



**Purchasing and
Central Services**

191 Carlton Street,
St. Catharines, ON
L2R 7P4
(905) 641-1550

INSTRUCTION TO BIDDERS

TENDER # 20238

Pre-qualified DSBN General Contractors only are invited to provide stipulated price bids for the following work.

1. Project Description and Location.

Greater Fort Erie Secondary School Fieldhouse
1640 Garrison Road, Fort Erie ON L2A 5M4

2. Contract Documents:

The following documents are attached and form the contract documents for this Tender and Project.

- Instruction to Bidders
- Bid Form for Tenders
- Appendix A – List of Contractors
- Appendix B – Policies regarding Bid Irregularities
- General Conditions and Liability Insurance Requirements
- Specifications & Drawings (separate pdf file)
- Addenda issued prior to closing

3. Documents for Bidding

- 3.1 Documents for bidding purposes are posted to www.biddingo.com/dsbn. The total stipulated price submitted on the Bid Form is intended to cover the cost of the complete work at the school.
- 3.2 Any addenda issued during the Tendering Period will be posted to www.biddingo.com/dsbn.
- 3.3 Bidders shall be responsible for acquiring all the bid documents from www.biddingo.com/dsbn and for studying all the Tender Documents before submitting a Tender.
- 3.4 Bidders are responsible to check that they reviewed and incorporated all addenda. Normally addenda will be posted to www.biddingo.com/dsbn a minimum of 48 hours before bid close.

4. Examination

- 4.1 Before submitting Tender, Bidders shall carefully examine Drawings, Specifications, Addenda and site(s), fully inform themselves of all existing conditions and limitations and shall include in the Tender, sums to cover the cost of all items included in the Contract.
- 4.2 The Contractor shall accept sole responsibility for any error or neglect on his part in respect to this Article.

5. Site Inspection

- 5.1 Bidders are invited to visit the site(s) during Tendering Period to ascertain the extent of the work involved.
- 5.2 A briefing and site visit is scheduled for **Tuesday, March 31, 2020 @ 11:00 a.m.** to review the work and site conditions **meeting at Greater Fort Erie Secondary School, 1640 Garrison Road, Fort Erie.** Contractors are required to maintain at least 2m from each other during the site visit. All questions from the site visit are to be provided in a written email to dave.boyd@dsbn.org within 4 business days following the review.

6. Discrepancies and Clarification

- 6.1 Bidders finding errors, discrepancies or duplications, or omissions of items which are obviously an intended component of the completed project, from Tender Documents, or having any doubts as to meaning or intent thereof, shall notify **Karen Dinning, Buyer at karen.dinning@dsbn.org** for clarification.
- 6.2 No employee or agent of the DSBN is authorized to verbally amend or waive the requirements of this tender document in any way. Under no circumstances shall the Bidder rely upon any information or instructions from the DSBN, its employees, or its agents unless the information or instructions are provided in writing in the form of an official Addendum.
- 6.3 Addenda issued during Bidding Period and before signing of Contract will be incorporated in the Tender and will become part of the Contract Documents.

7. Proposals

- 7.1 No oral, telephonic or telegraphic proposals or modifications will be accepted.

8. Tender Instructions

- 8.1 Print in numerals and in written words using ink the bid price in the allocated spaces as per Form of Tender. When there is a difference between the two, the price in written words will prevail.
- 8.2 Tenders shall be signed by Bidder.
- 8.3 Tenders which contain any omission, erasure, interlineation, alteration, addition, condition, limitation or which show any irregularity may be rejected as informal.
- 8.4 Tenders which are late, or do not contain completed Bid Forms, or do not acknowledge the addenda, or otherwise fail to comply with the requirements of Tender Documents will be considered incomplete or informal and will be rejected.
- 8.5 Tenders must be returned on this form before 2:00:00 p.m. local time on **Tuesday, April 21, 2020** and MUST be **emailed** to **kdtenders@dsbn.org**.
- 8.6 The Purchaser shall only accept Electronic Tender Submissions in the form of One (1) PDF file and submitted to the email address above. Tender submissions submitted and/or received by any other method shall be rejected, unless the Purchaser has instructed otherwise by published Addendum.
- 8.7 Bidders are cautioned that the timing of their Tender Submission is based on when the Bid is received by the Purchaser at the email address above, not when a Bid is submitted by a Bidder, as Bid transmissions can be delayed in an “Internet Traffic Jam” due to file transfer size, transmission speed, etc.
- 8.8 For the above reasons, the Purchaser recommends that Bidders allow sufficient time to email their Tender Submission and attachment(s) (if any) and to resolve any issues that may arise. The closing time and date shall be determined by the Purchaser’s internal server clock.
- 8.9 There will be no public opening for this tender.
- 8.10 All required information including the Form of Tender and Appendix A (list of sub-contractors) shall be submitted via email as stipulated in Section 8.5.
- 8.11 Bidders that are not selected are entitled to a debriefing. Such request must be made within 60 business days following the date of notification.
- 8.12 The bid dispute resolution process is intended to ensure that any dispute is handled in an ethical, fair, reasonable, and timely fashion. This bid dispute resolution procedure complies with bid protest or dispute resolution procedures set out in the BPS procurement directives and applicable trade agreements.

Where a supplier wishes to dispute the outcome of a bid, subsequent to a debriefing with Purchasing Services, the process outlined below is to be followed:

- 8.12.1 The aggrieved party (aggrievor) is to file their bid protest with the Manager of Purchasing & Central Services in writing, within 7 business days of the debriefing meeting. The aggrievors filing should include:
- Their name and address
 - Identification of the contract or bid solicitation being protested
 - Detailed and factual statement of the grounds for protest
 - Supporting documentation
 - Desired relief, action or ruling
- 8.12.2 The Manager of Purchasing & Central Services will respond to the aggrievor within 7 business days of receiving the bid protest notice.
- 8.12.3 If the aggrievor is not satisfied with the resolution, the aggrievor must contact the Superintendent of Business and copy the Manager of Purchasing & Central Services, by email, within 7 business days of receiving the first response from the Manager of Purchasing & Central Services.
- 8.12.4 The Superintendent of Business will respond to the aggrievor, by email, within 10 business days of receiving the bid protest notice.
- 8.12.5 The final decision on the issue will be made by the Superintendent of Business and will be resolved within 10 business days of receiving the bid protest.

9. Contingency Allowance

In the Bid Form a sum has been identified for unforeseen work which may arise. Payment from this sum will be paid only for work requested and approved by the owner. For work completed by the General Contractor or Prime Contractor, will be 10%. In the case where the work is done by a subcontractor of the General or Prime contractor, the subcontractor will be allowed to mark up the amount by up to 10% to allow for overhead and profit, and the general contractor will be permitted 5% mark up on that portion of the work. If multiple levels of subcontractors are involved, only the contractor performing the work is entitled to 10% mark up, and other contractors through whom payment flows including the general or prime contractor will be entitled to 5% mark up.

10. Alternate Materials, Plant and Equipment

- 10.1 The bidder is required to verify prior to bidding that all specified items will be available in time for installation to ensure orderly and timely progress of the work.
- 10.2 In the event any specified item will not be available, notify the DSBN during the Tender Period.
- 10.3 Tendering Contractors, their Sub-Contractors, Suppliers and Manufacturers may submit with Tender alternative prices of products, materials and equipment which, in their opinion, are equivalent to those specified; and it shall be understood that approval may be given by the DSBN after Tender Closing to the substitution of a similar material or item of plant and equipment subject to the following:

The Contractor shall compile full documentation and forward for evaluation of the proposed alternate.

Any alternate considered by the DSBN to be of equal quality and value to that specified and suitable for the purpose intended may be accepted as a substitute.

Alternates considered by the DSBN to be suitable for the purpose intended but which, in their opinion, are of lessor value and quality, will only be allowed as substitutes if reasonable credits are allowed for their use.

It should be noted that in some cases specified products may be DSBN Standards and may not be considered for substitution.

11. Errors in Tender

11.1 DSBN will not entertain requests for gratuitous payments arising from error alleged to have been made in Tender which the DSBN has accepted.

12. Award of Contract

12.1 The lowest or any tender may not necessarily be accepted due to school requirements, the contractor's ability to meet the schedule, budget considerations or other reasons that are in the best interest of the DSBN.

12.2 Notwithstanding Section 12.1 and 10.3 above, award shall be based on the bid price on the Form of Tender Section 1, which will incorporate all products, materials and equipment as specified.

12.3 The bidder, at the time of starting the work, shall submit evidence that all Workplace Safety and Insurance Board dues, in accordance with the laws of the Province of Ontario, have been paid.

12.4 Where tie bids are received by competing contractors and the bids are low and compliant, the tie will be settled by the flip of a coin in the presence of the two bidders. The bidder whose email has the earliest submission time may call the coin toss. The winner of the coin toss will be considered the low bid.

12.5 The issue of a Purchase Order by the DSBN based on a bidder's response to this Request for Tender gives rise to a Contract between the DSBN and the successful Bidder in accordance with the terms and conditions set out in the documents listed in Section 2. Contract Documents.

12.6 It is DSBN practice to publish the name of the successful Bidder(s) and the total contract price. The DSBN shall make every effort to safeguard the confidentiality of other information included in each submission, however, all submissions are subject to the provisions of the *Municipal Freedom of Information and Privacy Act* and the *Personal Information Protection and Electronic Documents Act*.

13. Scheduling

The following schedule applies:

Start date: ASAP after bid award

Completion date: August 4, 2020

14. Progress Payments

The requirements of the Construction Act (latest revision) apply to this contract. The progress payments allowed as outlined in General Conditions, Section 16, are subject to a 10% holdback.

15. Pre-qualified Contractors

The following General Contractors have been pre-qualified by the Owner through RFSQ# 16111 to submit a Tender for this Project. Only those General Contractors which have been pre-qualified may provide bids on this project.

General Contractors

| General Contractor's Name | Phone # | Facsimile # | Email |
|-----------------------------------|--------------|--------------|--|
| Aldor Builders Ltd. | 905-227-0600 | 905-227-9936 | mail@aldorbuilders.ca |
| Anacond Contracting Inc. | 905-660-7226 | 905-660-7183 | alen@anacond.ca |
| Bestco Construction Ltd. | 905-304-4597 | 905-304-5993 | Ov.cotiga@bellnet.ca |
| Bromac Construction Inc. | 905-892-8888 | 905-892-6853 | connie@bromacconstruction.com |
| Brouwer Construction Ltd. | 905-984-3060 | 905-984-3063 | joanne@brouwerconstruction.com |
| Design 4 General Contracting Inc. | 416-984-2193 | 905-632-0202 | Design4gccltd@sympatico.ca |
| Duomax Developments Limited | 905-563-7488 | 905-563-7485 | john@duomax.ca |
| Gen-Pro / 1320376 Ontario Ltd. | 905-333-5217 | 905-333-5746 | genpro@genpro.ca |
| Hall Construction Inc. | 905-662-9200 | 905-662-9203 | info@hallconstruction.ca |
| King Contractors of Niagara Ltd. | 905-371-0191 | 905-371-0816 | janet@kingcontractorsofniagara.com |
| Merit Contractors Niagara | 905-641-2374 | 905-641-2988 | estimating@meritcontractors.com |
| Paulsan Construction Inc. | 519-304-7555 | 888-314-6743 | pmccaig@paulsan.com |
| Scott Construction Niagara Inc. | 905-357-6161 | 905-374-6646 | mail@scottconstruction.ca |

| | | | |
|-----------------------------|--------------|--------------|--|
| Serianni Construction Ltd. | 905-734-6810 | 905-734-3179 | mario@serianniconstruction.com |
| Starfleet Construction | 905-338-0058 | 905-582-6817 | lynda@starfleetconstruction.ca |
| STF Construction Limited | 905-545-7726 | 905-545-2345 | estimator@stfconstruction.com |
| T.A.T. Construction Ltd. | 905-892-5506 | 905-892-1233 | allan@tatconstruction.com |
| T.R. Hinan Contractors Inc. | 905-892-2299 | 905-892-5599 | mail@trhinan.com |

The following Electrical sub-contractors have been pre-qualified by the Owner through RFSQ# 17011 to submit a Tender for this Project. Only those sub-contractors which have been pre-qualified may provide bids on this project.

Electrical Contractors

| Electrical Contractor's Name | Phone # | Facsimile # | Email |
|--------------------------------|--------------|--------------|--|
| BCR Electric Limited | 905-935-0154 | 905-935-0158 | bcr.electric@bellnet.ca |
| Cahill Electric | 905-388-0515 | 905-388-0718 | estimating@cahillelectric.ca |
| Chris Wittig Electric | 905-687-6393 | 905-685-7382 | cwittig@cogeco.ca |
| Ecco Electric | 905-984-8544 | 905-984-8526 | mail@eccoelectric.com |
| Kraun Electric Inc. | 905-684-6895 | 905-684-7829 | estimating@kraun.ca |
| Mario's Electric Ltd. | 905-735-1294 | 888-788-1407 | lorenzo@marioselectric.com |
| Merlo Electric Inc. | 905-561-6836 | 905-561-3222 | dave@merloelectric.com |
| PRL – Guite Electric | 905-549-6711 | | paul@prlquite.ca |
| Sam Visca Electric | 905-354-0184 | 905-354-6051 | chris@svelectric.ca |
| Sam Young Electric Limited | 905-835-2211 | 905-835-1388 | lyoung@comcabling.com |
| T. Lloyd Electric Ontario Ltd. | 905-388-8916 | 905-388-7538 | mark@tilloydelectric.ca |
| Verhoef Electric (2012) Inc. | 905-562-5977 | 905-562-3196 | office@verhoefelectric.com |
| Violin Electric Ltd. | 905-937-1456 | 905-937-1953 | mviolin@violinelectricinc.com |

The following Mechanical sub-contractors have been pre-qualified by the Owner through RFSQ# 17010 to submit a Tender for this Project. The Mechanical contractors are also responsible for the Sheet Metal contractors work and must include pricing and co-ordination of the Sheet Metal contractors work in their submission to the General contractor. Only those sub-contractors which have been pre-qualified may provide bids on this project.

Mechanical Contractors

| Mechanical Contractor's Name | Phone # | Facsimile # | Email |
|------------------------------|--------------|---------------|--|
| Anvi Services | 905-997-3895 | 905- 997-3896 | office@anviservices.com |
| Base Mechanical | 905-682-2209 | 905-682-5752 | baseadmin@bellnet.ca |
| Besseling Mechanical | 905-560-0200 | 905-560-0505 | cameron@besselingmechanical.com |
| Brenner Mechanical Inc. | 519-746-0439 | 519-746-2477 | mbrenner@brenner.ca |
| CEC Mechanical Ltd. | 905-713-3711 | 905-713-0734 | bhanlon@bswickgroup.com |

| | | | |
|------------------------------------|--------------|--------------|--|
| Group 92 Mechanical Inc. | 905-984-3282 | 905-984-4466 | stephen@group92.com |
| Kirk Mechanical Ltd. | 905-681-0140 | 905-333-5299 | kirkmech@bellnet.ca |
| Keith's Plumbing and Heating Inc. | 905-544-8118 | 905-544-6815 | morgan@keithsph.com |
| L.J. Barton Mechanical | 905-304-1976 | 905-304-1607 | estimating@ljbarton.com |
| Mattina Mechanical Ltd. | 905-544-6380 | 905-544-3288 | dmattina@mattina.ca |
| Regional Mechanical (Niagara) Inc. | 905-684-6555 | 905-684-0504 | mmirabella@rmni.ca |
| Van Am Mechanical Ltd. | 905-788-9663 | 905-734-6846 | abe@vanammechanical.ca |

16. The list of the pre-qualified sub-contractors to be employed for this project (Appendix A) must be provided with the bid.



**Purchasing and
Central Services**

191 Carlton Street,
St. Catharines, ON
L2R 7P4
(905) 641-1550

FORM OF TENDER

BIDDER /COMPANY NAME: _____

ADDRESS: _____

**Greater Fort Erie Secondary School Fieldhouse
1640 Garrison Road, Fort Erie ON L2A 5M4**

TENDER NO: #20238

CLOSING DATE AND TIME: **Tuesday, April 21, 2020 before 2:00:00 P.M.**

TO: **kdtenders@dsbn.org**

- I/We the undersigned, are duly authorized to bind the company and declare that we have carefully examined the Contract Documents and investigated the sites and examined all conditions effecting this Work; and if notified in writing of the acceptance of this Bid within sixty (60) days of the date above, we agree to provide all materials and perform all Work shown and described in these documents, in lawful money of Canada; included in which are all Excise taxes, customs, duties, freight, exchange, and all other charges are included. **Prices quoted shall EXCLUDE Harmonized Sales Tax (HST).**

We hereby acknowledge that we have read and understood the Addenda numbered _____ to _____ which form part of the contract documents.

Bid Price, Greater Fort Erie Secondary School (HST extra): \$ _____

Contingency Allowance, (HST extra): \$ 25,000.00

Testing Allowance, (HST extra) \$ 7,000.00

Total Price, (Including Contingency & Allowances – HST extra): \$ _____

Total Price, (Including Contingency & Allowances - In Words) _____

_____ dollars (HST extra)

AS PER SECTION 12 OF THE INSTRUCTIONS TO BIDDERS THE LOWEST BID OR ANY BID NOT NECESSARILY ACCEPTED.

2. Voluntary Alternates

We submit the following voluntary alternate prices for consideration. We hereby agree to amend the Total Price by the following amounts (HST excluded), should the alternates be accepted.

| <u>Alternate Description</u> | <u>Add</u> | <u>Deduct</u> |
|------------------------------|------------|---------------|
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |

3. Mandatory Alternates – N/A to this tender

We submit the following pricing that is included in the total stipulated bid price. We hereby agree to amend the Total Price by the following amounts (HST excluded), should the alternate be selected.

| <u>Alternate Description</u> | <u>Add</u> | <u>Deduct</u> |
|------------------------------|------------|---------------|
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |
| _____ | \$ _____ | \$ _____ |

4. The undersigned hereby declares that we have carefully examined the site of the proposed Work and existing conditions; the requirements of the construction schedule; and have satisfied ourselves that the Subcontractors, material suppliers and equipment suppliers on which this Bid is based are capable of meeting all requirements of the schedule, and of executing the Work in accordance with the Drawing and Specifications, the Instructions to Bidders, Bid Form, together with Addenda listed in paragraph 1, of this Bid Form.

5. The undersigned hereby agrees that the contract schedule as stated in the Specifications will be met.

6. The undersigned agrees that this Bid is valid and subject to acceptance by the DSBN for a period of sixty (60) days from the date of Bid receipt, and that if notified of award of the contract we will:

- a) furnish the DSBN, Certificates of Insurance as required by the General Conditions of the Contract
- b) furnish the DSBN evidence that all Workplace Safety and Insurance Board dues, in accordance with the laws of the Province of Ontario, have been paid.

7. We have submitted with this Bid Form the following document:

a) Subcontractor list – Appendix A

8. We the undersigned agree if notified of award of a Contract, to immediately commence work actively and to complete work in ___ weeks and ready for occupancy by the _____ day of (the month) _____, 20__, and to pay all extra wages and premiums necessary for overtime work daily and on weekends for all trades required to complete the work on or before this date without extra compensation, barring strikes and Acts of God for which extra time will be allowed.

9. Upon award of tender the following WSIB and liability insurance certificates will be required for this tender:

| | |
|--------------------------------------|----------------------------------|
| <input checked="" type="checkbox"/> | WSIB |
| <input checked="" type="checkbox"/> | Commercial Liability \$2,000,000 |
| <input checked="" type="checkbox"/> | Automobile Liability \$2,000,000 |
| <input checked="" type="checkbox"/> | Non-owned automobile \$2,000,000 |
| <input type="checkbox" value="N/A"/> | Builders Risk \$ _____ |
| <input type="checkbox" value="N/A"/> | Hook Insurance |
| <input type="checkbox" value="N/A"/> | Pollution Liability \$2,000,000 |

10. Successful proponent will be required to provide the following documents and services:

1. Full close out documents with redline drawings and shop drawing submissions are a requirement. Receipt of electronic closeout documentation to be within 30 days of substantial completion.
2. General contractor is to co-ordinate engineering field inspections at the required time.
3. General contractor is to collect and submit required test samples using testing allowance provided. This includes but is not limited to the Geotech study for the concrete foundation.

11. _____
Signature of Bidder

Name of Bidder (Print)

_____ This _____ day of _____ 20 _____
(Dated at)

_____ *(Name of Firm)* _____ *(Address of Firm)*

_____ *(Postal Code)* _____ *(Phone Number)* _____ *(Fax Number)*

APPENDIX 'A'

TENDER #20238 - Greater Fort Erie Secondary School Fieldhouse

NAME OF CONTRACTOR: _____

- (a) The following are the Subcontractors whose quotations we have employed in the preparations of this tender and whose use we propose should this tender be accepted. We agree not to change subcontractors without the expressed and written approval of the Client and the Architect.
- (b) Should more than one name be entered beside any category, the Owner shall have the option to choose either trade without a change in the tendered price. (Please note that all Subcontractors must be provided or the tender may be declared void. PLEASE PRINT LEGIBLY OR TYPE).
- (c) List each Subcontractor by the firm's proper legal designation.
- (d) The undersigned hereby agrees that in proposing the undermentioned subcontractors they have consulted each and have ascertained to their complete satisfaction that those named are fully acquainted with the extent and nature of the work involved and of the proposed construction and that they will execute the work to conform to the requirements of the Contract Documents.
- (e) The phrase "own forces", which may appear, will be used in those categories which are generally accepted as being done by the General Contractor and providing the capability exists within the General Contractor's organization.
- (f) The phrase "own forces" will only be accepted if the Contractor has his own qualified staff for the trade involved.

LIST OF CONTRACTORS - APPENDIX 'A'

Mechanical (must be pre-qualified and listed in Section 15) _____
(including Fire Protection)

Electrical (must be pre-qualified and listed in Section 15) _____

Excavation, Backfilling, and Compaction _____

Cast-in-place Concrete _____

Masonry _____

Architectural Millwork/Woodwork _____

Steel Doors and Frames _____

Painting _____

Structural Steel _____
(includes Steel Joists)

Signature of Bidder: _____

APPENDIX B - POLICIES REGARDING BID IRREGULARITIES

Major Irregularity: A deviation which relates to information that is material to the Contract. If the deviation is permitted, the Bidder could gain an unfair advantage over competitors. The DSBN will reject any bid submission which contains a major irregularity.

Minor Irregularity: A deviation which affects form rather than substance. The effect is not material to the Contract, or causes an ambiguity that can be categorized as a clerical error where information was inadvertently not included in the submission. If the deviation is permitted or corrected the Bidder would not gain an unfair advantage over competitors. The DSBN may / may not accept or waive, at the discretion of the Purchasing Manager or Administrator, a minor irregularity or permit the Bidder to correct minor irregularity items of noncompliance which do not strictly comply, or are incomplete or ambiguous with the provisions and requirements of this Contract. All Bidders agree to provide all such additional information as, and when requested, within 48 hours, at their own expense, provided no Bidder in supplying such information shall be allowed, in any way materially, to alter or add to the submission originally submitted.

| | |
|---|---|
| Late bids | Major irregularity |
| Response sent to incorrect email address | Minor irregularity |
| Response sent to incorrect email address where bid is opened in error prior to bid closing | Minor irregularity |
| Unsigned bids (does not apply to bids submitted electronically) | Minor irregularity |
| Unsealed envelopes | Minor irregularity |
| CD, memory stick, sample, etc. not submitted where mandatory | Major irregularity |
| Insufficient financial security (no bid deposit or insufficient bid deposit) where mandatory | Major irregularity |
| Failure to provide a letter of Agreement to Bond (Surety letter) where required | Major irregularity |
| Bids that are not completed in full, or are not typewritten, printed or in legible writing (in ink) | Minor or Major irregularity depending on extent |
| Bids received on documents other than those provided by DSBN, when required to do so | Major irregularity |
| Bids received by method stated as unacceptable on bid form. i.e. faxed when statement that no faxed bids will be accepted. | Major irregularity |
| Partial bids (i.e. for less than all of the items required to be included in a bid) except where the document permits partial bids. | Minor or Major irregularity depending on extent |
| Qualified or conditional bids (i.e. bids which are submitted subject to a caveat added to the Bid Form or under a covering letter or alterations to the Bid Form) | Minor or Major irregularity depending on extent |
| Where an Addendum is not acknowledged on the Bid Form. | Major irregularity |
| The DSBN may, at its discretion, reject any bid where the Bid Form or related document contains any erasure, change, over-writing, white-out, cross-out or strike-out, where the same has not been initialed by the Bidder, or where (in the absolute discretion of the Purchasing Manager or Administrator) the effect of that amendment is ambiguous or otherwise unclear | Minor irregularity |

**DISTRICT SCHOOL BOARD OF NIAGARA
FACILITY SERVICES DEPARTMENT
GENERAL CONDITIONS FOR ALL PROJECTS
Last Review – November 2019**

1. The Contractor must be able to and is required to produce to the DSBN, prior to commencing work, Certificates of Insurance, certifying compliance to the attached insurance requirements.
2. The Contractor MUST provide to the DSBN, before commencing the Work, a certificate from the Workplace Safety and Insurance Board indicating clearance for the period of the Work or the maximum allowable period as appropriate. This certification shall be kept current and be sent with each monthly draw. Where the Work extends beyond the maximum coverage period, proof of renewal is required.
3. The Contractor MUST provide to the DSBN, before commencing the Work, copies of Material Safety Data Sheets (MSDS) for all products covered under the Ontario Health and Safety Act and Regulations, and WHMIS regulations which are to be used on or in conjunction with the Work, together with information as to how and where they are to be used.
4. The Work for which these General Conditions are issued is governed by the Occupational Health and Safety Act and regulations for Construction Projects, Revised Statutes of Ontario, 1980 Chapter 321 as amended (Ontario reg. 213/91). The successful tenderer, upon award of a purchase order number for the work outlined, shall assume full responsibility under this legislation as the “Constructor” as defined therein. The owner will notify contractors at the time of tender if the scope of work will be covered under a Notice of Project filed by the owner or another contractor.
5. Where the contractor is in a direct contract with the District School Board of Niagara, they are deemed to be a “Constructor” under the Occupational Health and Safety Act. The Constructor shall file a “Notice of Project” as may be required with the Ministry of Labour prior to commencing work. A copy of this Notice of Project as well as the contractors Health and Safety Policy must be provided to the District School Board of Niagara, Facility Services Department Representative prior to work commencing on site. The contractor will also appoint a Safety Representative as required by the Occupational Health and Safety Act. For the *Owner’s* own forces and for other contractors, the contractor shall 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).
6. The Contractor shall ensure that the staff for which they are responsible are adequately trained and kept up to date on relevant health and safety legislation as per the Occupational Health and Safety Act and Regulations for Construction Projects. This could include but is not limited to the following: Personal Protective Equipment, Working at Heights, Overhead Protection, Fire Safety, Confined Space Entry, Ladders, Scaffolding, Elevated Work Platforms, Cranes, Hoists, Rigging, Cables, Slings, Explosive Fastening Tools, Electrical Hazards, Lock Out & Tag Out, Roofing and Excavations.

**DISTRICT SCHOOL BOARD OF NIAGARA
FACILITY SERVICES DEPARTMENT
GENERAL CONDITIONS FOR ALL PROJECTS
Last Review – November 2019**

7. The contractor will be given a copy of the Asbestos survey, or access to the asbestos survey database by the District School Board of Niagara for the facilities they will be working in. The contractor will ensure that all the materials identified in the survey as containing asbestos will not be disturbed. If the contractor requires asbestos materials to be removed as a result of their work, they shall notify the owner's representative by phone and in writing one week in advance of requiring the removal of asbestos containing materials.
If materials are discovered which the contractor suspects may contain asbestos, all work in the vicinity shall be stopped and the contractor will immediately notify the owner's representative of where the material was found. At no time will a contractor undertake the removal of Asbestos containing material unless they have been contracted in writing to do so.
8. The Contractor, prior to commencing the Work, shall liaise directly with the Facility Services Department to determine timing of the Work, access to the site, and all other factors which may impact on the progress of the work, the continuing use of the school for its primary function, or both, including the siting of any barriers and/or fences, posting of signs, etc.
9. Provide and install safety barriers, fences, signs, etc., required to prevent the access of unauthorized personnel upon the construction site. In addition to staff authorized by the Contractor, restrict access to the defined area of work to those designated as "authorized". Unless notified otherwise in writing, authorized personnel shall be limited to the following:

| | |
|---|------------------------------------|
| Chief Construction and Maintenance Officer | Manager of Operations |
| Senior Manager of Construction | Manager of Maintenance |
| Capital Project Manager | Supervisor of Operations |
| Supervisor of Facility Services | Supervisor of Contracted Services |
| Health and Safety Officer | Energy Coordinator |
| Caretaking Staff | Environmental Services Coordinator |
| Principal | Superintendent |
| Consultants hired by DSBN to provide services for the owner related to the contract | |
10. Cooperate with the principal, caretaker or other designated school staff member in the siting of vehicles, equipment and materials so as to minimize disruption of regular pedestrian and vehicular traffic.
11. Provide protective covering acceptable to the DSBN over all existing building surfaces and/or items of furniture and equipment not affected by, or connected with, the work. Such covering should be impervious to the migration of all dust particles, e.g. plastic sheet and secured in place for the duration of the work. Where additional work by DSBN custodial personnel is necessary through failure to comply the contractor shall be subject to a back charge for custodial cleaning time.
12. Where the work involves the use of water, ensure complete drainage and mopping up of standing water at the end of each day's operations.
13. Where existing fixtures, fittings or finishes have to be disturbed in order to effect the work they shall be replaced or restored to match their original state unless it is specifically noted otherwise.

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14. Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Contractors will be held responsible for any damage to asphalt as a result of using them for access by heavy equipment and vehicles.
15. “Make good” shall mean the restoration of areas or surfaces to a condition matching existing adjacent areas. Making good of grass or asphalt areas that are damaged in the course of the work shall be to the original (new) condition irrespective of their condition prior to commencement of the work, or the condition of the adjacent unaffected areas.
16. Where the work is extensive or of a protracted nature, progress payments may be invoiced monthly, on the basis of the percentage of the Work completed. Requests for final payment shall be submitted only after Work has been reviewed by the DSBN’s representative and accepted. The contractor is responsible for timely notification of completion of the Work for the purpose of arranging inspection. All work is subject to a ten (10) per cent holdback as per the *Construction Act* which the contractor shall ensure is shown deducted from each progress payment. After the lien period has expired, the contractor must submit an invoice requesting payment for the amounts held back under the *Construction Act*. All invoices must also indicate the DSBN’s purchase order number.
17. The contractor shall warrant all work performed, for a period of not less than twelve (12) months from the date of acceptance for the Work as outlined above, against all defects in materials or workmanship. The Warranty shall be on company letterhead under seal, and delivered to the DSBN, addressed to the project manager. The final payment shall be conditional upon receipt of the Warranty and all project documentation.
18. All work shall be carried out in a manner to minimize disruptions to the school. Any work carried out on a school day shall be done in a manner as not to interrupt the school’s normal operation nor create any health or safety concerns to the school staff or students. Should the work be of a nature which the DSBN deems to interrupt regular operation of the school, the work shall be carried out after school hours, at no additional cost to the DSBN.
19. No charges for work in excess of the original contract amount will be permitted without the prior written approval from the District School Board of Niagara’s project manager. For work completed by the General Contractor or Prime Contractor, mark up will be 10%. In the case where the work is done by a subcontractor of the General or Prime contractor, the subcontractor will be allowed to mark up the amount by up to 10% to allow for overhead and profit, and the general contractor will be permitted 5% mark up on that portion of the work. If multiple levels of subcontractors are involved, only the contractor performing the work is entitled to 10% mark up, and other contractors through whom payment flows including the general or prime contractor will be entitled to 5% mark up. The Contractor will provide supplier invoices for all parts, equipment and materials including quantity of each material, unit cost of each material, man hours involved, cost per hour, and mark up.

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20. The DSBN shall have the right to enter or occupy the *Work* area in whole or in part for the purpose of placing fittings and equipment, or for other use before *Substantial Performance of the contract Work*, if, in the opinion of the *Consultant*, such entry and occupation does not prevent or substantially interfere with the *Contractor* in the performance of the *Contract* within the *Contract Time*. Such entry or occupation shall neither be considered as acceptance of the *Work*, nor in any way relieve the *Contractor* from its responsibility to complete the *Contract*.
21. The DSBN reserves the right to establish a deficiency holdback, at the time of project review for *Substantial Performance*, based on a 200% dollar value of the deficiencies listed by the *Consultant or Owner*. The value of work outstanding for the calculation of *Substantial Performance of the Work* under the *Construction Act* (Ontario) shall utilize this 200% dollar value. No individual deficiency will be valued at less than two hundred dollars (\$200.00). The *DSBN* shall retain the entire deficiency holdback amount until completion of all of the deficiencies listed by the *Consultant or Owner* to the satisfaction of the *Consultant or Owner*. Close out documents including record drawings and operation and maintenance manuals will be valued at 5% of the total contract value as a deficiency if they are incomplete or not submitted.

DISTRICT SCHOOL BOARD OF NIAGARA
191 Carlton Street
St. Catharines, ON L2R 7P4

LIABILITY INSURANCE REQUIREMENTS
CONSTRUCTION OR SERVICE PROJECTS
Last Review – November 2019

1. PROPERTY COVERAGE

Builders Risk comprehensive naming both the contractor and District School Board of Niagara in an amount adequate, reflecting the scope of work and the value of the contract.

2. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE LIABILITY

The Contractor shall maintain individual positions in regard to requirements and provisions of law and no liability shall attach to the Owner due to any act or omission on the part of the General Contractor, sub-contractor(s) or any of their agents or employees. The Contractor shall maintain and pay for insurance as follows for the protection against claims directly arising as a result of the Contractor's operations under this Contract:

- (a) Comprehensive General Public Liability and Property Damage Insurance with Bodily Injury and Property Damage Limits of not less than \$2,000,000.00 inclusive on any one accident or occurrence.

The Policy must incorporate at least the following features:

- the Owner, the General Contractor and all Sub-Contractors as named insured;
- Cross Liability Clauses;
- both Bodily Injury and Property Damage coverage on an "Occurrence" basis;
- complete operations coverage during the performance of the work and for a period of twelve (12) months after the final certificate;
- Contractual Liability coverage, including Liability assumed by the contractor under indemnity agreement hereinafter set forth;
- Contractor's Protective Liability; and
- Coverage for demolition of any building or structure, blasting and excavation below the surface of the ground, whether such work be done by the Contractor or by the Sub-Contractor.

- (b) Automobile, Public Liability and Property Damage Insurance on owned automobiles and vehicles used upon or in connection with the work with Bodily Injury and Property Damage Limits of not less than \$2,000,000.00 inclusive any one accident.

- (c) Non-owned Automobile Public Liability and Property Damage Insurance on non-owned auto-mobiles and vehicles and hired automobiles and vehicles, used upon or in connection with the work with Bodily Injury and property Damage Limits of not less than \$2,000,000.00 inclusive any one accident.

(d) Certificate of Insurance

At least 10 days before commencing the work, the contractor shall furnish the Owner with certificates of all insurance coverage required under this article. The term of coverage shall include the guarantee period. No Policy may be changed or terminated during the term mentioned therein, without 30 days written notice to the Owner.

- (e) Where contractor employs or uses marine equipment during the performance of the work, he shall provide evidence of Protection and Indemnity insurance in amounts acceptable to the owner.

- (f) Where the contractor employs or uses cranes or hoist during the performance of the work, he shall provide evidence of Hook Insurance in amounts acceptable to the Owner.