



DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD

REQUEST FOR TENDER
T10-2017

Roof Ladders and Guard Railings – 20 School Locations

Closing: February 15, 2017 on or before 2:00 p.m. Local Time

Table of Contents

<u>Section 1</u>	<u>Number of Pages</u>
General Instructions	1
Request for Tender	2
Instruction to Bidders	1
Agreement to Abide by Established Process	1
Declaration of Disclosure	1
Bid Envelope	1
No Bid Form	1

<u>Section 2</u>	<u>Pages</u>
Scope	1 – 9

<u>Section 3</u>	<u>Pages</u>
Requirement Checklist	1 – 2

<u>Section 4</u>	<u>Pages</u>
Appendix A Project Manual	80
Appendix B Hot Works Permit Process	1
Appendix C School List	1

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
- It is the sole responsibility of each potential vendor, past or present, to register with 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 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 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 Roof Ladders & Guard Railings work at all schools listed in Appendix A.

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: February 15, 2017 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, further all bid submissions must be responded to in English.

CONTRACT TERM: February 20, 2017 to July 31, 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.

Bids are available via pdf technology by accessing our web site at: www.biddingo.com/dpcdsb

Construction/Renovations bids will be advertised in the Daily Commercial News: 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.

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

By: February 7, 2017 @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 within 48 business hours after question deadline time and date.

SECTION 3

**T10-2017 Roof Ladders & Guard Railings
Requirement Checklist**

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

		COMPLY	
		YES	NO
<u>MANDATORY REQUIREMENTS</u>			
1	The Bidder will include a Bid Bond in the sum of \$10,000 (TenThousand CAD Dollars) made out in the names of the Dufferin-Peel Catholic District School Board, as well as an Agreement to bond from an approved Bonding Company stating that the Bonding Company will issue a 50% Performance Bond and a 50% Labour and Material Payment Bond.		
<u>GENERAL REQUIREMENTS</u>		COMPLY	
		YES	NO
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 00300- Instruction to Bidders, Document 00200- 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	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.		
3	The contract is intended to be awarded to one (1) Pre-Qualified General Contractor who is a Vendor of Record only.		
4	The successful Bidder may be working collaboratively in all aspects of this project and may be directly supervised by Board appointed Project Management Firms for this project.		
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 that 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 by the Board for the Bidders to complete. Completed forms should be submitted with any invoices. See Appendix 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 not further work is to be carried out.		

Initials: _____

**T10-2017 Roof Ladders & Guard Railings
Requirement Checklist**

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 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 00200 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 Canadian Construction Document, CCDC 2-2008 - Document 00810.		
15	NO SITE VISITS will be schedule for these projects. Please ensure you submit any questions before the question deadline date and time specified in the attached documents.		
REQUESTED DOCUMENTS TO BE SIGNED & RETURNED		YES	NO
Request for Tender			
Instructions to Bidders			
Agreement to Abide by Established Process			
Declaration of Disclosure			
Mandatory Requirement #1 - Bid Bond and Consent of Surety or Agreement to Bond			
Bid Forms completed & signed.			
Requirement Checklist completed and signed			
Company Name:			
Signature:			
Name(please print):			
Date:			

SECTION 4

APPENDIX A

Project Manual

1. FORM OF TENDER

1.1. TENDER INFORMATION

NAME OF BIDDER: _____

NAME OF PROJECT:

FIXED VERTICAL STEEL LADDERS AND GUARD RAILINGS
20 SCHOOLS (APPENDIX 1)

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 drawings and having carefully examined the Instructions to Bidders, the CCDC - 2 **2008** Stipulated Price Contract, General Instructions and Supplementary General Conditions to CCDC - 2 **2008** and all of the attached Specifications; including Addenda numbered as follows:

_____ .
And

Investigated and examined all conditions affecting the Work.

1.3. BID PRICE

The undersigned, hereby offers to furnish all materials, labour, plant and equipment and to perform all duties and services called for by the ENTIRE WORK INCLUDING ALL TRADES for the project named above for the stipulated sum of: (Provide written and numerical description of stipulated sum)

_____ \$ _____

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

1.4. CONTINGENCY AND CASH ALLOWANCES

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

The Bid Price does not include a Total Cash Allowance as identified in the Contract Documents.

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

1.5. SECTION RESERVED

1.6. BID VALIDITY

1.6.1. The undersigned is submitting a valid tender and will enter into a formal contract if the undersigned is notified in writing of the acceptance of the undersigned's Bid Price by THE BOARD within (60 days) calendar days from the closing of the tender.

1.7. BID BOND AND AGREEMENT TO BOND

1.7.1. The undersigned encloses a *Bid Bond* in the amount of \$ 10,000.00 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 undersigned's submitted Bid Price is successful and the Board awards the Contract to the undersigned.

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

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

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

1.7.5. The undersigned agrees and acknowledges the Bid Submission Deadline Time(s)

as set forth in Section 00300 - **Instructions to Bidders**. The undersigned agrees to provide, as required, all submissions, duly signed and executed.

- 1.7.6. The undersigned has included an *Agreement to Bond*, from an approved Bonding Company stating that the Bonding Company will provide a *Performance Bond and Labour and Material Payment Bonds*, as specified in the **Instructions to Bidders**.

1.8. UNDERTAKING

- 1.8.1. The undersigned solemnly undertakes, as an integral part of the undersigned's proposal and Bid Submission to:

1.8.1.1. Have the project substantially complete to meet requirements of OAA/OGCA Document 100, Construction Lien Act (Latest Amendments) and occupancy approval of all Authorities Having Jurisdiction by June 30th, 2017.

1.8.1.2. Have the entire project totally complete by July 15, 2017.

- 1.8.2. The undersigned confirms that all appropriate costs, such as but not limited to winter heat, frost breaking, inclement weather protection, and all overtime costs for all trades to meet the aforementioned schedule, have been included in the Bid Price to achieve these dates.

1.9. COMMENCEMENT OF WORK

- 1.9.1. The undersigned, if notified of the acceptance of this Bid Submission, via a *Purchase Order* issued by the Board, and will proceed with construction of the Work within one (1) weeks of receiving instructions to commence Work.

1.10. DECLARATION OF NO-CONFLICT

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

process. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes:

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

1.11. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 1.11.1. The Contractor agrees that in tendering for the work, and in entering into a Contract with the Owner for this performance of the work that the Contractor's Tender and supporting documentation shall become the property of the Board. Information in a Tender is subject to potential disclosure to third parties after the award, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 ("MFOIPOP").
- 1.11.2. The undersigned acknowledges that any personal or confidential information which the Bidders provide is being collected and will be used exclusively for the purposes of analyzing, evaluating and assessing the Bid Submission as submitted.
- 1.11.3. Any information a Bidder wishes to identify as propriety and have maintained as confidential, excluding unit pricing information as well as the total dollar value of the Bid Submission, must be clearly identified as such, and any proposed restrictions on disclosures specified.
- 1.11.4. For the purposes of a report to the Trustees of the Board, pricing information as well as the total dollar value of the Bid Submission may be reported in a public

report and will not be considered confidential.

- 1.11.5. In addition, the Board may be ordered by the Information and Privacy Commissioner under the provisions of MFOIPOP to disclose additional information identified by a Bidder as proprietary and confidential.

1.12. ITEMIZED PRICES

- 1.12.1. **Itemized Prices** are for Work that is included in the Tender Price and are to be submitted as a DEDUCTION from the Contract Price. Deletion of this work shall be at the sole discretion of the owner.

1.13. SIGNING OF TENDER

The undersigned is submitting this Bid Price 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 _____ 201 .

CORPORATE SEAL:

END OF FORM OF TENDER

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.

20 Schools See Appendix 1

- 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*	Section 00200
----------	-----------------	---------------

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

1.3.1.2.	Instructions to Bidders Document	Section 00300
----------	----------------------------------	---------------

1.3.1.3.	Supplementary General Conditions to CCDC-2 2008 Document	Section 00810
----------	--	---------------

1.3.1.4.	General Instructions	Section 01001
----------	----------------------	---------------

And

1.3.1.5. Spare

Above Bidding Documents (marked by asterisk) are to be signed and executed by each of the prequalified Sub-Contractors named by the low Bidder in his/her form of tender .

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

1.3.1.7. 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.

1.3.1.8. 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*, Section 00200 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.

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. (NOT APPLICABLE)

1.4.11. Bid Submissions shall be valid for sixty (60) calendar days from the date of closing as identified above.

1.5. SECTION RESERVED

1.6. SECTION RESERVED

1.7. SECTION RESERVED

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
Attn: Dave Moffatt

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

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.*** Bids may be evaluated using the overall stipulated bid price and/or a combination of any additional pricing requested in this tender package.

1.14. SUB-CONTRACTORS

1.14.1. (NOT APPLICABLE)

1.14.2. (NOT APPLICABLE)

1.14.3. 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.

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 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.
- 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. (SECTION RESERVED)**
- 1.20. (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 Consultants during the time of bidding in the form of Addenda to all 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.).

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 Engineer (Prime Consultant) whose name address and telephone number appear below:

Chester Budziak P. Eng.
Nsafe Engineering Inc
35 Brydon Dr. Toronto, Ontario, M9W 4N3 Canada
Telephone: 905-339-3014
E-mail: chester@nsafe.com

1.27. EXAMINATION OF THE PLACE OF WORK

- 1.27.1. 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.
- 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.
- 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. (NOT APPLICABLE)

- 1.28.2. The Contractor must, however, pay all other necessary fees, deposits and charges related to Municipal, Provincial and Federal Requirements. The Contractor is responsible for determining the amounts of these permits, fees, etc.

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.
- 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. 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. SECTION RESERVED

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, will be in accordance with the following:

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.

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.

1.35. SECTION RESERVED

1.36. SECTION RESERVED

END OF INSTRUCTIONS TO BIDDERS

SUPPLEMENTARY GENERAL CONDITIONS

to CCDC 2, 2008 Stipulated Price Contract for "20 Schools, Roof Ladders & Guard Railings"

SC1 GENERAL

- 1.0 Where a General Condition or paragraph of the General Conditions of the Contract is deleted by the Supplementary General Conditions, the numbering of the remaining General Conditions or paragraph shall remain unchanged, unless stated otherwise herein, and the numbering of the deleted item will be retained, unused.
- 1.1 The General Conditions for Canadian Standard Construction Document, CCDC No. 2, 2008 edition for the construction of the **20 Schools listed in Appendix 1 "Roof Ladders & Guard Railings", in Mississauga, Ontario** are hereby amended, including Articles A-1 through A-8, the Definitions and the General Conditions GC 1.1 to GC 12.3 inclusive. These Supplementary General Conditions supersede, replace or amend the *Contract Document* clauses, as noted in each item. Supplementary General Conditions are indicated in this Document 00810 as "SC 1" (for Supplementary Condition No. 1), "SC 2", etc. General Conditions stated in the *Contract Document* are referred to in this Document 00810 as "GC 1.1" (for General Condition No. 1.1 of CCDC No. 2, 2008), "GC 2.1", etc.
- 1.2 Throughout the *Contract Documents* references to the "General Conditions of the *Contract*" or "General Conditions" shall include the Supplementary General Conditions listed in this Document 00810.
- 1.3 These Supplementary General Conditions shall apply to all work.
- 1.4 Where any article, paragraph or sub-paragraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such article, paragraph or sub-paragraph shall remain in effect and the supplemental provisions shall be considered as added thereto.
- 1.5 Where any article, paragraph, or sub-paragraph in the General Conditions is amended, voided, or superseded by any of the following paragraphs, the provisions of such article, paragraph, or sub-paragraph not so amended, voided or superseded shall remain in effect.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

SC2 ARTICLE A-3 – CONTRACT DOCUMENTS

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

SC3 ARTICLE A-5 – PAYMENT

- 5.1 Amend the first sentence of paragraph 5.1, to read:

“Subject to the provisions of the contract documents and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation does not exist or apply, subject to a lien holdback of Ten percent (10%) PLUS a Reserve Fund of One percent (1%), the Board shall:”

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

5.3.1 “Interest

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

SC4 ARTICLE A-9 – CONFLICT OF INTEREST

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

- 9.1 “The *Contractor*, all of the *Subcontractors* and *Suppliers* and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the *Owner*) with the provision of the *Work* pursuant to the *Contract*. The *Contractor* acknowledges and agrees that a conflict of interest, as described in this Article A-9, includes, but is not limited to, the use of *Confidential Information* where the *Owner* has not specifically authorized such use.”
- 9.2 “The *Contractor* shall disclose to the *Owner*, in writing, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any *Subcontractor* or *Supplier* that is directly or indirectly affiliated with or related to the *Contractor*.”
- 9.3 “The *Contractor* covenants and agrees that it will not hire or retain the services of any employee or previous employee of the *Owner* where to do so constitutes a breach by such employee or previous employee of the *Owner*’s conflict of interest policy, as it may be amended from time to time, until after completion of the *Work* under the *Contract*.”
- 9.4 “It is of the essence of the *Contract* that the *Owner* shall not have direct or indirect liability to any *Subcontractor* or *Supplier*, and that the *Owner* relies on the maintenance of an arm's-length relationship between the *Contractor* and its *Subcontractors* and *Suppliers*. Consistent with this fundamental term of the *Contract*, the *Contractor* will not enter into any agreement or understanding with any *Subcontractor* or *Supplier*, whether as part of any contract or any written or oral collateral agreement, pursuant to which the parties thereto agree to cooperate in the presentation of a claim for payment against the *Owner*, directly or through the *Contractor*, where such claim is, in whole or in part, in respect of a disputed claim by the *Subcontractor* or *Supplier* against the *Contractor*, where the payment to the *Subcontractor* or *Supplier* by the *Contractor* is

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

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

SC5 ARTICLE A-10 CONSTRUCTION SAFETY

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

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

SC6 ARTICLE A-11 DECLARATION OF NO CONFLICT

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

- 11.1 “The *Contractor* represents and warrants that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work* that the *Contractor*’s

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

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

SC7 DEFINITIONS

4. Amend Definition 4 (Consultant) by adding the following to the end of the Definition:
"For the purposes of the *Contract*, the terms "*Consultant*", "*Architect*" and "*Engineer*" shall be considered synonymous."
12. Amend Definition 12 (Owner) by adding the following to the end of the Definition:
"The words "Owner" and "Board" shall be considered synonymous."
16. Amend Definition 16 (Provide) by adding the following to the end of the Definition:
"*The word "Provide" has this meaning whether or not the first letter is capitalized.*"

Add the following **new** definitions:

27. Confidential Information

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

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

28. Construction Schedule

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

29. Force Majeure

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

30. Install

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

31. Labour Dispute

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

32. Overhead

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

33. Request for Information (RFI)

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

SC8 GC 1.1 CONTRACT DOCUMENTS

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

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

- .6 “The Schedules are those portions of the *Contract Documents*, wherever located and whenever issued, which compile information of similar content and may consist of drawings, tables, charts and/or lists.”

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

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

SC9 GC 1.4 ASSIGNMENT

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

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

SC10 GC 1.5 EXAMINATION OF DOCUMENTS AND SITE

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

- 1.5.1 “The *Contractor* declares and represents that in tendering for the *Work*, and in entering into a *Contract* with the *Owner* for the performance of the *Work*, it has either investigated for itself the character of the *Work* to be done and all local conditions, including the location of any utility which can be determined from the records or other information available at the offices of any person, partnership, corporation, including a municipal corporation and any board or commission thereof

having jurisdiction or control over the utility that might affect its tender or its acceptance of the *Work*, or that, not having so investigated, the *Contractor* has assumed and does hereby assume all risk of conditions now existing or arising in the course of the *Work* which might or could make the *Work*, or any items thereof more expensive in character, or more onerous to fulfil, than was contemplated or known when the tender was made or the *Contract* signed.”

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

SC11 GC 2.2 ROLE OF THE CONSULTANT

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

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

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

SC11.3 Add new paragraph 2.2.19 as follows:

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

SC12 GC 2.3 REVIEW AND INSPECTION OF THE WORK

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

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

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

SC12.4 Add a new paragraph 2.3.8 as follows:

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

SC13 GC 2.4 DEFECTIVE WORK

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

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

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

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

SC13.3 Add new paragraph 2.4.4 as follows:

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

SC14 GC 3.1 CONTROL OF THE WORK

SC14.1 Add a new paragraph 3.1.3 as follows:

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

SC15 GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

SC15.1 Delete paragraphs 3.2.2.1, 3.2.2.2 and 3.3.2.4 in their entirety.

SC15.2 Add new paragraph 3.2.3.4 as follows:

3.2.3.4 “Subject to GC 9.4 CONSTRUCTION SAFETY, for the *Owner’s* own forces and for other contractors, assume overall responsibility for compliance with all aspects of the applicable health and safety legislation in force at the *Place of the Work*, including all of the responsibilities of the “Constructor”, pursuant to the *Occupational Health and Safety Act* (Ontario).”

SC16 GC 3.5 CONSTRUCTION SCHEDULE

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

“The *Contractor* shall:

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

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

3.5.2 “If, at any time, it should appear to the *Owner* or the *Consultant* that the actual progress of the *Work* is behind schedule or is likely to become behind schedule, or if the *Contractor* has given notice of such to the *Owner* or the *Consultant* pursuant to subparagraph 3.5.1.3, the *Contractor* shall, either at the request of the *Owner* or the *Consultant*, or following giving notice pursuant to

subparagraph 3.5.1.3, take appropriate steps to cause the actual progress of the *Work* to conform to the schedule or minimize the resulting delay. Within five (5) calendar days of the request by the *Owner* or the *Consultant* or the notice being given pursuant to subparagraph 3.5.1.3, the *Contractor* shall produce and present to the *Owner* and the *Consultant* a plan demonstrating how the *Contractor* will achieve the recovery of the last accepted schedule.”

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

SC17 GC 3.6 SUPERVISION

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

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

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

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

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

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

SC18 GC 3.7 SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

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

SC19 GC 3.8 LABOUR AND PRODUCTS

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

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

3.8.5 “Materials, appliances, equipment and other *Products* are sometimes specified by reference to brand names, proprietary names, trademarks or symbols. In

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

SC20 GC 3.10 SHOP DRAWINGS

SC20.1 Add new paragraph 3.10.13 as follows:

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

SC21 GC 3.13 CLEAN UP

SC21.1 Add new paragraph 3.13.4 as follows:

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

SC22 GC 3.14 BOARD OCCUPANCY

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

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

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

shall be paid by the *Contractor*.”

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

SC23 GC 4.1 CASH ALLOWANCES

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

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

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

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

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

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

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

SC24 GC 4.2 CONTINGENCY ALLOWANCE

- SC24.1 Delete existing paragraph 4.2.1 and replace with the following:
“No contingency allowance is included in the Contract.

SC24.2 Delete existing paragraph 4.2.2 in its entirety.

SC24.3 Delete existing paragraph 4.2.3 in its entirety.

SC25 GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

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

SC26 GC 5.2 APPLICATIONS FOR PROGRESS PAYMENT

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

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

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

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

SC26.3 Add new paragraph 5.2.8 as follows:

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

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

SC27 GC 5.3 PROGRESS PAYMENT

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

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

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

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

5.3.4 “The schedule of values required by paragraph 5.2.4, shall provide for the establishment of a Reserve Fund equivalent to the value of One percent (1%)

of the Work performed, which fund shall be held in an interest-bearing trust account in the name of the *Owner* and paid to the Contractor at the time of final completion of the Work. This Reserve Fund shall be in addition to any required Construction Lien Holdback. The funds shall be subject to claims by the *Owner* and others as provided for under the terms of the *Contract Documents*.”

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

SC28 GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

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

- 5.4.4 Following the issuance of a certificate of *Substantial Performance of the Work*, the *Consultant* will review the *Work* and prepare a list of deficiencies and incomplete *Work* items.
- .1 The *Consultant* will assign a monetary value to each item.
 - .2 Values assigned shall be those estimated to be required to have deficiencies corrected by an outside Contractor, not currently engaged in the *Work* of the Contract.
 - .3 The total of such amounts will be withheld from payments form a portion of the Deficiency Holdback, conditions for which are listed in GC 5.10 – DEFICIENCY HOLDBACK.
 - .4 Re-review of deficiencies and incomplete *Work* items shall be in accordance with provisions and procedures as detailed in the Specifications, including payment and/or withholding of payment provisions and procedures.
- 5.4.5 “Within the time prescribed by the construction/builder’s lien legislation in force at the *Place of the Work*, or where there is no legislation or no time prescribed, within a reasonable time of receiving a copy of the certificate of *Substantial Performance of the Work* signed by the *Consultant*, the *Contractor* shall take whatever steps are required to publish or post a signed copy of the certificate, as is required by such legislation. If the *Contractor* fails to comply with this provision, the *Owner* may take the required steps pursuant to the legislation and charge the *Contractor* for any costs so incurred.”
- 5.4.6 Following the issuance of the certificate of *Substantial Performance of the Work*, the following shall apply to completing the *Work*:
- .1 *Contractor* is to complete the *Work* within sixty (60) calendar days, or such shorter time period as is established under paragraph 5.4.3.
 - .2 No payments will be processed following *Substantial Performance of the Work* and prior to Total Performance of the *Work*.

- .3 The *Owner* reserves the right to contract out any or all unfinished *Work* if it has not been completed within sixty (60) days of *Substantial Performance of the Work* without prejudice to any other right or remedy and without affecting the warranty period. The cost of completing the *Work* shall be deducted from the *Contract Price*.

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

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

“In addition to a Reserve Fund noted in SC27.3, paragraph 5.3.4, a Deficiency Holdback may also be retained by the *Owner* to secure the correction of deficiencies and/or warranty claims. Included in these amounts would be all *Consultant* and *Owner* costs related to the correction of deficiencies and/or warranty claims.”

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

- SC29.3 Add new replacement subparagraph 5.5.3 as follows:

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

SC30 GC 5.6 PROGRESSIVE RELEASE OF HOLDBACK

- SC30.1 Delete GC 5.6 in its entirety and replace with the following paragraph 5.6.1:

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

SC31 GC 5.7 FINAL PAYMENT

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

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

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

SC32 GC 5.10 DEFICIENCY HOLDBACK

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

- 5.10.1 “Notwithstanding any provisions contained in the *Contract Documents* concerning certification and release of monies to the *Contractor*, the *Owner* reserves the right to establish a Deficiency Holdback, in addition to a Reserve Fund, at the time of the review for *Substantial Performance*.”
- 5.10.2 “Amount of the Deficiency Holdback shall be based upon one or more of the following:
- .1 The total of the values assigned to Deficiency List items, as described in GC 5.4, Item 5.4.4.1;
 - .2 A premium to be determined, based upon individual *Project* completion circumstances present at the time of the deficiency review, up to a total of 100% of the dollar value of the deficiencies listed by the *Consultant*.”
- 5.10.3 “The *Owner* shall retain the entire deficiency holdback amount until completion of all of the deficiencies listed by the *Consultant* to the satisfaction of the *Consultant and Owner*.”

SC33 GC 6.1 OWNER’S RIGHT TO MAKE CHANGES

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

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

SC34 GC 6.2 CHANGE ORDER

SC34.1 Add new paragraph 6.2.3 as follows:

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

SC34.2 Add new paragraph 6.2.4 as follows:

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

SC34.3 Add new paragraph 6.2.5 as follows:

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

SC34.4 Add new paragraph 6.2.6 as follows:

"Allowances for overhead and profit shall cover all of the General Contractor's and Subcontractor's administrative and incidental costs relating to a change including, without limitation, costs relating to project managers, superintendents, assistants, watchpersons and administrative personnel, shop drawing production, head office and site office expenses, worker tools, temporary facilities, bonds, insurance, transportation, record drawings, cleanup and disposal of waste materials".

SC35 GC 6.3 CHANGE DIRECTIVE

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

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

- .5 Subcontractor's combined overhead and profit mark up on subcontract work shall not exceed 5%.

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

SC36 GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

SC36.1 Add new paragraph 6.4.5 as follows:

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

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

SC36.2 Add new paragraph 6.4.6 as follows:

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

SC37 GC 6.5 DELAYS

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

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

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

- 6.5.6 “If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone directly or indirectly employed or engaged by the *Contractor*, or by any cause within the *Contractor’s* control, then the *Contract Time* may be extended for such reasonable time as the *Owner* may decide in consultation with the *Consultant* and the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including, but not limited to, the cost of all additional services required by the *Owner* from the *Consultant* or any sub-consultants, project managers, or others employed or engaged by the *Owner*, and in particular, the costs of the *Consultant’s* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein, as the same may be extended through the provision of these General Conditions, and any later or actual date of *Substantial Performance of the Work* achieved by the *Contractor*.”
- 6.5.7 “No claim for delay shall be made and the *Contract Time* shall not be extended due to climatic conditions which are within normal or expected statistical maximums and minimums, within a ten year time period, or arising from the *Contractor’s* efforts to maintain the *Contract* schedule.”
- 6.5.8 “The parties acknowledge the construction of the *Work* is designed to accommodate the requirements of the *Owner* and failure to attain *Substantial Performance* by the date stipulated in the Agreement shall result in inconvenience and expense to the *Owner* and its teachers, students, and others – the exact extent of which is virtually impossible to calculate. Consequently, the parties agree that their best estimate of costs involved in delay beyond the stipulated date for *Substantial Performance* is \$ 1000.00 **(One Thousand Dollars) per day** and said sum shall be paid by the *Contractor* to the *Owner* for each Working Day of the delay, and shall be deemed for all purposes as reasonable compensation to the *Owner* for delay costs only. This amount is not, and shall not be deemed to be a penalty, but is a fair estimate of the actual costs resulting from the delay, and shall be charged in addition to all other cost provided for in the contract documents”.

SC38 GC 6.6 CLAIMS FOR A CHANGE IN THE CONTRACT PRICE

SC38.1 Delete GC 6.6 in its entirety.

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

SC39.1 Add a new subparagraph 7.1.3.4 as follows:

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

SC39.2 Add new paragraph 7.1.7 as follows:

- 7.1.7 “In addition to any changes certified by the *Consultant*, pursuant to the provisions of item 7.1.5.3 of the General Conditions, the *Contractor* shall:
- .1 pay an allowance for the additional time and services required by the *Board’s* representative and other employees equivalent to the relevant payroll costs, plus 150%.
 - .2 be responsible for all legal costs incurred by the *Board* with respect to liens arising out of this *Contract*. This includes all costs to perform more than one search per payment such that it includes the costs of all searches discovering liens registered against the *Board’s* property, arising out of the *Contract*.”

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

SC40.1 Delete paragraph 7.2.2, in its entirety.

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

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

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

- 7.2.5 “If the default cannot be corrected within the 5 *Working Days* specified in paragraph 7.2.4, the *Owner* shall be deemed to have cured the default if it:
- .1 commences correction of the default within the specified time;
 - .2 provides the *Contractor* with an acceptable schedule for such correction; and,
 - .3 completes the correction in accordance with such schedule.”

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

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

SC40.6 Add new paragraphs 7.2.7, 7.2.8 and 7.2.9 as follows:

- 7.2.7 “The *Contractor* shall not be entitled to give notice of the *Owner’s* default or terminate the *Contract* in the event the *Owner* withholds certificates or payment or both in accordance with the *Contract* because of:
- .1 the *Contractor’s* failure to pay all legitimate claims promptly, or
 - .2 the *Contractor’s* failure to correct deficiencies and incomplete Work in accordance with timelines set out elsewhere in the Contract Documents, or
 - .3 the failure of the *Contractor* to discharge construction liens which are registered against the title to the *Place of the Work*.”

SC41 GC 8.2 NEGOTIATION, MEDIATION AND ARBITRATION

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

“Subject to the consent of each of the Owner and Contractor, the parties may appoint a Project Mediator in accordance with the Rules for Mediation of Construction Disputes as provided in CCDC 40 in effect at the time of bid closing, within 20 Working Days after Notice in Writing is given by one party to another of a dispute which the parties have been unable to resolve amicably with the assistance of the Consultant”.

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

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

SC41.4 Add new paragraph as follows:
The dispute may be finally resolved by arbitration under the Rules of Arbitration of Construction Disputes, as provided in CCDC 40 in effect at the time of bid closing, provided that both the Contractor and the Owner agree. If the Contractor and the Owner agree to resolve the dispute by arbitration, the arbitration shall be conducted in the jurisdiction of the Place of Work.

SC42 GC 9.1 PROTECTION OF WORK AND PROPERTY

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

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

SC43 GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

SC43.1 Add a new subparagraph 9.2.5.5 as follows:

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

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

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

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

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

SC44 GC 9.4 CONSTRUCTION HEALTH AND SAFETY

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

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

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

SC44.3 Add new paragraphs 9.4.2 to 9.4.10 as follows:

9.4.2 “Observe and enforce construction safety measures required by the National Building Code (1990) Part 8; the Provincial Government; Workers' Compensation Board; and, Municipal authorities. In particular, the Occupational Health and Safety Act (Ont. Reg. 213/91), the Ontario Construction Safety Act, WHMIS, the regulations of the Ontario Ministry of Labour and Ontario Hydro Safety Requirements shall be strictly enforced.”

9.4.3 “The *Board* reserves the right to engage in separate contracts, beyond those of the *General Contractor*, as part of the total construction of the *Project*. These separate contracts shall include, but need not be limited to, the supply and

installation of plug-in/plug-out units; supply and installation of draperies, stage equipment, projection equipment and storage shelving units; the supply and installation of telephone, communication, computer and surveillance systems, equipment, wiring and components; the supply and placement of furnishings; and graphic art services.”

- 9.4.4 “The General *Contractor*, hereafter called the "*Constructor*" as defined by the Occupational Health and Safety Act of Ontario, shall be responsible for supervising and directing any such contractors as the Board may choose to perform Work on the site. The *Constructor* shall ensure that all contractors conform to the requirements of Health and Safety legislation and site policies while on the contract site.”
- 9.4.5 “*Constructor* shall ensure that copies of all applicable construction safety regulations, codes and standards are available on the job-site throughout the period of construction. All workers are to be informed that these documents are available for reference at any time.”
- 9.4.6 “The *Constructor* shall ensure that all supervisory personnel on the job-site are fully aware of the contents of the Occupational Health and Safety Act (Ontario Regulation 213/91 - Construction Projects), as amended, and the "Workers' Compensation Act" and that they comply with all requirements and procedures prescribed therein including, but not limited to, the following construction safety requirements:
- .1 *Constructor* to register with the Director of the Occupational Health and Safety Division prior to commencement of *Work* on the Project, and (O. Reg. 213/91, sec 5).
 - .2 File a notice of Project and commencement of the Project, (O. Reg. 213/91, sec 6).
 - .3 Notification prior to trenching deeper than 1.2 m, (O. Reg. 213/91, sec 7).
 - .4 Establish a Joint Health and Safety and/or Worker Trades Committee, as required.
 - .5 Ensure that all activities arising out of the above are recorded and that minutes are available to an inspector of the Ontario Ministry of Labour.
 - .6 The *Contractor* shall be considered as the "*Constructor*" in consideration of the rights and responsibilities for all construction safety requirements, procedures, facilities and inspection of all Work performed by the *Contractor*, *Sub-Contractors*/Sub-trades and other *Contractors* engaged on this Project.
 - .7 In the event of a conflict between any of the provisions of the above authorities, **the most stringent provisions are to be applied.**”
- 9.4.7 “Material Safety Data Sheets (MSDS) must be available at the Project site for any product **designated hazardous** or containing **hazardous ingredients** prior to being used, installed or applied inside the building.”

- 9.4.8 “The *Constructor* must provide a job introduction or safety indoctrination session for all personnel and trades Working, inspecting and/or supervision the site.”
- 9.4.9 “The *Constructor* will be responsible for taking all necessary steps to protect personnel (Workers, visitors, general public, etc.) and property from any harm throughout the duration of the Contract.”
- 9.4.10 “The *Constructor* shall supply **competent personnel** to implement the Health and Safety program and ensure compliance with the company's standards and those of the Occupational Health and Safety Act of Ontario.”
- 9.4.11 “The *Constructor* will include these provisions in any agreement with sub-contractors or trades and shall monitor compliance.”
- 9.4.12 “The *Constructor* is responsible for any delays in the progress of Work due to an infraction of legislated or site Health and Safety requirements.
.1 If, in the opinion of the consultant, additional Work and steps to recover such delays are necessary to meet dates set in the Contract, the Constructor shall provide all such services without any additional cost to the Board.”
- 9.4.13 “During the course of the Project, if the Health and Safety policies of the Constructor are found to be deficient and/or the CAD-7 rating by the WCB has changed adversely, additional full-time **accredited safety personnel** must be appointed without extra cost to the *Board*.”
- 9.4.14 “The *Contractor* shall promptly report in writing to the *Owner* and the *Consultant* all accidents of any sort arising out of or in connection with the performance of the *Work*, whether on or adjacent to the job site, giving full details and statement of witnesses. If death or serious injuries or damages are caused, the accident shall be promptly reported by the *Contractor* to the *Owner* and the *Consultant* by telephone or messenger in addition to any reporting required under the applicable safety regulations.”

SC45 GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

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

SC45.2 Delete and replace paragraph 10.2.3 to read:

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

SC45.3 Add new paragraph 10.2.8 as follows:

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

SC45.4 Add new GC 10.2.9 – NOTIFICATIONS TO CHIEF BUILDING OFFICIAL, as follows:

10.2.9 The contractor shall notify the Chief Building Official or the registered code agency where applicable, of the readiness, substantial completion and completion of the stages of construction set out in Division C - Part 1 1.3.5.1 of the Building Code, O. Reg. 332/12 as amended. The contractor shall be present at each site inspection by an inspector or registered code agency as applicable under Division C - Part 1 1.3.5.1 of the Building Code.

SC46 GC 10.4 WORKERS’ COMPENSATION

SC46.1 Revise paragraph 10.4.1 to read as follows:

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

SC47 GC 12.1 INDEMNIFICATION

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

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

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

SC48 GC 12.2 WAIVER OF CLAIMS

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

SC49 GC 12.3 WARRANTY

SC49.1 Add new paragraphs 12.3.7 to 12.3.12 as follows:

- 12..3.7 “Where required by the *Contract Documents*, the *Contractor* shall provide a maintenance bond as security for the performance of the *Contractor’s* obligations as set out in GC 12.3 WARRANTY.”
- 12.3.8 “The *Contractor* shall provide fully and properly completed and signed copies of all warranties and guarantees required by the *Contract Documents*, containing:
- .1 the proper name of the *Owner*,
 - .2 the proper name and address of the *Project*,
 - .3 the date the warranty commences, which shall be at the “date of *Substantial Performance of the Work*” unless otherwise directed by the *Consultant* in writing.
 - .4 a clear definition of what is being warranted and/or guaranteed as required by the *Contract Documents*; and
 - .5 the signature and seal (if required by the governing law of the *Contract*) of the company issuing the warranty, countersigned by the *Contractor*.”
- 12.3.9 “Should any *Work* be repaired or replaced during the time period for which it is covered by the specified warranty, a new warranty shall be provided under the same conditions and for the same period as specified herein before. The new warranty shall commence at the completion of the repair or replacement.”
- 12.3.10 “The *Contractor* shall ensure that its *Subcontractors* are bound to the requirements of GC 12.3 – WARRANTY for the *Subcontractor’s* portion of the *Work*.”

SC50 PART 13 OTHER PROVISIONS

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

SC51 GC 13.1 CONSTRUCTION LIENS

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

- 13.1.1 “In the event that a claim for lien is registered against the *Project* by a *Sub-Contractor*, *Sub-Sub-Contractor* or *Supplier*, and provided the *Owner* has paid all amounts properly owing under the *Contract*, the *Contractor* shall, at its own expense:
- .1 within 10 calendar days, ensure that any and all claims for lien and certificates of action are discharged, released, or vacated by the posting of security or otherwise; and
 - .2 in the case of written notices of lien, ensure that such notices are withdrawn, in writing.
- 13.1.2 In the event that the *Contractor* fails to conform with the requirements of Paragraph 13.1.1, the *Owner* may fulfil those requirements and set off and deduct from any amount owing to the *Contractor*, all costs and associated expenses, including the costs of posting security and all legal fees and disbursements associated with discharging or vacating the claim for lien or

certificate of action and defending the action. If there is no amount owing by the *Owner* to the *Contractor*, then the *Contractor* shall reimburse the *Owner* for all of the said costs and associated expenses.

End of Document 00830 - Supplementary General Conditions to CCDC 2, 2008

1 GENERAL

1.1 REQUIREMENTS INCLUDED

- .1 Requirements Included
- .2 Related Requirements
- .3 Title and description of Work
- .4 Work Covered by Contract Documents
- .5 Contract Method
- .6 Contract Documents
- .7 Work by Others
- .8 Pre-ordered Products & Pre-tendered Work
- .9 Owner Furnished Items
- .10 Future Work
- .11 Work Division and Sequence
- .12 Contractor Use of Premises
- .13 Owner Occupancy
- .14 Tendering Conditions Which Remain Applicable Throughout Construction Period
- .15 Ontario Building Code Information
- .16 Bylaws, Permits and Approvals
- .17 Special Site Conditions

1.2 RELATED REQUIREMENTS

- .1 Document 00200: Instructions to Bidders
- .2 Document 00300: Form of Tender
- .3 Document 00830: Supplementary Conditions

1.3 TITLE AND DESCRIPTION OF WORK

- .1 This project is to be known as:
20 Schools Roof Ladders & Guard Railings
- .2 Work of this Contract comprises
20 Schools See Appendix 1

, located at:

Mississauga, ON

The Dufferin-Peel Catholic District School Board will be the Owner of record with respect to the construction Contract. The construction contract (generally) includes the following work:

- .1 Removal of existing steel vertical ladders:
 - .1 Design, fabricate and install new steel vertical ladders
 - .2 Installation of new counterbalanced guard railings.
 - .3 Repair Roof Hatches

1.4 WORK COVERED BY CONTRACT DOCUMENTS

.1 The work covered by (included in) the Contract Documents includes the complete removal of existing steel vertical ladders, design and fabricate new steel vertical ladders, installation of the ladders, and supply and installation of counterbalanced guard railings as details in the drawings and specifications—

.1—(NOT APPLICABLE)

.2 Payments for permits, fees, bonds, insurance, etc. are documented throughout the contract documents as to which of these are to be included in the Stipulated Price Contract Amount and which are to be paid by the Owner directly, or by others.

.3 Work not covered by (included in) the Contract Documents includes those items marked as Not In Contract (NIC), furnishings not shown, Owners' equipment not shown, etc.

.4 For general reference purposes only, the following Work is identified for the Contractor's convenience/cross reference and is signified as Not In Contract (identified as "NIC" in the Contract Documents) OR Supply By Others / Installation/Connection In Contract OR Supply and Installation in Contract:

1.1.5.1 Furnishings such as tables, desks, library shelving, change table, etc. : Supply NIC; Install NIC.

1.1.5.2 Academic Equipment such as projectors, manual projector screens, and other components that will be attached to the building structure, computers, printers, photocopiers, laminators: Supply NIC; Install NIC. (Ceiling projector mount assemblies are INCLUDED.)

1.1.5.5 Loose carpets, window blinds: Supply NIC; Install NIC
(*Drama Room and Lecture Hall tracks, rigging and drapes are INCLUDED in the Contract.*)

1.1.5.6 Academic and Custodial Supplies such as books, paper goods, writing materials, cleaners, mops, floor polishers, loose ladders etc.: Supply NIC; Install NIC

1.1.5.8 Waxing of vinyl tile flooring. (See "Periodic Cleaning" this Document): Supply NIC; Install NIC

.5 Products Supplied by Board:

- .1 The Board, for incorporation into Work of this Contract will supply products indicated accordingly either on the drawings or in the specifications.
- .2 The Board will provide manufacturer's installation instructions for each such product as available.
- .3 The Contractor's duties with respect to products supplied by the Board, are, but not necessarily limited to, the following:

- .1 Unload and handle at site.
 - .2 Promptly inspect delivered products and give written report to the Consultant on condition of all items received.
 - .3 Pay demurrage charges.
 - .4 Temporarily store products in secure and suitable storage.
 - .5 Install, connect and finish products as specified.
 - .6 Remove packaging material from site and clean products.
- .4 The Contractor shall co-operate fully with any and all Board commissioned Contractors.

1.5 CONTRACT METHOD

- .1 Construct the Work under a single lump sum fixed price construction contract.
- .2 The Construction Contract Document (form) shall be standard construction document CCDC Document No.2, 2008 for Stipulated Price Contract. Conditions of this standard document are amended and/or modified by Document 00830 – Supplementary General Conditions to CCDC 2 – 2008, as contained in the Tender and Contract Documents.
- .3 Sub-Contract Awards:
 - .1 The Contractor shall, on notice of award of the Contract, obtain the Consultants' approval of a complete list of all persons or firms to which the Contractor proposes to sub-contract any part of the Work, the scope of the sub-contracts being assigned, and the amount of each sub-contract.
 - .2 The Contractor shall provide to the Consultant a financial breakdown showing all divisions of the Work amounting to the full sum of the Contract Price. Electrical and Mechanical sub-contracts shall be further broken down as requested by the Consultants.
- .4 Relationship Among and Between Trades:
 - .1 The Contractor is responsible for co-ordinating all trades. The Contractor is solely responsible for determining the lines of demarcation between Contractor and/or each of the Sub-Contractors.
 - .2 Neither the Consultant nor the Board assumes any responsibility for any such determination or for any dispute arising concerning it. No extras will be considered due to any such dispute concerning either labour or materials.

1.6 CONTRACT DOCUMENTS

- .1 The Contract Specifications have been generally divided into trade sections for the purpose of ready reference. The division of the specifications and the location of work items (supply and/or install) does not stipulate the Division of Work within the overall Contract. Descriptions of items are (generally) arranged in approximate

accordance with the Consultants' current understanding of subtrade divisions and scope of work for similar projects. As stated elsewhere in the Contract Documents, the Contractor is solely responsible for the division and assignment of the Work.

- .2 Specifications and drawings form an integral part of the Contract Documents. Any subject or item listed and/or shown by one, but which is omitted from OR which is mentioned OR which is reasonably implied in the other, shall be considered as properly and sufficiently specified/detailed and will be part of the Work.
- .3 The Contractor and Sub-Contractors shall examine carefully all drawings and specifications to inform themselves fully of all conditions and limitations pertaining to the Work of the Contract.

1.7 WORK BY OTHERS

- .1 Work by Others shall include the provision of loose furniture and furnishings; this work will be tendered separately by the Owner.
- .2 Work by Others shall include the supply and installation (unless installation is indicated to be included in the Contract) of miscellaneous equipment which is either indicated as "NIC" on the Contract Documents or is not known or indicated at this time.

1.8 PRE-ORDERED PRODUCTS AND PRE-TENDERED WORK

- .1 No products, assemblies or materials shown on the Contract Documents have been pre-ordered or pre-tendered.

1.9 OWNER FURNISHED ITEMS

- .1 Owner furnished items shall be limited to those items indicated as Not In Contract (NIC) on the Contract Documents and to other items not known or indicated at this time, except as listed below:
 - .1 None

1.10 FUTURE WORK

- .1 No Future Work is anticipated for this project.

1.11 WORK DIVISION AND SEQUENCE

- .1 The Contractor shall be fully responsible for work division and work sequence, except as detailed under Item 1.17 – Special Site Conditions, at the end of this Section. The Contractor shall be fully responsible for the overall project progress schedule and meeting of completion dates.
- .2 The Contractor shall follow and adhere to the requirements and restrictions of the Contract Documents with respect to changes and/or proposed changes in products,

subtrades, superintendent, etc. It shall not be considered to be a valid excuse for failure to maintain or meet construction schedule deadlines that the Consultant and/or Owner has refused to accept a substitution or change proposed by the Contractor. When valid reasons (which are consistent with the intent of the Contract Documents and which preserve/maintain the best interests of the Owner) are submitted along with the proposed change, the Consultant and/or Owner will not unreasonably withhold approvals for substitutions and/or changes.

- .3 The Consultant and the Owner will co-operate with the efforts of the Contractor to divide the work and to achieve the required overall project progress but will not direct the work or impose undue restrictions upon the Contractor as to how or when each component of the work is performed.
- .4 The Contractor and all Sub-Contractors shall co-operate and co-ordinate their work for the proper completion of the Work, including co-ordination of delivery dates and commencement of Sub-Contractor's Work.
- .5 The responsibility for all Work, including temporary structures, shoring and erection shall at all time rest with the Contractor (and, by extension, the Sub-Contractors). The Consultant will review construction methods and shop drawings for arrangements only. The method of obtaining the results contemplated by the Contract Documents shall be determined by the Contractor.
- .6 The undertaking of periodic site review by the Consultant or Board Representative shall not be construed as supervision of actual construction, nor make them responsible for providing a safe place for Work, visit, use, access, travel, or occupancy of the Consultant's or Board's employees or agents.
- .7 The Contractor shall be fully responsible for co-ordinating and expediting the Work of all Sub-Contractors and shall employ the necessary and qualified personnel to provide the required quality of labour and materials and to prevent delays in the progress of the project. Each Sub-Contractor shall be afforded all reasonable opportunities for the installation of the Sub-Contractor's own Work and for the storage and handling of required materials.
- .8 Overtime:
 - .1 The Contractor shall include in the Contract Price, all costs for overtime Work which may be necessary to complete the various portions of the Work, in accordance with the Completion Dates specified in Document 00300 - Form of Tender.
 - .2 The Board shall not entertain requests for any payments in connection with overtime Work that may be required by the Contractor, or any of the Contractor's Sub-Contractors in order to comply with the above referenced dates.
 - .3 Both the Contractor and Sub-Contractors are cautioned that they should not submit bids if they are unsure of their ability to comply with the stated construction and/or occupancy schedule and requirements, if they are unsure of their ability to

provide overtime Work as necessary and/or if they are unwilling to be bound by the schedule and financial ramifications as described in the Document 00830 – Supplementary Conditions to CCDC 2 – 2008 and elsewhere in the Tender and Contract Documents.

1.12 CONTRACTOR USE OF PREMISES

- .1 Contractor has unrestricted use of site and the building until Substantial Performance has been reached.
- .2 Contractor shall limit the use of the premises to those directly related to performance of The Work, for storage, and for access, and shall allow for, as part of the normal work of the Contract, the following:
 - .1 Owner occupancy prior to the date of Substantial Performance (late in the construction period).
 - .2 Owner occupancy following the date of Substantial Performance.
 - .3 Work by other Contractors as required by the Owner or as required for completion of the work of this Contract.
 - .4 Public usage or access by Consultant, Owner, Municipal Authorities, etc. for review, inspection or approval purposes.
- .3 Co-ordinate use of premises under direction of Consultant.
- .4 Assume full responsibility for protection and safekeeping of the premises and any products stored within the building or on the site under this Contract.
- .5 Obtain and pay for use of additional storage or work areas needed for operations under this Contract.
- .6 Contractor shall modify and/or limit the use of the premises for Work, for storage, and for access if so requested in writing by the Owner (provided that it is determined by the Consultant that the request is reasonable) for the following purposes:
 - .1 Partial Owner occupancy prior to the date of Substantial Performance (late in the construction period).

1.13 OWNER OCCUPANCY

- .1 Building and Site: The Owner requires early and/or partial occupancy of the building and the site, following Substantial Performance (see Item below regarding Special Occupancy Conditions). At the commencement of construction a schedule of construction and completion will be prepared and submitted by the Contractor. This schedule will indicate the anticipated date of Substantial Performance. Once accepted by the Owner, this schedule will become the official project schedule and completion will be expected based upon that schedule. Should the Contractor fall behind the construction progress required to meet the agreed completion date, he will be expected to make up the lost time through overtime, additional shifts, etc.
- .2 Refer to Supplementary General Conditions SC 22.1, "Board Occupancy".

1.14 TENDERING CONDITIONS WHICH REMAIN APPLICABLE THROUGHOUT THE CONSTRUCTION PERIOD

.1 Performance Bond / Labour and Material Payment Bond - General Contractor and Mechanical and Electrical Subtrade Contractors

- .1 The General Contractor Tenders shall furnish a bid bond in the amount of \$10,000.00, made out in the name of The Dufferin-Peel Catholic District School Board, as well as an Agreement to Bond from an approved Bonding/Surety Company, stating that the Bonding Company will issue a 50% Performance Bond and a 50% Labour and Material Bond, if the submitted Bid Price of the undersigned is successful and the Board awards the contract to the undersigned. The Performance Bond and Labour and Material Bond shall be delivered to the Owner contemporaneously with the delivery of the executed Contract.
- .2 Refer to Instructions to Bidders, 'Bid Bond, Performance Bond, Labour & Material Bond/Maintenance Bond paragraphs 1.18.2 to 1.18.8.

.2 Taxes Included in Tender Amounts

- .1 Tender amounts shall include all customs fees, duties, freight, excise taxes, currency exchange and other charges.
- .2 The Federal/Provincial Harmonized Sales Tax (HST) is applicable to the work of this Contract and it shall be excluded from the Stipulated Sum Tender Amount. Include all other taxes and duties in effect and known to come into effect during the construction period for this project as part of the Stipulated Sum Tender amount.

.3 Construction Related Fees, Permits, Building Permit

- .1 General Contractor to pay all other permit charges, fees, deposits, etc.: The following are the fees, deposits, etc. known by the Owner at this time which will require payment by the Contractor (except as specifically noted below for each item). These fees/permits shall include (as applicable to this project and/or the local Municipality), but not be limited to (Where amounts are not known, the municipal department to contact is listed):
- .2 **(NOT APPLICABLE)**
- .3 The following other permit and/or approval fees have been or will be paid for by the Owner, as applicable to this project:

1.15 ONTARIO BUILDING CODE INFORMATION

- .1 Refer to Drawings for details of various classifications applicable to this project under the Ontario Building Code.

- .2 Refer to Drawings for locations of required fire separation walls applicable to this project under the Ontario Building Code.

1.16 BY-LAWS, PERMITS AND APPROVALS

- .1 Nothing indicated on the Drawings or Specifications is intended to be in conflict with any law, by-law or regulation of Municipal, Provincial, or similar Authority Having Jurisdiction. Work of this Contract must conform to such laws, by-laws and/or regulations. Work and construction procedures must also comply with all applicable Construction Trade organizations and/or authorities which have jurisdiction over Work of one or more trades (Example: TSSA, ESA, etc.).
- .2 The contractor shall furnish all certificates that are required or given by the appropriate governmental authorities as evidence that the Work as installed conforms with the laws and regulations of authorities having jurisdiction, including certificates of compliance for the Owner's occupancy or partial occupancy. The certificates are to be final certificates giving complete clearance of the Work, in the event that such governmental authorities furnish such certificates.
- .3 Contractor and (as applicable) each Sub-Contractor shall obtain and pay for all permits, licenses and "Project Notices" required by Municipal, Provincial, or other Authorities Having Jurisdiction, particular to their trade.
- .4 It is the final responsibility of the Contractor to obtain all the required approvals, permits licenses, permissions and certificates. Fees for these items shall be included in the Contract Price.
- .5 Any revisions or deviations requested and/or ordered (required) by any Authorities Having Jurisdiction must be reviewed by the Consultants before implementation.

1.17 SPECIAL SITE CONDITIONS

(SECTION RESERVED)

1.18 OTHER SPECIAL CONDITIONS

(SECTION RESERVED)

END OF SECTION 01001 – GENERAL INSTRUCTIONS

Section	Title	Pages
Division 01	General Requirements	
01 11 00	Summary of Work	1
Division 05	Metals	
05 50 00	Metal Fabrications	7
Division 11	Equipment	
11 24 26	Counterbalanced Guard Railing System	7

Appendices

Appendix 1	List of Schools	1
Appendix 2	Summery of 20 Schools ladder replacement requirements	5
Appendix 3	Roof Access Inspection Reports – 20 schools	

List of Drawings

Drawing No.	Title
NS-293-16	Fixed Vertical Ladders and Guard Railings

PART 1 - GENERAL

1.1. LOCATION OF WORK

1.1.1. The Work is located in 20 schools located Mississauga, Ontario in Zone 6 and 7. Schools are presented in Table 1, Appendix 1.

1.2. SCOPE OF WORK

1.2.1. The work of this Contract consists of the supply of labour, equipment and materials to remove and dispose of existing vertical steel ladders and supply of all labour and material associates with the installation of new vertical steel ladders and counterbalance roof railings.

1.2.2. The Work includes, but is not limited to:

1.2.2.1. Summary of required work for each school is listed in Appendix 2.

1.2.2.2. Roof Access Inspection Reports for the 20 schools are provided in Appendix 3.

1.2.2.3. Removal of existing internal and external vertical steel ladders.

1.2.2.4. Make good all holes in the walls left behind from the existing ladders if the anchor holes cannot be reused.

1.2.2.5. Install new vertical ladders and counterbalanced guard railings.

1.2.2.6. Install counterbalanced guard railings as per summery in Appendix 2.

1.2.2.7. Removal of the existing ladders do be performed at the same time as the new ladders are installed as not to upset the normal access to the roofs.

1.3. EXISTING SITE CONDITIONS

1.3.1. Verify Site conditions. Report inconsistencies to DPCDSB prior to commencement of Work.

END OF SECTION

1. General

1.1 SECTION INCLUDES

1.1.1. Design, Fabrication, Assembly, Products, Galvanizing for the steel vertical access ladders in accordance with the Contract Documents.

1.2 REFERENCES

1.2.1 ASTM A48, Standard Specification for Gray Iron Castings.

1.2.2 ASTM A53/A53M, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless.

1.2.3 ASTM A123/A123M, Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron & Steel Products.

1.2.4 ASTM A153/A153M, Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

1.2.5 ASTM A167, Standard Specification for Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet and Strip.

1.2.6 ASTM A307, Standard Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength.

1.2.7 ASTM A653/A653M, Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanealed) by the Hot-Dip Process.

1.2.8 ASTM A879/A879M. Standard Specification for Steel Sheet, Zinc Coated by Electrolytic Process for Applications Requiring Designation of the Coating Mass in Each Surface.

1.2.9 ASTM B633. Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel.

1.2.10 CSA G40.20/G40.21, General Requirements for Rolled or Welded Structural Quality Steel/ Structural Quality Steels (Metric Version).

1.2.11 CAN/CSA-S16, Limit States Design of Steel Structures.

1.2.12 CAN/CSA-W117.2, Safety in Welding, Cutting and Allied Processes.

1.2.13 CAN/CGSB 1.40, Anticorrosive Structural Steel Alkyd Primer.

- 1.2.14 CAN/CGSB 1.146, Cold Curing, Gloss Epoxy Coating.
- 1.2.15 CAN/CGSB 85.100, Painting.
- 1.2.16 CAN/CGSB 1.181, Ready Mixed Organic Zinc-Rich Coating.
- 1.2.17 CISC/CPMA 1.73a, A Quick-drying One-coat Paint for Use on Structural Steel.
- 1.2.18 CSA S136, North American Specification for the Design of Cold-Formed Steel Structural Members.
- 1.2.19 CSA W47.1, Certification of Companies for Fusion Welding of Steel Structures.
- 1.2.20 CSA W48, Filler Metals and Allied Materials for Metal Arc Welding.
- 1.2.21 CSA W59, Welded Steel Construction (Metal Arc Welding).
- 1.2.22 CAN-ULC-S102, Standard method of test for surface burning characteristics of building materials and assemblies.
- 1.2.23 SSPC Steel Structures Painting Council, Steel Structures Painting Manual, Vol. 2.
- 1.2.24 2012 Ontario Building Code
- 1.2.25 Occupational Health and Safety Act, R.S.O. 1990, c.O.1, Ontario Regulation 851 Industrial Establishments
- 1.2.26 Ontario Ministry of Labour, Fixed Access Ladders: Engineering Data Sheet 2-04. Revised July 2014
- 1.2.27 ANSI ASC A14.3 – 2008 American National Standards for Ladders – Fixed – Safety Requirements
- 1.2.28 Ontario Ministry of Labour Alert C20/1100 ISSN 1195-5228
- 1.2.29 TSSA FS-151-09 Guard Railing Roof Top. Rev 1, Date: July 2, 2009

1.3 DESIGN REQUIREMENTS

- 1.3.1 Design details and connections, where not shown on Drawings, in accordance with CAN/CSA-S16 and CSA S136.

1.4 SUBMITTALS

1.4.1 Shop drawings:

- 1.4.1.1 Submit Shop Drawings for fabrication and erection of steel vertical access ladders.
- 1.4.1.2 Materials, core thicknesses, finishes, connections, joints, method of anchorage, number of anchors, supports, reinforcement, details, location of ladder and accessories.
- 1.4.1.3 Ensure shop drawings are uniform in size and based on field measurements.

1.4.2 Documentation:

- 1.4.2.1 Submit letter of certification by Canadian Welding Bureau (CWB) that firms are currently in good standing.

1.4.3 Test Reports

- 1.4.3.1 Submit before fabrication, copies of mill test reports by steel manufacturer indicating chemical and physical properties of steel to used in the Work and confirming that the test are in compliance with CSA G40.20/G40.21.

1.5 QUALITY ASSURANCE

- 1.5.1 Retain a Professional Engineer, licensed in the Province of Ontario, with experience in Work of comparable complexity and scope, to perform the following services as part of the Work of this Section:

- 1.5.1.1 Design metal fabrication items as required to resist live and dead.
- 1.5.1.2 Structural design.
- 1.5.1.3 Review, stamp, and sign shop drawings.
- 1.5.1.4 Conduct shop inspections.
- 1.5.1.5 Prepare and submit inspection reports.

- 1.5.2 Executed welding by firms certified in accordance with CSA W47.1 Division 1 or 2.

- 1.5.3 Ensure welding operators are licensed in accordance with CSA W47.1 for types of welding required by Work.

1.6 DELIVERY, STORAGE AND HANDLING

1.6.1 Take precautions to deliver primed/galvanized items to Site undamaged.

2 Products

2.1 MATERIALS

2.1.1 Rolled structural steel shapes and flat hot-rolled steel Products: In accordance with CSA G40.20/G40.21, Grade 350W.

2.1.2 Hollow structural sections (HSS): In accordance with CSA G40.20/G40.21, Grade 350W, Class H.

2.1.3 Surface preparation: Remove moisture, oil, grease, dirt, excessive rust, loose mill scale and clean in accordance with SSPC-SP10/NACE No. 2.

2.1.4 Shop paint primer (prime painted steel): In accordance with CISC/CPMA 2-75.

2.1.5 Hot-dip galvanizing: In accordance with ASTM A123/A123M; minimum zinc coating of 600 g/m².

2.1.6 Welding materials: In accordance with CSA W59 and certified by the CWB.

2.1.7 Anchor bolts: In accordance with ASTM A307, Grade C, with hexagon heads and nuts, lengths shown with a minimum of 13 mm projecting beyond the nut. Nuts: In accordance with ASTM A563M.

2.1.8 High strength bolts: In accordance with ASTM A325M, Type 1, heavy hexagon high strength bolts, of standard size, of lengths required for thickness of members joined and for type of connection.

2.1.9 Lock washers, lock nuts, burr thread to prevent bolts from working loose.

2.1.9.1 In accordance with ASTM A563M; hexagon semi-finished nuts.

2.1.9.2 In accordance with ASTM F436; flat, smooth hardened washers, quenched and tempered.

2.1.10 Ladder Rungs are to be non slip type - Fisher & Ludlow 2 Hole HRPO Steel or equal

2.1.11 Ladders and ladder cages to be designed and fabricated as per ANSI A13.4 - 2006 and Ontario Ministry of Labour, Fixed Access ladders; Engineering Data Sheet 2-04 Revised 2014

2.1.12 For External Vertical Ladders use Stainless Steel 316 Hex Bolts, Hex Nuts, Flat Washers, Lock Washers and Threaded Rod to mount the ladders onto the vertical walls.

2.2 FABRICATION

2.2.1 Verify dimensions of existing Work before commencing fabrications and report any discrepancies to DPCDSB.

2.2.2 Fit and assemble Work in shop where possible. Execute Work in accordance with details and reviewed shop drawings. Where shop fabrication is not possible, make trial assembly in shop.

2.2.3 Ensure exposed welds are continuous for length of each joint. File or grind exposed welds smooth and flush. Seal exterior steel fabrications against corrosion in accordance with CAN/CSA-S16.

2.2.4 Execute shop welding to requirements specified.

2.2.5 Carefully make and fit details. Take special care with exposed finished Work to produce a neat and correct appearance to DPCDSB acceptance.

2.2.6 Assemble members without twists or open joints.

2.2.7 Correctly size holes for connecting Work of other trades where such can be determined prior to fabrication. Where possible, show holes on shop drawings. Place holes not to cause appreciable reduction in strength of member.

2.3 WELDING

2.3.1 Perform welding by electric arc process.

2.3.2 Execute welding to avoid damage or distortion to Work. Execute welding in accordance with following standards:

2.3.2.1 CSA W48 - for Electrodes. If rods are used, only coated rods are allowed.

2.3.2.2 CSA W59 for design of connections and workmanship.

2.3.2.3 CAN/CSA W117.2 - for safety.

2.3.3 Thoroughly clean welded joints and expose steel for a sufficient distance to perform welding operations. Finish welds smooth. Supply continuous and ground welds which will be exposed to view and finish painted.

2.3.4 Test welds for conformance and remove Work not meeting specified standards and replace to TTC acceptance.

2.4 SHOP PAINTING

2.4.1 Clean steel to SSPC SP6 and remove loose mill scale, weld flux and splatter.

2.4.2 Mask edges to be field welded.

2.4.3 Shop prime steel except items to be galvanized or concrete encased with one coat of primer paint to dry film thickness of 0.07 mm.

2.5 HOT DIP GALVANIZING

2.5.1 Clean steel to SSPC SP6 and remove loose mill scale, weld flux and splatter.

2.5.2 In accordance with ASTM A123/A123M, ASTM A153/A153M

2.5.2.1 After fabrication, hot dip galvanize specific miscellaneous steel items as indicated. Plug relief vents air tight. After galvanizing, remove plugs, ream holes to proper size and re-tap threads. Straighten shapes and assemblies true to line and plane after galvanizing. Repair damaged galvanized surfaces with zinc rich primer in accordance with manufacturer's printed directions.

2.6 FABRICATED ITEMS

2.6.1 Anchors and Fastening:

2.6.1.1 Provide all anchor bolts and expansion bolts or other means of anchorage required for building into floors, walls and ceilings, where necessary to secure metal to concrete, masonry or steel work, other than anchorages specified under other Sections. Fasten all components and items securely. Provide adequate reinforcing to ensure safe rigid installation. Set anchor bolts in locations indicated and spaced as shown or, if not shown, as may be required for properly securing Work.

2.6.2 Steel ladders and Ladder Safety Cages:

2.6.2.1 Fabricate complete with steel stiffeners, rungs, side rails, bent plate straps or angle brackets as shown, secured to adjacent structures as shown. Provide angle clips and anchor bolts to secure ladders in place.

2.6.2.2 Fabricate steel vertical ladders and cages as per ANSI A14.3 and Ministry of Labour Engineering Data Sheet 2-04.

3 Execution

3.1 EXAMINATION

- 3.1.1 Examine previously installed Work, upon which this Section depends, verify dimensions and condition of existing Work, and coordinate repairs, alterations, and rectification if necessary. Commencement of Work of this Section is deemed to signify acceptance of existing, prior conditions.
- 3.1.2 Obtain DPCDSB written approval prior to field cutting or altering of structural members.

3.2 ERECTION

- 3.2.1 Fit joints and intersecting members accurately. Make Work in true planes with adequate fastenings. Build and erect Work plumb, true, square, straight, level and accurate to sizes detailed, free from distortion or defects detrimental to appearance or performance.
- 3.2.2 Perform drilling of concrete and steel as required to fasten Work of this Section.

END OF SECTION

PART 1 - GENERAL***1.1. SUMMARY***

1.1.1. Section Includes: Provide Roof Edge Counterbalanced Guard Railing system including but not limited to following:

1.1.1.1. freestanding roof top guard railing system, including pipe railings, uprights, bases, counterweights and fittings.

1.1.2. Related Sections: Following description of work is included for reference only and shall not be presumed complete:

1.2. REFERENCES

1.2.1. Abbreviations and Acronyms:

1.2.1.1. OBC: Ontario Building Code, 2006.

1.2.2. Reference Regulations:

1.2.2.1. Occupational Health and Safety Act, R.S.O. 1990, c.O.1, Ontario Regulation 851 Industrial Establishments

1.2.2.2. Ontario Ministry of Labour, Fixed Access Ladders: Engineering Data Sheet 2-04. Revised July 2014

1.2.2.3. Ontario Ministry of Labour Alert C20/1100 ISSN 1195-5228

1.2.2.4. TSSA FS-151-09 Guard Railing Roof Top. Rev 1, Date: July 2, 2009

1.2.3. Reference Standards:

1.2.3.1.

1.2.3.2. ASTM A53/A53M-12 and Hot-Seamless -Standard Specification for Pipe, Steel, Black Dipped, Zinc-Coated, Welded and

1.2.3.3. ASTM A123/A123M-12 Galvanized) -Standard Specification for Zinc (Hot-Dip Coatings on Iron and Steel Products

1.2.3.4. ASTM A153/A153M-09 (Hot-Dip) on Iron and Steel Hardware -Standard Specification for Zinc Coating

1.2.3.5. ASTM A325M-13 Structural -Standard Specification for High-Strength Bolts for Steel Joints (Metric)

1.2.3.6. ASTM B117-11 (Fog) Apparatus -Standard Practice for Operating Salt Spray

1.2.3.7. ASTM D523-08 -Standard Test Method for Specular Gloss

Fixed Vertical Ladders & Guard Railings Counterbalanced Guard Railing System

- | | | |
|-----------|---------------------------------|---|
| 1.2.3.8. | ASTM F844-07a
(Flat), | -Standard Specification for Washers, Steel, Plain
Unhardened for General Use |
| 1.2.3.9. | CSA G40.20-04(09)
Structural | -General Requirements for Rolled or Welded
Quality Steel |
| 1.2.3.10. | CSA G40.21-04(09) | -Structural Quality Steel |
| 1.2.3.11. | CSA S16-01 | -Limit States Design of Steel Structures |
| 1.2.3.12. | CSA S136-07
of | -North American Specification for the Design
Cold-Formed
Steel Structural Members |
| 1.2.3.13. | CSA W48-06(11)
Welding | -Filler Metals and Allied Materials for Metal Arc
Welding |
| 1.2.3.14. | CSA W59-03(08) | -Welded Steel Construction (Metal Arc Welding) |
| 1.2.3.15. | CSA W117.2-12 | -Safety in Welding, Cutting, and Allied Processes |
| 1.2.3.16. | ANSI ASC A14.3 – 2008 | -American National Standards for Ladders–Fixed–
Safety Requirements |

1.3. ADMINISTRATIVE REQUIREMENTS

- 1.3.1. Coordination: Coordinate fabrication and delivery schedule of handrails with construction progress and sequence to avoid delay of railing installation.

1.4. SUBMITTALS

- 1.4.1. Product Data: Submit Product data for each product to be used, including preparation instructions and recommendations.
- 1.4.2. Shop Drawings:
- 1.4.2.1. Submit Shop Drawings of the work of this Section in accordance with DPCDSB
In addition to minimum requirements indicate following:
- 1.4.2.1.1. large scale details of members, materials and connections, attachments,
reinforcing, anchorage and location of exposed fastenings.
- 1.4.2.1.2. jointing details.
- 1.4.2.1.3. methods of setting, securing, anchorage.
- 1.4.2.1.4. field connections.
- 1.4.2.2. Ensure a licensed engineer specified herein is responsible for:

- 1.4.2.2.1. production and review of Shop Drawings.
- 1.4.2.2.2. sealing and signing each Shop Drawing and any associated calculations performed.
- 1.4.2.2.3. signing and certifying final installation on As-Built Drawings.

1.5. QUALITY ASSURANCE

- 1.5.1. Qualifications:
 - 1.5.1.1. Installers: Provide work of this Section executed by competent installers with minimum 5 years experience in the application of Products, systems and assemblies specified and with approval and training of the Product manufacturers.
 - 1.5.1.2. Welding: Provide welding in accordance with CSA W59 performed by a fabricator and mechanics fully approved by the Canadian Welding Bureau.
 - 1.5.1.3. Licensed Professionals: Employ a licensed engineer registered in the Province of Ontario.

1.6. DELIVERY, STORAGE AND HANDLING

- 1.6.1. Delivery and Acceptance Requirements: Deliver materials to site in good condition with adequate protection of prefinished handrails.
- 1.6.2. Storage and Handling Requirements: Store Products in manufacturer's unopened packaging until ready for installation.

1.7. SITE CONDITIONS

- 1.7.1. Ambient Conditions:
 - 1.7.1.1. Maintain environmental conditions (temperature, humidity and ventilation) within limits recommended by manufacturer for optimum results. Do not install Products under environmental conditions outside manufacturer's absolute limits.
 - 1.7.1.2. Field Measurements: Where handrails and railings are indicated to fit within other construction, check actual dimensions of other construction using accurate field measurements before fabrication; show recorded measurements on final Shop Drawings.
 - 1.7.1.3. Where field measurements cannot be made without delaying railing fabrication and delivery, obtain guaranteed dimensions in writing from Contractor and proceed with fabrication of Products to not delay fabrication, delivery and installation.

PART 2 - PRODUCTS**2.1. MANUFACTURERS**

- 2.1.1. Manufacturer List: Products of following manufacturers are acceptable subject to conformance to requirements of Drawings, Schedules and Specifications:
- 2.1.1.1. Freestanding counterbalanced roof edge guard railing system: Fallcon Guide, FallCon Edge, Fallcon Hatch by Scantech/Fallcon Group (1-800-477-5732) or approved equal
- 2.1.2. Substitution Limitations: All alternate counterbalanced roof edge railings must be approved.

2.2. MATERIALS

- 2.2.1. Performance/Design Criteria:
- 2.2.1.1. Design details and connections in accordance with OBC, CSA S16 and CSA S136. Comply with requirements of OBC part 3, OBC Part 4 and OHSA.
- 2.2.1.2. Ensure minimum specified horizontal load applied inward or outward at top of every required guard is a concentrated load of 1.0 kN applied at any point. The minimum specified load applied vertically at top of every required guard shall be 1.5 kN/m and need not be considered to act simultaneously with horizontal load.
- 2.2.1.3. Top and mid-rail to be a continuous railing.
- 2.2.1.4. Counterbalanced weight for the uprights to be of an L construction with sufficient counterbalance weight to withstand all applicable loads. Counterbalanced weight of free standing guard railing in line with the railing is not permitted.
- 2.2.1.5. Counterbalance weight and front upright support to have a rubber underlay to protect the roof.
- 2.2.1.6. Guard railing for the roof hatch to be independent of the roof hatch. Guard railing cannot be fastened to the roof hatch.
- 2.2.1.7. Install a self closing, spring loaded safety gate on the roof hatch guard railing.
- 2.2.1.8. Design counterbalanced roof edge guard railings for tipping forces in all directions.
- 2.2.1.9. Ensure counterbalance weights are of sufficient weight and size to counterbalance all forces of top rail of the railing system.
- 2.2.1.10. Design guard railing systems and components to fit around existing mechanical rooftop units, vents and other equipment and construction. Design systems to accommodate roof slope where applicable. Perform field measurements to verify existing conditions.
- 2.2.1.11. Freestanding counterbalanced guard railing system with 1067 mm (42") minimum height in accordance with OBC requirements.

- 2.2.1.12. Ensure design of railings, support steel, as well as welding and fixings complies with OBC, Health and Safety Regulations and any other regulations applying to these types of installations.
- 2.2.1.13. Design railings to withstand vertical and horizontal live load requirements in OBC, transferred through supports and anchorages to building structure.
- 2.2.1.14. Structural Design: Employ a licensed engineer specified herein to:
 - 2.2.1.14.1. design components for work of this Section requiring structural performance.
 - 2.2.1.14.2. be responsible for determining sizes, yield strengths, gauge thicknesses and joint spacing to allow thermal movement and loading of components in accordance with applicable codes and regulations.
- 2.2.2. Steel Pipe Handrails: Conforming to ASTM A53/A53M, 42mm (1-1/4") diameter, Schedule 40, Grade A steel pipe of sizes shown.
- 2.2.3. Counterbalance Legs for Uprights: New material conforming to CSA G40.20 and CSA G40.21, Grade 350W
- 2.2.4. Welding Materials: Conforming to CSA W48 and CSA W59.
- 2.2.5. High Strength Bolts:
 - 2.2.5.1. Supply bolts, nuts and washers conforming to ASTM A325M and/or Type stainless steel fasteners. Supply each type and size of bolt and nut of same manufacture and of same lot.
 - 2.2.5.2. Bolts: Heavy, hexagon head high strength structural bolts, of standard size, of lengths required for thickness of members joined and for type of connection.
 - 2.2.5.3. Nuts: Heavy hexagon semi-finished nuts.
- 2.2.6. Fabrication:
 - 2.2.6.1. Fabricate each item of work of this Section in accordance with following general requirements:
 - 2.2.6.1.1. members square and straight.
 - 2.2.6.1.2. members plumb and true.
 - 2.2.6.1.3. joints accurately and tightly fitted.
 - 2.2.6.1.4. intersecting members in true, flush planes.
 - 2.2.6.1.5. fasteners concealed.
 - 2.2.6.1.6. steel connections.
 - 2.2.6.2. Fabricate, fit and assemble work in shop where possible. Where shop fabrication is not possible, make trial assembly in shop.

- 2.2.6.3. Ensure guard railing and ladder portal are fully shop assembled. Test assemble and drill counterbalance weights, legs and support grating to ensure a proper fit in the field.
- 2.2.6.4. Provide rods, bars, bolts, anchors, brackets, rivets, bearing plates and bracing, fitting, drilling, stopping, soldering, as required for a complete assembly.
- 2.2.6.5. Isolate dissimilar metals including stainless steel and galvanized steel using dielectric separator to prevent galvanic corrosion.
- 2.2.6.6. Weld connections unless otherwise indicated.
- 2.2.6.7. Shop Welding:
- 2.2.6.7.1. Execute welding to avoid damage or distortion to the Work. Should there be, in the opinion of Consultant or Inspection Company, doubt as to adequacy of welds, they shall be tested for efficiency and any work not meeting Standards be removed and replaced with new work satisfactory to Consultant. Carry out welding in accordance with following standards:
- 2.2.6.7.1.1. CSA W48 - for Electrodes (If rods are used, only coated rods are allowed).
- 2.2.6.7.1.2. CSA W59 - for design of connections and workmanship.
- 2.2.6.7.1.3. CSA W117.2 - for safety.
- 2.2.6.7.2. Thoroughly clean welded joints and steel exposed for a sufficient space to properly perform welding operation. Neatly finish welds. Ensure welds exposed to view and finish painted are continuous and ground smooth.
- 2.2.6.8. Provide exposed metal fastenings and accessories of same material, texture, colour and finish as base metal to which they are applied or fastened.
- 2.2.7. Finishes:
- 2.2.7.1. Hot Dip Galvanizing:
- 2.2.7.1.1. After fabrication, hot dip galvanize specific miscellaneous steel items noted on Drawings and/or called for herein. Plug relief vents air tight. After galvanizing, remove plugs, ream holes to proper size and re-tap threads. Straighten shapes and assemblies true to line and plane after galvanizing. Repair damaged galvanized surfaces with "Zinc Clad[®] 5 Organic Zinc-Rich Primer" by The Sherwin-Williams Company; www.sherwin-williams.com in accordance with manufacturer's printed directions.
- 2.2.7.1.2. Galvanize members exposed to elements when in final location; members specified in this Section or noted on Drawings.
- 2.2.7.1.2.1. Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strips: ASTM A123/A123M; average weight of zinc coating g/m² (oz/sq ft) of actual surface,

for 4.8 mm (3/16") and less thickness members 460 g/m² (1.5 oz/sq ft), for 6 mm (1/4") and heavier members 705 g/m² (2.3 oz/sq ft).

2.2.7.1.2.2. Iron and Steel Hardware: ASTM A153/A153M; minimum weight of zinc coating, in g/m² (oz/sq ft) of surface shall be in accordance with Table 1 of ASTM A153/A153M, for the various classes of materials used on the Project.

2.2.7.2. All metal components are to be hot dipped galvanized.

PART 3 - EXECUTION

3.1. EXAMINATION

3.1.1. Verification of Conditions: Verify actual site dimensions and location of adjacent materials prior to commencing work. Notify Consultant in writing of any conditions which would be detrimental to the installation.

3.1.2. Evaluation and Assessment: Commencement of work implies acceptance of previously completed work.

3.2. INSTALLATION

3.2.1. Assemble and install counterbalanced guard railing in accordance with manufacturer's assembly Drawings and installation brochure.

3.2.2. Seal cut or drilled surfaces in accordance with manufacturer's instructions.

3.2.3. Fit exposed connections accurately together to form tight joints. For all connections with pipe fittings, tighten each set screw is to 39 N-m (29 ft lbs) of torque.

3.2.4. Perform cutting and fitting required for installation of handrails. Set handrails and accurately in location, alignment and elevation, measured from established lines and levels.

3.3. SITE QUALITY CONTROL

3.3.1. Site Tests and Inspections:

3.3.1.1. Structural Inspection: Ensure a licensed engineer specified herein inspects work of this Section during erection/installation and submits sealed and signed Field Review Report within 5 Days of site visit.

3.3.2. Non-Conforming Work: Replace damaged work which cannot be satisfactorily repaired, restored or cleaned, to satisfaction of Consultant at no cost to Owner..

END OF SECTION

Dufferin-Peel Catholic District School Board

Fixed Vertical Ladders and Guard Railings

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED FOR
BID

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED
IN THIS DRAWING IS THE SOLE
PROPERTY OF Nsafe Engineering
Inc. ANY REPRODUCTION IN
PART OR AS A WHOLE WITHOUT
THE WRITTEN PERMISSION OF
Nsafe Engineering Inc. IS
PROHIBITED.

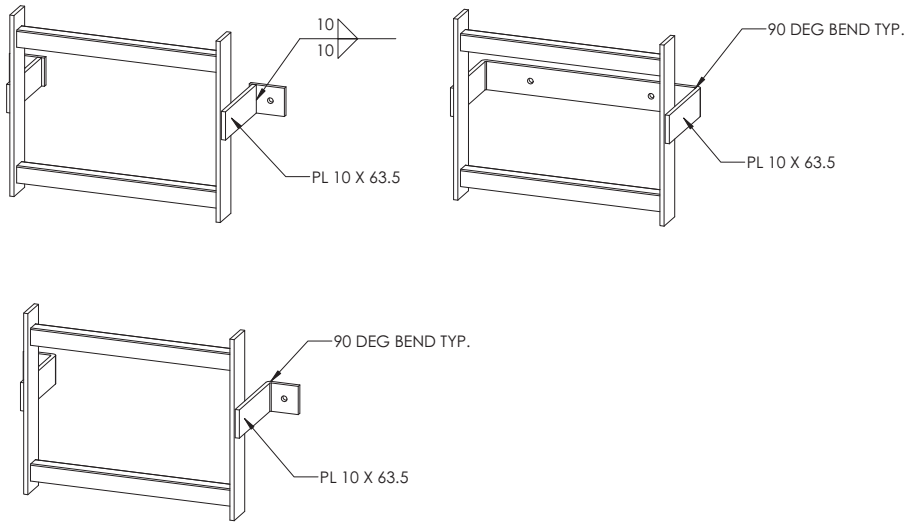
Dufferin-Peel Catholic District
School Board

Fixed Vertical Ladders
and Guard Railings

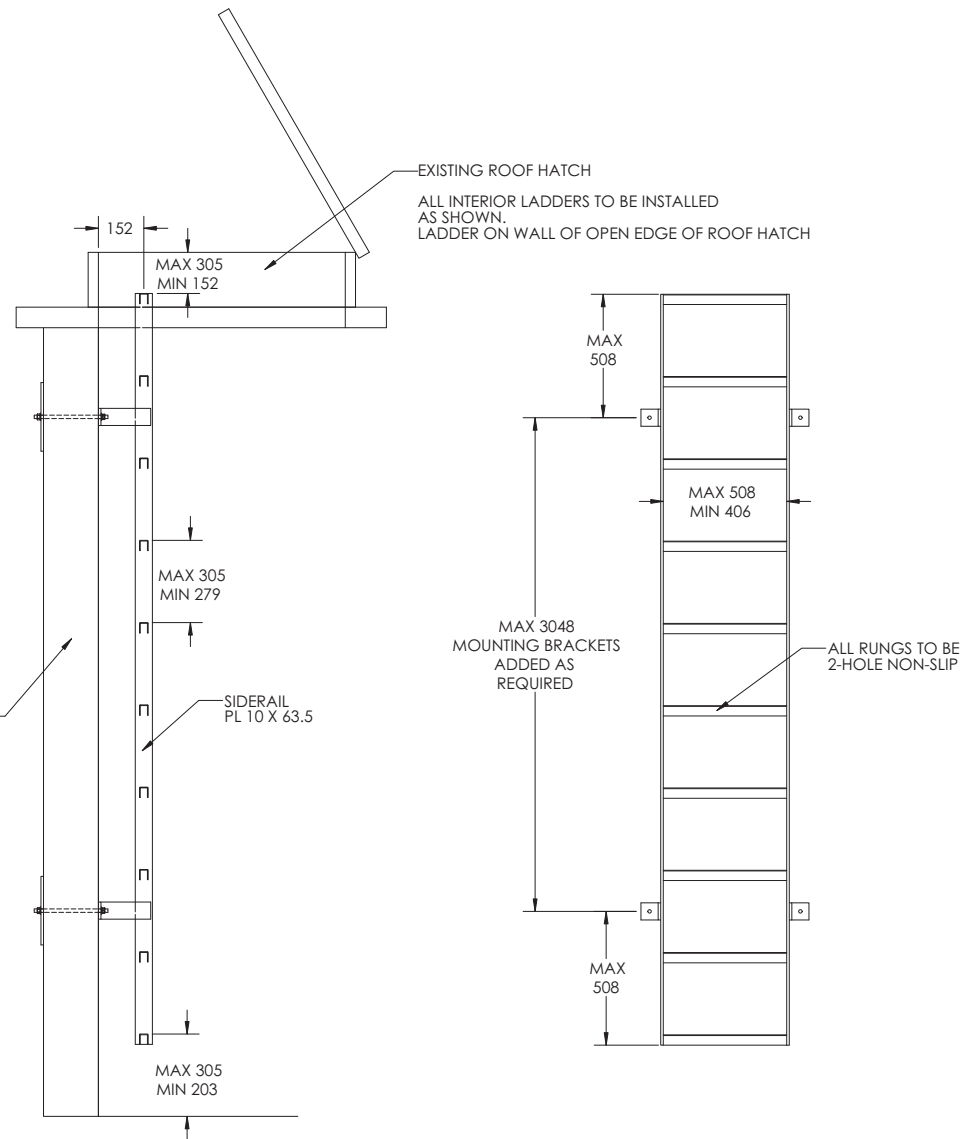
Nsafe Engineering Inc.
35 Brydon Dr.
Toronto, ON, Canada M9W 4N3
905-339-3014 1-866-836-6787 (Fax)
www.nsafe.com

SIZE C	DWG. NO. NS-293-16	REV 0
SCALE: N.T.S.	UNITS: mm (in)	SHEET 1 OF 4

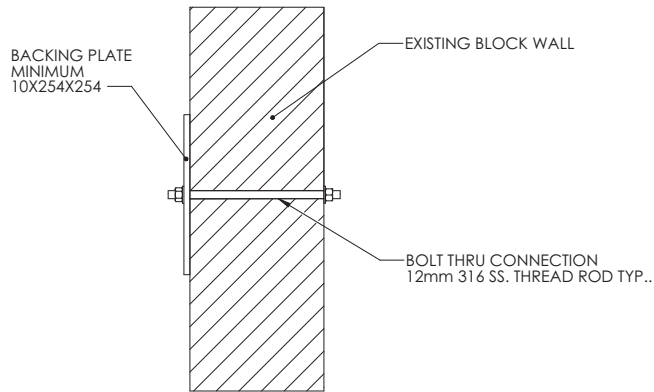
TYPICAL APPROVED WALL MOUNT BRACKET



INTERIOR LADDER



TYPICAL LADDER WALL MOUNT



- NOTES:**
- ALL MATERIAL TO CONFORM TO CSA G40.20-13/G40.21-13
 - ROLLED STRUCTURAL STEEL SHAPES AND FLAT HOT ROLLED STEEL TO 350W
 - ALL WELDING TO COMPLETED BY CWB CERTIFIED COMPANIES
 - INTERNAL LADDERS TO BE PAINTED RED-OXIDE PRIMER
 - EXTERIOR LADDERS TO BE HOT-DIPPED GALVANIZED TO ASTM A123/A123M
 - ALL GALVANIZED FIELD TOUCH UPS TO BE 2 COATS OF ZINC RICH PRIMER

REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED FOR BID

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Nsafe Engineering Inc. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Nsafe Engineering Inc. IS PROHIBITED.

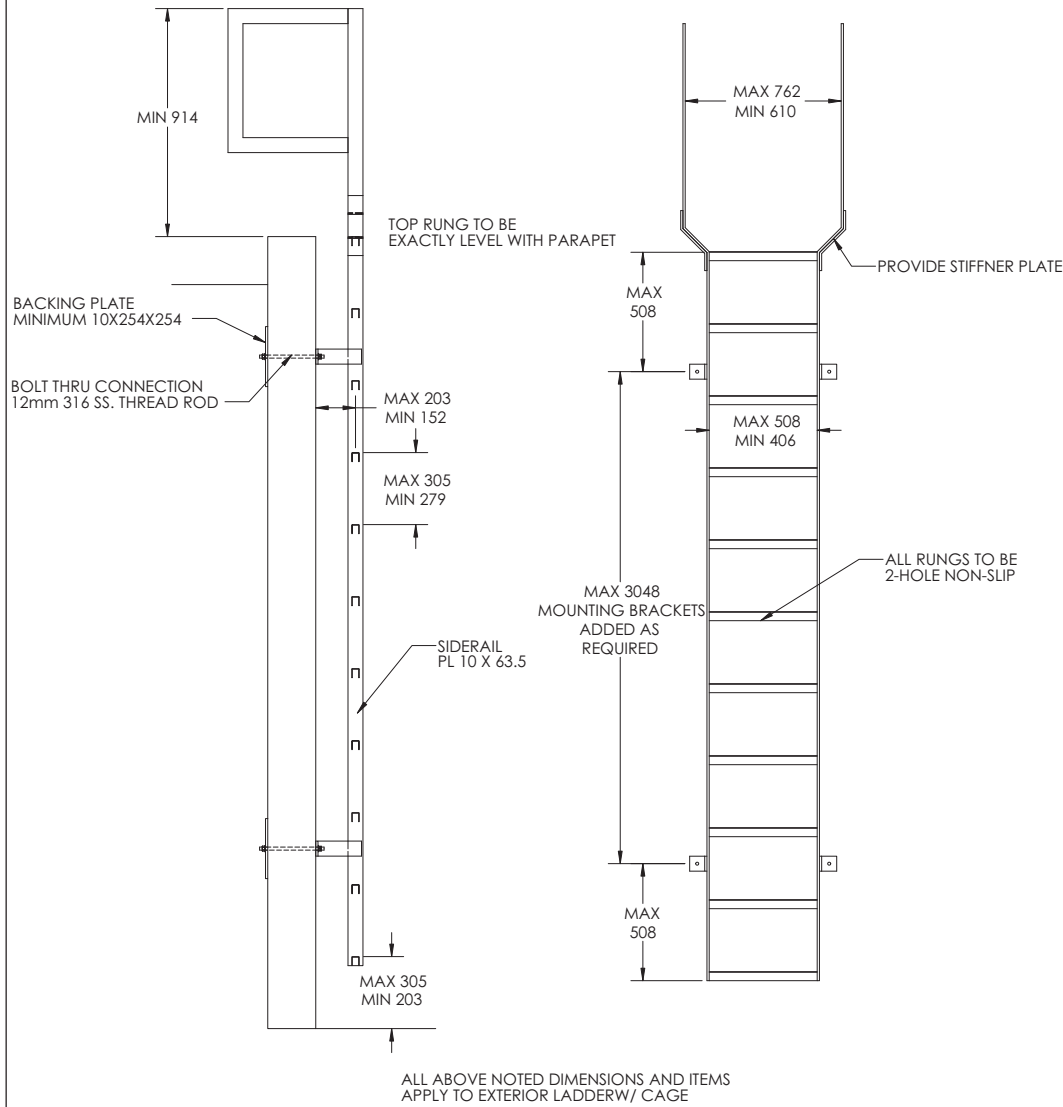
Dufferin-Peel Catholic District School Board

Fixed Vertical Ladders and Guard Railings
 Internal Ladders and Connection Details

Nsafe Engineering Inc.
 35 Brydon Dr.
 Toronto, ON, Canada M9W 4N3
 905-339-3014 1-866-836-6787 (Fax)
 www.nsafe.com

SIZE	DWG. NO.	REV
C	NS-293-16	0
SCALE: N.T.S.	UNITS: mm (in)	SHEET 2 OF 4

EXTERIOR LADDER - NO CAGE

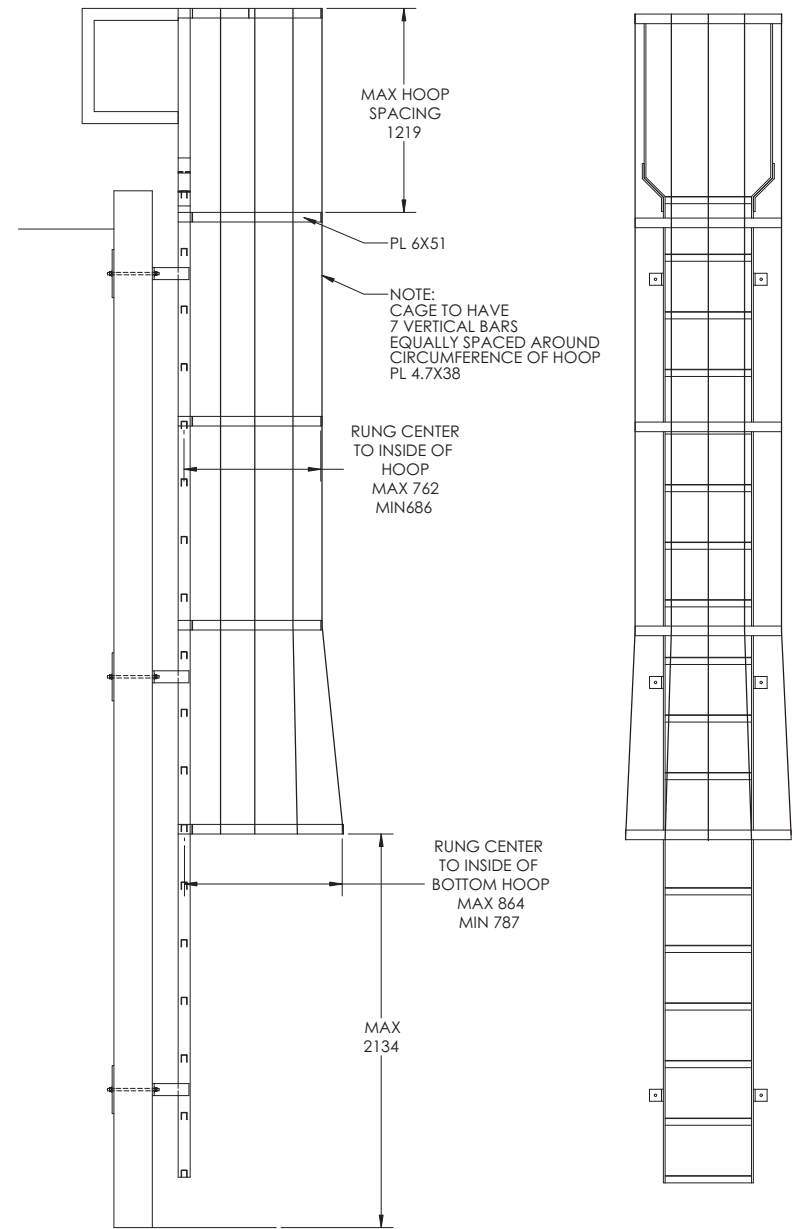


ALL ABOVE NOTED DIMENSIONS AND ITEMS APPLY TO EXTERIOR LADDER/ CAGE

NOTES:

- ALL MATERIAL TO CONFORM TO CSA G40.20-13/G40.21-13
- ROLLED STRUCTURAL STEEL SHAPES AND FLAT HOT ROLLED STEEL TO 350W
- ALL WELDING TO COMPLETED BY CWB CERTIFIED COMPANIES
- INTERNAL LADDERS TO BE PAINTED RED-OXIDE PRIMER
- EXTERIOR LADDERS TO BE HOT-DIPPED GALVANIZED TO ASTM A123/A123M
- ALL GALVANIZED FIELD TOUCH UPS TO BE 2 COATS OF ZINC RICH PRIMER

EXTERIOR LADDER - CAGE



REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED FOR BID

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF Nsafe Engineering Inc. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF Nsafe Engineering Inc. IS PROHIBITED.

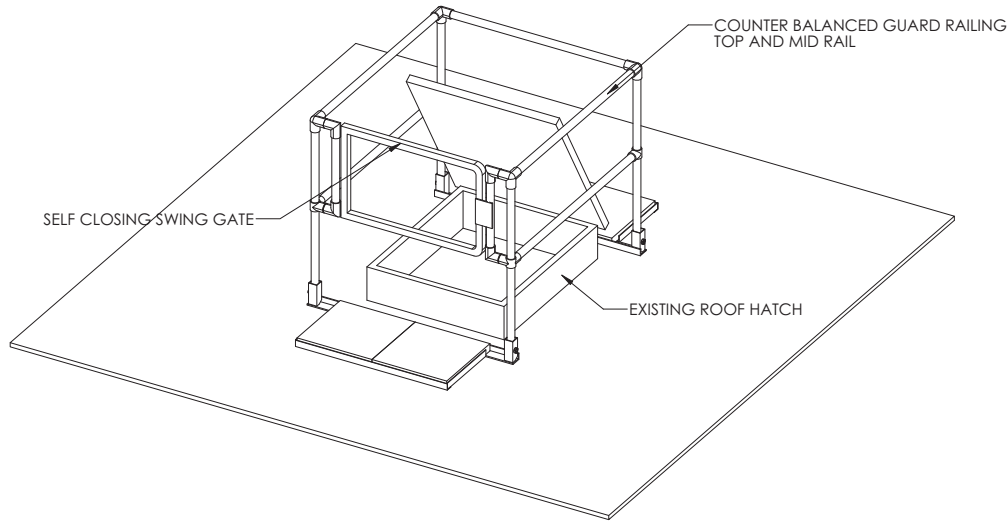
Dufferin-Peel Catholic District School Board

Fixed Vertical Ladders and Guard Railings
Exterior Ladders

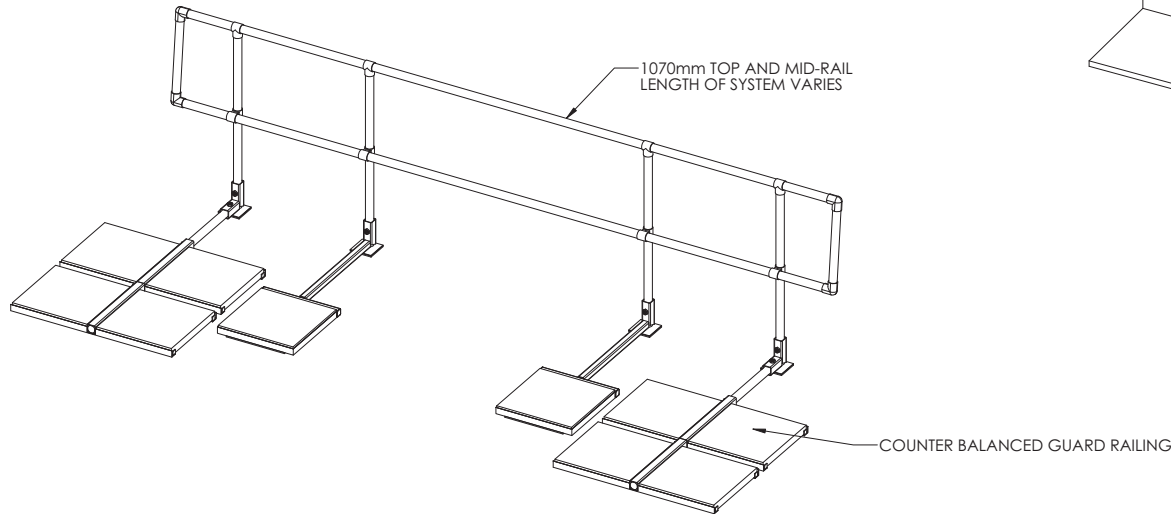
Nsafe Engineering Inc.
35 Brydon Dr.
Toronto, ON, Canada M9W 4N3
905-339-3014 1-866-836-6787 (Fax)
www.nsafe.com

SIZE	DWG. NO.	REV
C	NS-293-16	0
SCALE: N.T.S.	UNITS: mm (in)	SHEET 3 OF 4

FALLCON HATCH

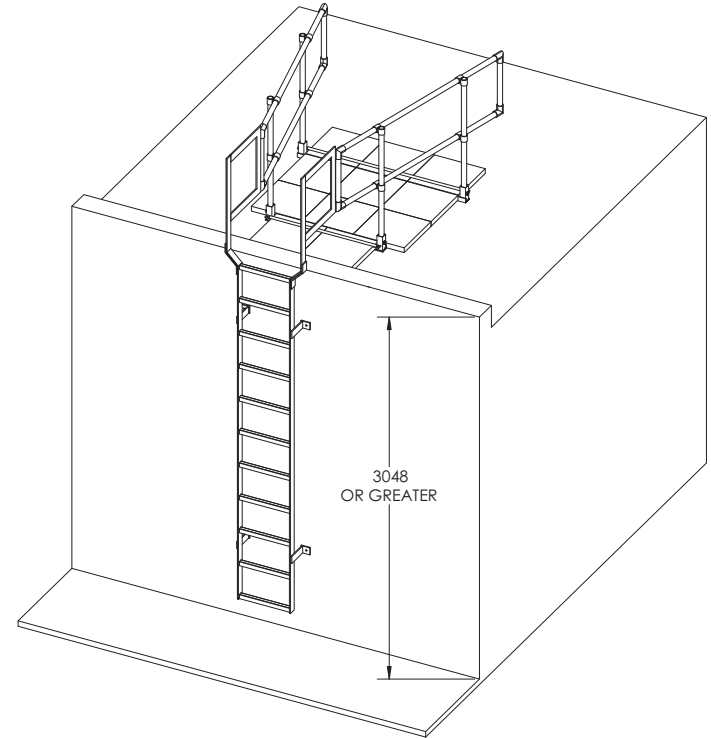


FALLCON EDGE



FALLCON GUIDE

REQUIRED FOR EXTERIOR LADDERS
WHERE WALL HEIGHT IS GREATER THAN 3048 mm



REVISIONS		
NO.	DESCRIPTION	DATE

ISSUED FOR
BID

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED
IN THIS DRAWING IS THE SOLE
PROPERTY OF Nsafe Engineering
Inc. ANY REPRODUCTION IN
PART OR AS A WHOLE WITHOUT
THE WRITTEN PERMISSION OF
Nsafe Engineering Inc. IS
PROHIBITED.

Dufferin-Peel Catholic District
School Board

Fixed Vertical Ladders
and Guard Railings

Nsafe Engineering Inc.
35 Brydon Dr.
Toronto, ON, Canada M9W 4N3
905-339-3014 1-866-836-6787 (Fax)
www.nsafe.com

SIZE C	DWG. NO. NS-293-16	REV 0
SCALE: N.T.S.	UNITS: mm (in)	SHEET 4 OF 4

Appendix 1

Contract: DPCDSB
Tender T37-2014
Phase #2 - 20 Schools

Date: 06-Apr-16

No	Zone	Nsafe Eng. Report No.	School	Int Ladder	Ext Ladder		Roof Hatch
				# of ladders	# of ladders	Guard Railing on Top of Ladder	Guard Railing for Roof Hatch
1	6	25	St. Jude		2	1	
2	6	26	San Lorenzo Ruiz	1			1
3	6	24	St. Pio of Pietrelcina	1	2		1
4	6	27	St. Dunstan	2	2		2
5	6	23	St. Matthew		2		
6	6	22	St. Hilary		5	4	
7	6	20	St. Gertrude	1	2		1
8	6	19	St. Francis Xavier Secondary	3	1	1	3
9	6	18	St. Bernadette	1	4	1	1
10	6	21	St. Herbert	1			1
11	7	16	St. Joseph (Mississauga)	1			1
12	7	28	Our Lady of Good Voyage	2			2
13	7	80	Metropolitan Andrei	1	1	1	1
14	7	15	St. Barbara		2	2	
15	7	14	St. Gregory	1			1
16	7	13	St. Raymond		2	2	
17	7	17	St. Joseph Secondary	2	8	3	2
18	7	11	St. Valentine		2	1	
19	7	12	St. Veronica	1			1
20	7	6	St. Julia		1		
			Special Request				
21			Cardinal Newman	1			
Total				19	36	16	18

Appendix 2

Monday, April 4, 2016

EL# - External Ladder

IL# - Internal Ladder

RH# - Roof Hatch

School: St Jude

Zone: 6

Nsafe Eng Report No: 25

Number of External Ladders: 2

Number of Internal Ladders: 0

Number of Roof hatches: 0

Required Work:

1. Replace EL1 and EL2
2. provide a step down for EL2 parapet > 12" and
3. Install counterbalance guard railing on lower roof edge of EL1 or move new ladder to new location- Min. of (1.8 m) 6 ft

School: San Lorenzo Ruiz

Zone: 6

Nsafe Eng Report No: 26

Number of External Ladders: 0

Number of Internal Ladders: 1

Number of Roof hatches: 1

Required Work:

1. Replace IL1
2. Fix Roof Hatch, grab handles interferes with hatch functionality
3. Install guard railing + self closing safety gate around roof hatch

School: St. Pio of Pietrelcina

Zone: 6

Nsafe Eng Report No: 24

Number of External Ladders: 2

Number of Internal Ladders: 1

Number of Roof hatches: 1

Required Work:

1. Replace IL1, EL1 and EL2
2. Install guard railing + self closing safety gate around roof hatch

School: St. Dunstan

Zone: 6

Nsafe Eng Report No: 27

Number of External Ladders: 2

Number of Internal Ladders: 2

Number of Roof hatches: 2

Required Work:

1. Replace IL1, IL2, EL1 and EL2
2. Repair Hatch RH1 and RH2
3. Provide Roof Top Guard Railing for RH2 behind hatch at roof edge. Min. of 1.8m (6ft) protection on both sides of hatch
4. Install guard railing + self closing safety gate around roof hatches

School: St. Mathew

Zone: 6

Nsafe Eng Report No: 22

Number of External Ladders: 2
Number of Internal Ladders: 0
Number of Roof hatches: 0

Required Work:

1. Replace EL1 and EL2

School: St. Hilary

Zone: 6

Nsafe Eng Report No: 22

Number of External Ladders: 5
Number of Internal Ladders: 0
Number of Roof hatches: 0

Required Work:

1. Replace EL1, EL2, EL3, EL4 and EL5
2. Provide Cage for EL1, EL2
3. Provide Roof Top Guard Railing at top of all the EL and at bottom of EL3 and EL4

School: St. Gertrude

Zone: 6

Nsafe Eng Report No: 20

Number of External Ladders: 2
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. Replace IL1, EL1 and EL2
2. Repair Roof Hatch RH1
3. Install guard railing + self closing safety gate around roof hatches

School: St. Francis Xavier Secondary

Zone: 6

Nsafe Eng Report No: 19

Number of External Ladders: 1
Number of Internal Ladders: 3
Number of Roof hatches: 3

Required Work:

1. Replace EL1, IL1, IL2 and IL3
2. Repair Roof Hatch RH1
3. Provide guard railing in front of RH3 along the roof edge in front of hatch

4. Install guard railing + self closing safety gate around roof hatches

School: St. Bernadette

Zone: 6

Nsafe Eng Report No: 18

Number of External Ladders: 4
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. Replace EL1,EL2, EL3, EL4 and IL1
2. Remove and discard Extension Post on IL1
3. Provide guard railing at top of EL2
4. Install guard railing + self closing safety gate around roof hatches

School: St. Herbert

Zone: 6

Nsafe Eng Report No: 21

Number of External Ladders: 0
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. Replace IL1
2. Install guard railing + self closing safety gate around roof hatches

School: St. Joseph (Mississauga)

Zone: 6

Nsafe Eng Report No: 16

Number of External Ladders: 0
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. Replace IL1
2. Install guard railing + self closing safety gate around roof hatches

School: Our Lady of Good Voyage

Zone: 6

Nsafe Eng Report No: 28

Number of External Ladders: 0
Number of Internal Ladders: 2
Number of Roof hatches: 2

Required Work:

1. Replace IL1 and IL2
2. Repair Grab Handles
3. Install guard railing + self closing safety gate around roof hatches

School: Metropolitan Andrei

Zone: 6

Nsafe Eng Report No: 80

Number of External Ladders: 1
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. Replace EL1 and IL1
2. Provide guard railing at top of EL1
3. Install guard railing + self closing safety gate around roof hatches

School: St. Barbara

Zone: 6

Nsafe Eng Report No: 15

Number of External Ladders: 2
Number of Internal Ladders: 0
Number of Roof hatches: 0

Required Work:

1. Replace EL1 and EL2
2. Provide guard railing at top of EL1

School: St. Gregory

Zone: 6

Nsafe Eng Report No: 14

Number of External Ladders: 0
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. Replace IL1
2. Install guard railing + self closing safety gate around roof hatches

School: St. Raymond

Zone: 6

Nsafe Eng Report No: 13

Number of External Ladders: 2
Number of Internal Ladders: 0
Number of Roof hatches: 0

Required Work:

1. Replace EL1 and EL2
2. Install cage on EL1
3. Provide guard railing at top of EL1

School: St. Joseph Secondary

Zone: 6

Nsafe Eng Report No: 18

Number of External Ladders: 8
Number of Internal Ladders: 2
Number of Roof hatches: 2

Required Work:

1. Replace EL1 to EL8, IL1 and IL2
2. Provide guard railing at top of EL1, EL2 and EL6
3. Roof Hatch RH2 the ladder is positioned on side of hatch opening, rotate hatch 90 deg or reposition ladder
4. Install for EL3 a ladder on inside of parapet, step down in 30"
5. Repair grab handle bolts on RH2
6. Install guard railing + self closing safety gate around roof hatches

School: St. Valentine

Zone: 6

Nsafe Eng Report No: 18

Number of External Ladders: 2
Number of Internal Ladders: 0
Number of Roof hatches: 0

Required Work:

1. Replace EL1 and EL2
2. Provide guard railing at top of EL2

School: St. Veronica

Zone: 6

Nsafe Eng Report No: 12

Number of External Ladders: 1
Number of Internal Ladders: 1
Number of Roof hatches: 1

Required Work:

1. EL1 is compliant.
2. Replace IL1
3. Install guard railing + self closing safety gate around roof hatches

School: St. Julia

Zone: 6

Nsafe Eng Report No: 6

Number of External Ladders: 1
Number of Internal Ladders: 0
Number of Roof hatches: 0

Required Work:

1. Replace EL1

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 _____

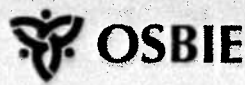
I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.

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 or contact the Risk Management Department at 1-800-668-6724.



Other precautions taken: **00542**

**DUFFERIN-PEEL CATHOLIC DISTRICT SCHOOL BOARD
APPENDIX C - SCHOOLS LIST**

School	Address	City	Postal Code
Cardinal Newman	698 Balmoral Dr.	Brampton	L6T 1X1
Metropolitan Andrei	515 Miss. Valley Blvd.	Mississauga	L5A 3G6
Our Lady of Good Voyage	5850 River Grove Ave.	Mississauga	L5M 4W2
San Lorenzo Ruiz	100 Barondale Dr.	Mississauga	L4Z 3R1
St. Barbara	1455 Samuelson Circle	Mississauga	L5N 7Z2
St. Bernadette	1060 White Clover Way	Mississauga	L5V 1G7
St. Dunstan	1525 Cuthbert Ave.	Mississauga	L5M 3R6
St. Francis Xavier SS	50 Bristol Rd W.	Mississauga	L5R 3K3
St. Gertrude	815 Ceremonial Dr.	Mississauga	L5R 3S2
St. Gregory	1075 Swinbourne Dr.	Mississauga	L5V 1B9
St. Herbert	5180 Fallingbrook Dr.	Mississauga	L5V 2C6
St. Hilary	5070 Fairwind Dr.	Mississauga	L5R 2N4
St. Joseph SS	5555 Creditview Rd.	Mississauga	L5V 2B9
St. Joseph Str. ES	249 Church St.	Mississauga	L5M 1N1
St. Jude	175 Nahani Way	Mississauga	L4Z 3J6
St. Julia	6770 Historic Trail	Mississauga	L5W 1J3
St. Matthew	280 Kingsbridge Gdn. Cir.	Mississauga	L5R 1L3
St. Pio of Pietrelcina	4765 Huron Heights Dr.	Mississauga	L4Z 4G9
St. Raymond	5735 Whitehorn Ave.	Mississauga	L5V 2A9
St. Valentine	5610 Heatherleigh Blvd.	Mississauga	L5V 2V7
St. Veronica	680 Novo Star Dr.	Mississauga	L5W 1C7