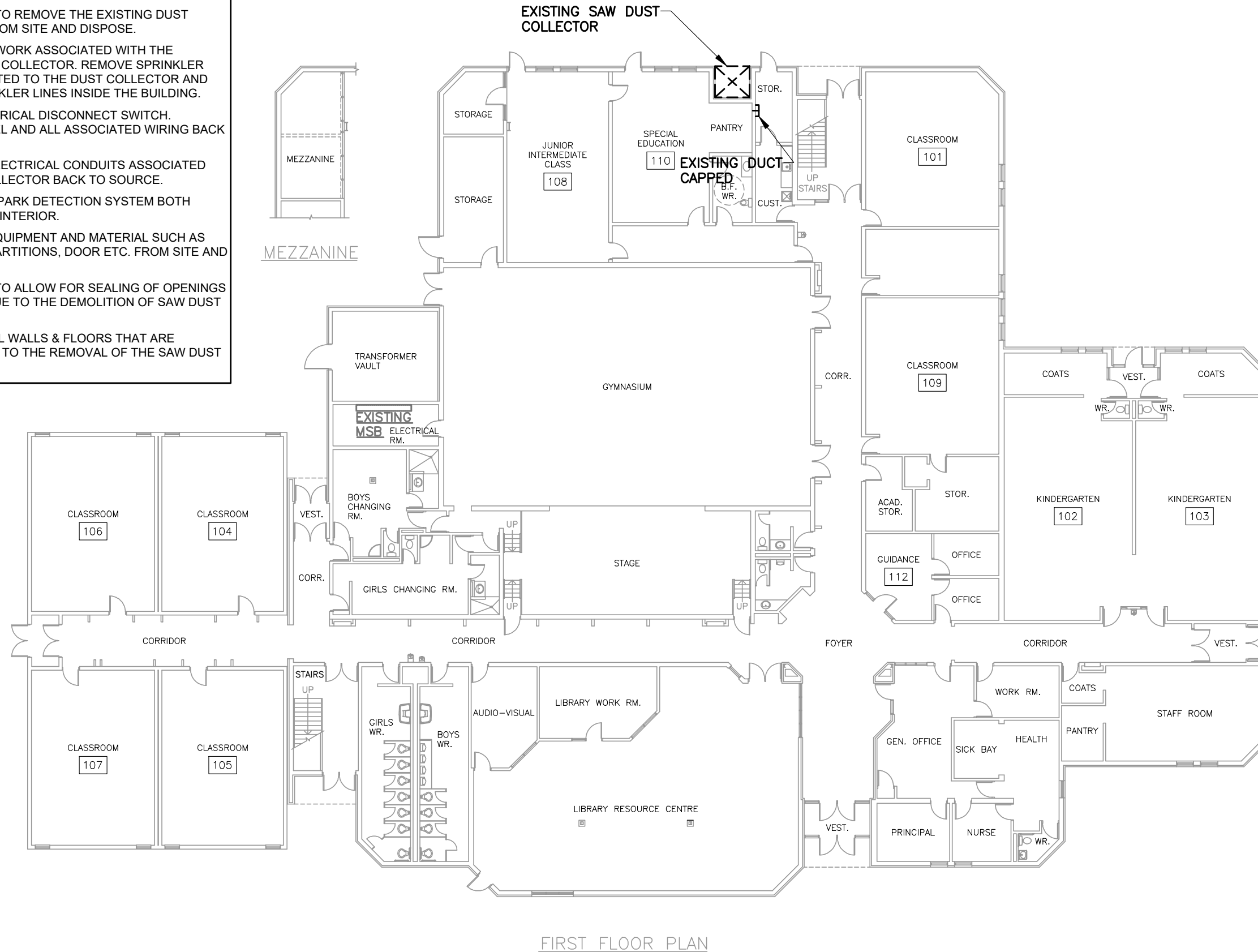
The Contractor shall verify all dimensions prior to commencement of the work. All prints and specifications are the property of the Architect and must be returned upon completion of the work.

ISSUE or REVISION

No.	Description	Date
1	ISSUED FOR TENDER	Jul 19 2016

NOTES:

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6. REMOVE ALL EQUIPMENT AND MATERIAL SUCH AS TEMPORARY PARTITIONS, DOOR ETC. FROM SITE AND DISPOSE.
7. CONTRACTOR TO ALLOW FOR SEALING OF OPENINGS IN THE WALL DUE TO THE DEMOLITION OF SAW DUST COLLECTOR.
8. MAKE GOOD ALL WALLS & FLOORS THAT ARE AFFECTED DUE TO THE REMOVAL OF THE SAW DUST COLLECTOR.



FIRST FLOOR PLAN



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PROFESSIONAL SEAL:

DWG TITLE:  
**ST. VINCENT DE PAUL  
 ELEMENTARY SCHOOL**

PROJECT:  
**SAW DUST  
 COLLECTOR  
 DEMOLITION**

665 WILLOWBANK TRAIL  
 MISSISSAUGA

DATE: JUN, 2016

SCALE: 1:250

DRAWN BY: MJ

CHECKED BY: MA

DESIGNED BY: MJ

DWG STATUS:

PROJECT No.: **2016-143**

DRAWING No.: **ME2.0** REVISION

# HOT WORK PERMIT

**STOP!**

Avoid hot work or seek an alternative/safer method, if possible.

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: brazing, cutting, grinding, soldering, torch-applied roofing and welding.

**Part 1**

**Instructions**

- 1. Firesafety supervisor:**
- A. Verify precautions listed at right (or do not proceed with the work).**
  - B. Complete and retain Part 1.**  
(Part 1A is for quality assurance documentation, if necessary.)
  - C. Issue Part 2 to person performing hot work.**

**Required Precautions Checklist**

- Available sprinklers, hose streams and extinguishers are in service/operable.
  - Hot work equipment in good working condition.
- Requirements within 35 ft. (11m) of hotwork**
- Flammable liquid, dust, lint and oily deposits removed.
  - Explosive atmosphere in area eliminated.
  - Floors swept clean.
  - Combustible floors wet down, covered with damp sand or fire-resistive sheets.
  - Remove other combustible material where possible. Otherwise, protect with welding pads, blankets and curtains, fire-resistive tarpaulins or metal shields.
  - All wall and floor openings covered.
  - Welding pads, blankets and curtains installed under and around work.
  - Protect or shut down ducts and conveyors that might carry sparks to distant combustible material.
- Hot work on walls, ceilings or roofs**
- Construction is noncombustible and without combustible covering or insulation.
  - Combustible material on other side of walls, ceilings or roofs is moved away.
- Hot work on enclosed equipment**
- Enclosed equipment cleaned of all combustible material.
  - Containers purged of flammable liquid/vapor.
  - Pressurized vessels, piping and equipment removed from service, isolated and vented.
- Fire watch/hot work area monitoring**
- Fire watch will be provided during and for 60 min. after work, including any break activity.
  - Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.
  - Fire watch is trained in use of equipment and in sounding alarm.
  - Fire watch may be required in adjoining areas, above and below.
  - Monitor hot work area for an additional three (3) hours after the 60-min. fire watch.

Hot work by  
 Employee  
 Contractor

Date \_\_\_\_\_ Job number \_\_\_\_\_

Location/building and floor \_\_\_\_\_

Nature of job \_\_\_\_\_

Name (print) and signature of person performing hot work \_\_\_\_\_

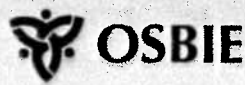
I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.

Name (print) and signature of firesafety supervisor/operations supervisor \_\_\_\_\_

Permit Expires \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ a.m. p.m.

Note: Emergency notification on back of form. Use as appropriate for your facility.

To order additional hot work permits, order online at [rm@osbie.on.ca](mailto:rm@osbie.on.ca) or contact the Risk Management Department at 1-800-668-6724.



Other precautions taken: 00542

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