



**Request for Tender
RFT 24-044**

**Concrete Masonry Exterior Upgrades
at Pilgrim Wood PS**

Closing Date: March 18, 2024

Closing Time: 2:00 p.m.

Sealed RFTs will be received **via email to chatelaina@hdsb.ca**
on or before 2:00 p.m., Eastern Daylight Time

Late or Facsimile Bids will not be considered

February 26, 2024

Amanda Chatelain, CPPO, CPPB
Supervisor – Purchasing

Communications Notice

To obtain documents online please visit: <https://hdsb.bidsandtenders.ca>

If you subscribe to bids & tenders you can login to your account to download the document(s) without the preview watermark. You may also opt to purchase a one-time download for this opportunity. Documents are not provided in any other manner.

All proponents shall be registered as a Plan Taker for this opportunity, which will enable the proponent to download the Request for Proposal (RFP) without the watermark preview, to receive addenda email notifications, and to download addenda.

Should the HDSB receive a proposal that is subsequently found to be from a bidder that is not registered with bids & tenders and the bidder did not obtain the proposal document from <https://hdsb.bidsandtenders.ca> the HDSB reserves the right to remove the proposal from further consideration.

To ensure receipt of the latest information and updates via email regarding this opportunity, the onus is on the proponent to register as a Plan Taker for this opportunity at <https://hdsb.bidsandtenders.ca>.

The following documents form part of all HDSB competitive proposal documents:

HDSB Procurement Administrative Procedure:

<https://www.hdsb.ca/our-board/Policy/Procurement.pdf>

HDSB Asbestos Management in Facilities Administrative Procedure:

<https://www.hdsb.ca/our-board/Policy/AsbestosManagementInFacilities.pdf>

HDSB Vendor Performance Management Administrative Procedure:

<https://www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf>

Broader Public Sector Procurement Directive

[https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/Attachments/001-BPS_Procurement_Directive/\\$FILE/BPS_Procurement_Directive.pdf](https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/Attachments/001-BPS_Procurement_Directive/$FILE/BPS_Procurement_Directive.pdf)

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Part A – Outline and Instructions

1. Introduction and Board Profile

The Halton District School Board is composed of approximately 104 school locations (90 elementary and 16 secondary schools). These locations service approximately 67,000 regular day school students (Junior Kindergarten to Grade 12). The HDSB employs approximately 10,860 employees. Please visit <http://www.hdsb.ca> for additional information.

2. General Terms of the RFT

The Halton District School Board, hereinafter referred to as HDSB, is seeking qualified Contractors to provide all the necessary labor, materials and equipment to complete Concrete Masonry Exterior Upgrades at Pilgrim Wood Public School located at 1551 Pilgrims Way, Oakville, ON L6M 2W7.

Work is to begin July 1, 2024 and shall be completed by August 31, 2024. Specific details of the RFT are to be found in the attached scope of work, drawings and photographs.

3. Bid Security and Bonding Requirements

Any bid submission equal to or greater than \$500,000 inclusive of tax, must be submitted with a Bid Bond in the value of ten percent (10%) of the Total Cost and a Surety Consent in favour of the Halton District School Board. The Surety Consent shall cover a Performance Bond and a Labour & Materials Payment bond, each in the amount of fifty percent (50%) of the contract price as a guarantee that the Bidder shall execute the contract upon award. The Bid Security so submitted shall be irrevocable and valid for 90 from the closing date set for the submission of tender.

In order to be considered for award of a contract equal to or over \$500,000 inclusive of tax, the Bidder shall submit as part of their Submission, a Surety Consent, completed by a Bonding Company. Any others will not be accepted.

Upon receipt of written notice from the Halton District School Board that it has been awarded the Contract, the successful Bidder shall provide, within five (5) working days of such notice, an original Performance Bond and a Labour and Material Payment Bond, each for the amount of fifty per cent (50%) of the total lump sum price, to guarantee the performance of all obligations of the Contract.

4. RFT Closing Information

The HDSB is currently unable to accept submissions via the Bids and Tenders platform. Bidders must submit their Submission **via email** on or before 2:00 p.m., Eastern Daylight Time on **March 18, 2024** (the “Closing Time”) to the following address:

chatelaina@hdsb.ca
Attention: Amanda Chatelain

Submissions will be deemed to be officially received by the time stamp issued by the HDSB's email server. Submissions received after the official closing time will be declared non-compliant and shall not be considered during the selection process. Electronic submission shall be no larger than 25MB. Proponents are responsible for confirming that their submission has been successfully received.

5. Accuracy of Information/Liability for Errors or Omissions

While the HDSB has used considerable efforts to ensure an accurate representation of information in this document, the information contained in it is supplied solely as a guideline for Bidders. Any data contained in this RFT or provided by way of Addenda are estimates only and are for the sole purpose of indicating to the Bidder the general size of what is being requested hereunder. The information is not guaranteed or warranted to be accurate by the HDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this document is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFT. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a Submission in response to this RFT.

6. Communication After RFT Issuance

All Communications regarding any aspect of this RFT must be submitted via Bids and Tenders. Bidders that fail to comply with the requirement to direct all communications to the RFT Authority via Bids and Tenders may be disqualified from this RFT process.

Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following as it relates to this RFT:

- any employee or agent of the HDSB, other than the RFT Purchasing contact;
- any member of the HDSB governing body including, without limitation, the director, officers, trustees, superintendents, and any advisors thereto;

Bidders shall promptly examine this RFT and all Appendices, including the Form of Tender, and:

- shall report any errors, omissions or ambiguities; and
- may direct questions or seek additional information on or before the Deadline for Questions to the RFT Purchasing contact.

It is the responsibility of the Bidder to seek clarification, by submitting questions to the RFT Authority via Bids and Tenders, on any matter it considers to be unclear. The HDSB shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFT or its process.

In the event a Bidder has any reason to believe that an error, omission or ambiguity exists, the Bidder must notify the RFT Authority via Bids and Tenders prior to submitting a Proposal.

If appropriate, the RFT Authority will then clarify the matter for the benefit of all Bidders by publication on the same public platform, its website or by notice to Bidders who have requested a copy of this RFT in the same manner as set out in section 6 below.

In answering a Bidder's questions, the HDSB will set out the question, without identifying the Bidder that submitted the question, and the HDSB may in its sole discretion:

- edit the question for clarity;
- answer similar questions from various Bidders only once.

Where an answer results in any change to the RFT, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

7. Addenda

If the HDSB for any reason, determines that it is necessary to provide additional information relating to this RFT, such information will be communicated to all Bidders by addendum in the same manner the RFT was communicated. Each Addendum shall form an integral part of this RFT. This RFT may only be amended in accordance with this section.

All questions related to this Tender must be submitted in writing via bids and tenders prior to 2 p.m. on February 28, 2024. Any addendum will be posted no later than March 1, 2024.

Any amendment or supplement to this RFT made in any other manner will not be binding on the HDSB. All Addenda shall become an integral part of this RFT and shall be incorporated into any content. Each Bidder shall be responsible for verifying before depositing its Proposal that it has received all Addenda that have been issued.

8. Planned Schedule of Events – Project Schedule

Event	Date
Release of RFT	February 26, 2024
Site Meeting	March 4, 2024
Question Deadline	March 6, 2024
Issuance of Final Addendum	March 8, 2024
RFT Closing	March 18, 2024
Timeline for Completion of Work	July 1, 2024 - August 31, 2024

9. Bidder's Costs

Bidders shall bear all costs and expenses incurred relating to any aspect of its participation in this RFT process, including all costs and expenses relating to the Bidder's participation in:

- the preparation, presentation and receipt of its Submission;
- the Bidders attendance at any meeting in relation to the RFT process, including any presentation or interview;
- the conduct of any due diligence on its part, including any information-gathering activity;
- the preparation of the Bidder's own questions prior to the Deadline for Questions; and
- any discussion and/or finalization, if any, in respect of the Form of Agreement.

10. Bidding Format

Unless otherwise specified in these RFT documents or the final contract entered into between the HDSB and the successful Bidder, responses shall be for a stipulated sum without escalator clauses or other qualifications (when applicable). Bidders submitting a bid with escalator clauses or other qualifications that are not in accordance with the terms and conditions of this RFT may have their bid rejected.

All information entered on this RFT document must be typewritten or entered in ink. No pencil entries will be accepted.

Erasure(s), overwriting or strike-out(s) must be initialed in ink by the person signing this Submission.

Respondents will use the following format for their submission:

- Form of Tender (complete form must be included with your submission, including bonds and any other information as may be required herein)
- Appendix A - Signed Declaration Sheet (must be included with your submission)
- Bid Security and Bonding Requirements as required

11. Pricing

Please do not add tax to base (unit) price. (when applicable). Early payment discounts may be considered part of the Submission. Credit Card payment acceptance may be considered part of the Submission.

12. Subcontractors

The General Contractor must select a subcontractor from the HDSB pre-qualified list of sub-contractors attached in Appendix B.

The Contractor agrees to preserve and protect the rights of the parties under the contract with respect to work performed under subcontract, and shall:

- enter into contracts or written agreements with their subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the contract. Further, the Contractor shall be fully responsible to the Owner for acts and omissions of their subcontractors and of any persons directly or indirectly employed by them as for acts and omissions of persons directly employed by them.
- therefore, agree that they will incorporate the terms and conditions of the Contract Documents into all Subcontractor Agreements they enter into with their subcontractors.

The HDSB reserves the right, at its discretion to waive the requirement to utilize the mandatory list of pre-qualified sub-trades at any time during the tendering process based on market conditions.

13. Site Meeting

There will be a Non-Mandatory Site Meeting on March 4, 2024 at the main office of Pilgrim Wood Public School located at 1551 Pilgrims Way, Oakville, ON L6M 2W7.

The Non-Mandatory Site Meeting will start at 4:00 p.m.. Bidders shall follow Public Health and HDSB Covid-19 protocols while on site.

Part B – Standard Terms and Conditions

14. Scope

Unless otherwise expressly stated these Standard Terms and Conditions form a part of this document and apply in like force to contracts for the purchase of commodities as stated in this document. All Bidders will be bound by the terms and conditions set forth, except as specifically qualified in Special Terms and Conditions issued in connection with this document or any Addenda issued relating to this document.

15. Definitions

As used herein as well as in all RFSQ, RFQ, RFP, RFI, Tender or contract documents issued by the Halton District School Board, the following definitions will apply.

Addenda/Addendum	an addition/change made to this document, subsequent to its printing or publication.
Applicable Law and Applicable Laws	means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time.
Bid/Submission/Proposal	an offer from a Bidder in response to a Proposal/Tender which is subject to acceptance or rejection.
Proponent	a legal entity, being a company, partnership or individual who submits a Bid, Proposal, or Submission in response to a formal request for Bid, Proposal, or Submission.
Board/HDSB	means the Halton District School Board.
Contract	means the agreement, in writing, governing the performance of the Work and/or the purchase and sale of commodities and includes, without limitation, the document (including standard terms and conditions), Bidder Submission and the written document accepting the Bidder Submission (including any notice of acceptance or award).

Document	means the document describing the Goods and/or Services to be purchased and the terms upon which the Goods and/or Services are to be purchased and includes, without limitation, those documents referenced on the index of the document and such Addenda as may be issued by the HDSB.
Goods or Services	product and/or any and all labour, vehicles or equipment used by a Bidder in fulfilling a Contract.
HST	means Harmonized Sales Tax.
Intellectual Property	means any trademark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other intellectual property, industrial property or proprietary right owned by, licensed to, or used by any third person.
Mandatory Requirement	a minimum requirement – where the words “mandatory”, “must”, “required”, “shall” and/or “will” are referenced in this document and such requirement is identified as a Mandatory Requirement. Failure to comply will deem the submission non-compliant and the bid/submission will be disqualified.
Proposal/RFP	a sealed written offer to supply Goods and/or Services of any value, acceptance of which may be subject to negotiation.
Quotation/RFQ	a written offer to supply Goods and/or Services with a value that is less than \$100,000.
Response	the package submitted by a Bidder in response to an RFP or RFT.
Specifications	those stated requirements for the Goods and/or Services set out in the document.
Subcontractor	a person, firm or corporation having a direct contract with the contractor to perform a part or parts of the Work, or to supply Goods worked to a special design according to the contract documents, but does not include one who merely supplies Goods not so worked.
Tender/RFT	a sealed written offer to supply Goods and/or Services with a value that is greater than \$100,000.

Bidder Submission	means the document as completed by the Bidder for the purpose of offering to sell to the HDSB the services and/or goods specified in the document, and includes but is not limited to Quotations, Tenders and Proposals.
Work	means the Work to be undertaken by the Bidder pursuant to the provisions of the Contract.

16. Reserved Rights of the HDSB

The HDSB reserves the right to:

- (a) make public the names of any or all Bidders;
- (b) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder’s response to that request for clarification into the Bidder’s Submission;
- (c) assess a Bidder’s Submission on the basis of:
 - (i) a financial analysis determining the actual cost of the Submission when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the Bidder’s past performance on previous contracts awarded by the HDSB;
 - (iv) the information provided by a Bidder pursuant to the HDSB exercising its clarification rights under this RFT process; or
 - (v) other relevant information that arises during this RFT process;
- (d) waive formalities and accept Submissions that substantially comply with the requirements of this RFT;
- (e) verify with any Bidder or with a third party any information set out in a Submission;
- (f) check references other than those provided by any Bidder;
- (g) disqualify any Bidder whose Submission contains misrepresentations or any other inaccurate or misleading information;

- (h) disqualify any Bidder or the Submission of any Bidder who has engaged in conduct prohibited by this RFT;
- (i) disqualify a Bidder for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by the HDSB and at any time.
- (j) make changes, including substantial changes, to this RFT, provided that those changes are issued by way of addenda in the manner set out in this RFT;
- (k) select any Bidder other than the Bidder whose bid reflects the lowest cost to the HDSB;
- (l) review all Bidders utilizing the HDSB Vendor Performance Management Administrative Procedure, which can include suspension of Bidders who fail to meet the HDSB's expectations or who are involved in litigation or threatened litigation against HDSB. The HDSB Vendor Performance Management Administrative Procedure is found at the attached link

(www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf)
- (m) award to one or more bidders according to their requirements;
- (n) cancel this RFT process at any time and for any or no reason;
- (o) cancel this RFT process at any stage and issue a new RFT for the same or similar deliverables;
- (p) accept any Submission in whole or in part; or
- (q) award to multiple bidders if circumstances are warranted;
- (r) reject any or all Submissions;
- (s) to limit the number of pre-qualified Bidders eligible to submit proposals for any future projects. HDSB shall not be obligated to provide all pre-qualified Bidders with the same opportunity to bid on all future projects within each stated category. By participating in this RFT, Bidders acknowledge that there is no guarantee that a Bidder will receive any assignments, work or projects and that there is no expectation that any specified number of projects will be made available during the pre-qualification term;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

In addition, the HDSB reserves the right at any time during normal business hours, and as often as the HDSB may deem necessary, to examine, the successful Bidder's

records with respect to the successful Bidder's services under the Bidder's purchase order and/or Submission and any Contract. The successful Bidder shall permit the HDSB to audit, examine, and make copies, excerpts or transcripts from such records, and to make audits of data relating to matters covered by a Submission, any purchase order and/or any Contract. The successful Bidder shall maintain and retain all records and other documents related to a Submission, any purchase order, and/or any Contract for a period of seven (7) years from the date of final payment, except in cases where unresolved audit questions require a longer period of time for resolution, as determined by the HDSB.

17. Litigation with the HDSB

The HDSB may, in its absolute discretion, reject a Submission submitted by a Bidder **prior to or after a Submission opening, if the Bidder:**

- (a) is or has in the past 10 years been a party to litigation with the HDSB; or
- (b) directly or indirectly, including by common ownership or control or otherwise, is related to a party currently in litigation with the HDSB or a party that has in the past 10 years been in litigation with the HDSB; or
- (c) intends to use a subcontractor in respect of a specific project who is, or has in the past 10 years been a party to litigation with the HDSB, or who is related to a party currently in litigation with the HDSB or a party that has in the past 10 years been in litigation with the HDSB.

For the purposes hereof, the phrase "litigation with the HDSB" includes cases in which the Bidder or prospective Bidder or any of the parties named above, has advised the HDSB in writing of their intention to commence litigation, or have commenced or have advised the HDSB of their intention to commence an arbitral proceeding against the HDSB (excepting only construction lien demands, notices or proceedings or arbitrations under O. Reg 444/98 of the Education Act).

In determining whether or not to exercise its discretion as set out herein, the HDSB will consider whether the litigation (past or current) is likely to affect a Bidder's ability to work with the HDSB, its consultants and representatives, and whether the HDSB's experience with the Bidder, the related party or subcontractor, as the case may be, in the matter giving rise to the litigation, indicates that the HDSB is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Bidder.

18. Accessibility for Ontarians with Disabilities (AODA)

The HDSB is committed to accessibility and preventing and removing barriers for persons with disabilities. Where practicable, the HDSB will incorporate accessibility features and criteria when procuring or acquiring goods, services and facilities, in which case, a Bidder must be capable of recommending and delivering same in an inclusive

and accessible manner, consistent with the Ontario Human Rights Code (“OHRC”), the Ontarians with Disabilities Act, 2005 (“AODA”) and its Regulations, in order to achieve accessibility for Ontarians with disabilities. If the HDSB determines that it is impractical to do so an explanation will be provided upon request.

In accordance with Ontario Regulation 429-07 made under the AODA, the HDSB has established policies, practices and procedures governing the provisions of its services to persons with disabilities, which may be found at:

<https://www.hdsb.ca/our-board/Pages/Accessibility.aspx>

19. Ability to Negotiate/Contract Negotiations

The HDSB reserves the right to enter into negotiations with any Bidder as it sees fit, or with another Bidder concurrently. The HDSB will not incur liability to any Bidder as a result of these negotiations.

The HDSB may, prior to and after Contract award, negotiate changes to the specifications, the type of materials or any conditions with the successful or preferred Bidder or one or more of the Bidders without having any duty or obligation to advise any other Bidder or to allow them to vary their bid prices as a result of such changes, and the HDSB shall have no liability to any other Bidder as a result of such negotiations or modifications.

20. Agree to Abide by the Established Process

It is vital to the HDSB that the process leading to the recommendation of a bidder(s) and the conclusion of an agreement for the provision of these services be, and be seen to be, open and fair and that each of the respondents is treated equally.

No respondent can be seen to be deriving, intentionally or otherwise, an advantage or information, which is not equally available to all other respondents. Nor is it acceptable that any advantage or information be sought or obtained from any unauthorized staff or representative of the HDSB, or any benefit derived from any special or personal relationships or contacts.

All communications, including requests for information, between respondents to this RFT and the HDSB should be between only the representative(s) of the HDSB who has been authorized and designated for that particular purpose. Bidders must not rely on information from any other source.

21. Assignment

Unless otherwise stated in this document, it is mutually agreed and understood that the successful Bidder will not assign, transfer, convey, sublet or otherwise dispose of the Contract (in whole or in part) or the right, title or interest therein, or the Bidder’s power to

execute such contract to any other person, firm, company or corporation without the previous written consent of the HDSB. Any act in derogation of the foregoing shall be null and void. For the purposes hereof, the transfer or issuance of shares by a Bidder of more than fifty (50%) percent of the voting securities of a Bidder to any third party other than to an affiliate (as such term is defined in the Business Corporations Act (Ontario)) or the shareholder or shareholders of the Bidder as of the Closing Date, whether or not such transfer or issuance of voting securities takes place in one or more transactions, shall, for the purposes of this Agreement, be deemed to be an assignment of the Contract requiring the consent of the HDSB, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

22. Award

The final award will be based on (but not limited to) the best value for money and quality service delivery from a Bidder who complies with the provisions of this Submission solicitation, including specifications, contractual terms and conditions, who can reasonably be expected to provide satisfactory performance on the proposed Contract based on reputation, references, performance on previous contracts, and sufficiency of financial and other resources, and provides a solution that is a fit with the HDSB's requirements. The lowest price or bid shall not be the sole, determinative factor.

23. Breaking a Tie

In the event of a tie score, the HDSB will resolve same based on the earlier date/time stamp of when the bid was received by HDSB in accordance with this RFT.

24. Change Orders

A change order results when unforeseen conditions are identified from the original scope of work (Contract or Purchase Order) and is inextricably tied to the original scope.

The following steps should occur prior to issuance of a change order that does not originate from HDSB senior management:

- appropriate HDSB approval must be acquired prior to modifying any Contract or Purchase Order
- appropriate written HDSB approval must be obtained prior to commencing the work.

All requests or recommendations for Change Orders shall include the impact to both price and schedule for the work to be performed. HDSB shall have the right to retain consultants or experts to help identify the need or to verify the impact of the change order on the project.

No change in the work shall proceed without the written approval of the Owner. Any change shall be initiated by Owners "WORK ORDERS" which shall bear the change cost and the Contractor's and Owner's representative's signatures as an instruction to proceed. All changes shall be restricted to five percent (5%) overhead and five percent (5%) profit applied to the labour and material cost.

25. Conflict of Interest

For the purposes hereof, "Conflict of Interest" includes:

- (a) in relation to the Submission process, the Bidder has an unfair advantage or engaged in conduct, directly or indirectly, that may give the Bidder an unfair advantage, including:
 - (i) having or having access to information in the preparation of the Submission that is confidential to the HDSB and not available to other Bidders;
 - (ii) communicating with any person with a view to influencing preferred treatment in the Submission process; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or
- (b) in relation to the performance of the Work, services or contractual obligations, the Bidder's other commitments, relationships or financial interests:
 - (i) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Bidder's independent judgments; or
 - (ii) could or could be perceived to compromise or impair or be incompatible with the effective performance of the Bidder's work, services or contractual obligations.

The Bidder shall:

- (a) avoid any Conflict of Interest in the Submission process and in the performance of its contractual obligations;
- (b) disclose to the HDSB without delay any actual or potential Conflict of Interest that arises during the Submission process or during the performance of its contractual obligations; and

- (c) comply with any requirements prescribed by the HDSB to resolve any Conflict of Interest.

In addition to all other contractual rights or rights available at law or in equity, the HDSB may immediately disqualify a Submission or terminate the Contract upon giving notice to the Bidder where:

- i. the Bidder fails to disclose an actual or potential Conflict of Interest;
- ii. the Bidder fails to comply with any requirements prescribed by the HDSB to resolve a Conflict of Interest; or
- iii. the Bidder's Conflict of Interest cannot be resolved.

This paragraph shall survive any termination or expiry of the Contract.

26. HDSB Confidential Information

For the purposes hereof, "HDSB Confidential Information" means all information of the HDSB that is of a confidential nature, including all confidential information in the custody or control of the HDSB, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Bidder in connection with the Contract. For greater certainty, HDSB Confidential Information shall:

- (a) include:
 - (i) all new information derived at any time from any such information whether created by the HDSB, the Bidder or any third party;
 - (ii) all information (including Personal Information) that the HDSB is obliged or has the discretion not to disclose under provincial or federal legislation or otherwise at law; but
- (b) not include information that:
 - (i) is or becomes generally available to the public without fault or breach on the part of the Bidder of any duty of confidentiality owed by the Bidder to the HDSB or to any third party;
 - (ii) the Bidder can demonstrate to have been rightfully obtained by Bidder without any obligation of confidence, from a third party who had the right to transfer or disclose it to the Bidder free of any obligation of confidence;

- (iii) the Bidder can demonstrate to have been rightfully known to or in the possession of the Bidder at the time of disclosure, free of any obligation of confidence when disclosed; or
- (iv) is independently developed by the Bidder;

but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law.

During and following the term of the Contract, the Bidder shall:

- (a) keep all HDSB Confidential Information confidential and secure;
- (b) limit the disclosure of HDSB Confidential Information to only those of its directors, officer, employees, agents, partners, affiliates, volunteers or subcontractors who have a need to know it for the purpose of carrying out its obligations under the Contract and who have been specifically authorized to have such disclosure;
- (c) not directly or indirectly disclose, destroy, exploit or use any HDSB Confidential Information (except for the purpose of carrying out its obligations under the Contract or except if required by order of a court or tribunal), without first obtaining:
 - (i) the written consent of the HDSB; and
 - (ii) in respect of any HDSB Confidential Information about any third party, the written consent of such third party;
- (d) provide HDSB Confidential Information to the HDSB on demand; and
- (e) return all HDSB Confidential Information to the HDSB before the end of the Term, with no copy or portion kept by the Bidder.

27. Criminal Background Checks

The Bidder acknowledges that the HDSB must be in compliance with Regulation 521/01 of the Education Act (Ontario) - Collection of Personal Information with respect to criminal background checks and offence declarations. The Bidder covenants and agrees to assist the HDSB in complying with same by providing the HDSB, or such other entity as the HDSB may designate, with a criminal background check covering offences under the Criminal Code, the Narcotics Control Act, and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP or, in instances where the Bidder will have access to or is responsible for minors or vulnerable persons, a Vulnerable Persons Clearance certificate in addition to the above ("Criminal Background Check"), together with an Offence Declaration in HDSB approved form, for every individual or employee of the

Bidder who may come into direct contact with students on a regular basis at a school site of the HDSB, or who may have access to student information.

For the purposes of this document, the HDSB shall determine in its sole and unfettered discretion whether an individual or employee of the Bidder may come into direct contact with students on a regular basis or may have access to student information. The Bidder agrees to indemnify and save harmless the HDSB from all claims, liabilities, expenses, and penalties to which it may be subjected on account of the Bidder's failure to provide a Criminal Background Check and an Offence Declaration, as aforesaid. This indemnity shall survive the expiration or sooner termination of the Contract. In addition, and notwithstanding anything else herein contained, if the Bidder fails to provide a Criminal Background Check and an Offence Declaration for an individual or employee of the Bidder who may come into direct contact with students on a regular basis at a school site of the HDSB or who may have access to student information, then the HDSB shall have the right to forthwith terminate the Contract without prejudice to any other rights which it may have in the Contract, in law or in equity.

28. Debrief

The HDSB, at the written request of a Bidder will conduct a debriefing. Bidders must submit their request within sixty (60) days of Contract award notification. The HDSB will only identify any weaknesses or strengths in the Bidder's submission. No information regarding other Bidders' submissions will be disclosed. The intent of the debriefing information session is to assist a Bidder in presenting a better Submission in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing any opportunity to challenge the procurement process.

29. Dispute Resolution

In the event that a Bidder wishes to review the decision of the HDSB in respect of any material aspect of the RFT process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the RFT Authority within ten (10) days from such a debriefing.

Any request that is not received in a timely manner will not be considered, and the Bidder will be notified in writing.

A protest in writing shall include the following:

- (a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- (b) a specific description of each act alleged to have breached the procurement process;
- (c) a precise statement of the relevant facts;

- (d) an identification of the issues to be resolved; and
- (e) the Bidder's requested remedy.

For the purpose of a protest, the HDSB will review and address any protest in a timely and appropriate manner. HDSB's decision in this regard is final.

30. Environmental Statement

The HDSB, when practically and financially feasible, will consider the acquisition of goods and services that will reduce the environmental footprint of the HDSB.

31. Force Majeure

Delays in or failure of performance by either party under the Contract shall not constitute default thereunder or give rise to any claim for damages if caused by occurrences beyond the control of the party affected, including but not limited to, decrees of Governments, acts of God, fires, floods, riots, wars, rebellion, sabotage, and atomic or nuclear incidents. Lack of finances, strikes, lockouts or other concerted acts by workers shall not 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 an occurrence beyond the control of the party affected, then either party shall notify the other in writing. The HDSB shall either terminate the Contract forthwith and without any further payments being made, or authorize the Bidder to continue the performance of the Contract with such adjustments as may be required by the occurrence in question and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustment, it is agreed by the parties that the Contract shall be terminated.

32. Guarantees and Warranties

All Work shall be done in a good and workmanship like manner. All materials, goods and services must meet the applicable specifications, either by the HDSB, its consultant on the project or the manufacturer. The Bidder warrants and guarantees that all materials, Goods; Services and workmanship will be free from defects and fit for the purpose intended by the HDSB. All Goods delivered by the Bidder must be new, in good working order and of the latest model possessing all accessories standard to the manufacturer's stock model. The Goods and/or Services must be covered by written guarantees and warranties acceptable to the HDSB.

33. Health & Safety / WHMIS

Bidders and/or contractors must comply with the Occupational Health and Safety Act and its regulations. All Bidder's contractors and subcontractors and their respective employees will have received health and safety training appropriate to their trade, and will be able to provide proof thereof to the HDSB upon request. Contractors shall be

held responsible for any subcontractors where such are permissible by the HDSB. The HDSB may request and suppliers/contractors/subcontractors will provide evidence of such training at any time.

Suppliers/contractors/sub-contractors shall comply with the HDSB policies, programs and procedures at all times while on site. All suppliers/contractors/sub-contractors are required to sign in upon arrival/exit at a HDSB location prior to beginning and at completion of Work.

Suppliers and/or contractors/sub-contractors shall be held responsible for all fines and/or contraventions of legislation which have been incurred by the HDSB.

As per Ontario regulation 278/05 section 10 (5) the HDSB will provide contractors/sub-contractors performing work in HDSB buildings access to the site-specific asbestos inventory. Site specific asbestos inventories are available at each HDSB site. Contractors/sub-contractors shall review the site-specific asbestos inventory in relation to the scope of work they are undertaking, prior to the commencement of work. The requirements of the HDSB's Asbestos Management Administrative Procedure are to be adhered to at all times. A copy of the HDSB's Asbestos Management Administrative Procedure can be found at:

<http://www.hdsb.ca/our-board/Policy/AsbestosManagementInFacilities.pdf>.

All Work is subject to prior approval by the appropriate HDSB department.

Contractors shall examine carefully the HDSB's Asbestos Register for the Work site, in addition to examining existing conditions for suspected Asbestos Containing Materials (ACM), on which completion of Work is dependent.

Upon discovery of unforeseen suspected ACM affecting completion of the Work, the Contractor shall cease any operations that may disturb said materials and notify the Owner immediately.

The Contractor shall arrange for removal of ACM affecting completion of Work through a HDSB-approved ACM abatement contractor, and arrange for coordination of testing through HDSB Facility Services, if required.

Contractors shall be responsible for any sub-contractors in their employ with respect to the aforementioned requirements.

34. Indemnification and Liability

The Bidder hereby agrees to indemnify and hold harmless the HDSB, its directors, officers, trustees, employees and agents 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 if:

- (a) resulting from the Bidder's failure to observe and conform to the standards established by law or by any other association which has established standards recognized by the Province of Ontario;
- (b) relating to labour and equipment furnished for the Work; and
- (c) involving inventions, copyrights, trademarks or patents, and rights thereto, used in doing the Work and in the subsequent use and operation of the Work or any part thereof upon completion.

35. Insurance and Liability

The successful bidder must indemnify the HDSB from any and all manner of damage or injury, risk, claims, demands, actions, penalties, causes of action, damages and any and all costs arising out of, or incurred by reason of provision of goods and/or services by the bidder. The cost of such insurance will be the responsibility of the Bidder.

The successful bidder(s) will obtain and provide current proof of insurance upon the award, that the successful Bidder will be covered by:

at least Two Million Canadian Dollars (C\$2,000,000.00) of comprehensive commercial general liability insurance for bodily injury, property damage, operations liability, contractual liability and tenant's legal liability, including umbrella liability insurance covering liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under the Contract;

at least One Million Canadian Dollars (C\$1,000,000.00) of business automobile liability insurance and, if necessary, umbrella liability insurance for owned, hired and non-owned vehicles covering bodily injury and property damage: and with an insurer licensed to carry on business in the Province of Ontario.

In the case of multi-year contracts, a copy of a valid certificate must be provided to the Halton District School HDSB annually thereafter, at least thirty (30) days prior to the anniversary date of the contract commencement date. At commencement of the Contract and throughout the Contract duration, certification shall be submitted on a Certificate of Insurance form with the above-mentioned coverage, thereby protecting the Halton District School Board against claims for property damage and bodily injuries, including accidental death, caused by the successful Bidder(s) or its employees and/or Subcontractors during the performance of its obligations under the Contract.

The Halton District School Board must be named as additional insured, and the policy must contain a cross liability clause, and thirty (30) day prior notice clause of any cancellation, non-renewal or product change in coverage, terms or conditions.

As a condition precedent to contract award, Certificates of all such insurance policies shall be filed with the HDSB by the successful Bidder and shall be subject to the HDSB's approval as to the adequacy of protection.

All the above-mentioned insurance shall be maintained until the HDSB certifies that the work is complete.

36. Invoicing/Payment/EFT

To ensure that payment is not deferred, the following information shall be on all invoices:

- Bidder's Name or Business Number, Address, Telephone Number and HST registration number
- Invoice Date
- Invoice Number
- Purchase Order Number, Name of Requester, Shipment Destination
- Name of Halton District School Board staff that issued this order
- Complete Good/Service Description (including hourly rates, service/delivery dates, service location)
- Attach Copy of Service Report/Work Order Completed
- Terms of payment
- Total of HST where applicable
- Total Amount Payable

The HDSB's method of payment is by Electronic Funds Transfer (EFT). If the Bidder is a new vendor or current vendor who has not previously utilized the EFT payment service or has banking information which has changed, then an "Application of Vendor Direct Deposit" form is required to be completed, which is available through the Purchasing contact for this document. This form along with a voided cheque or letter from the Bidder's bank should be sent to:

Halton District School Board
Attention: Accounts Payable Department
J.W. Singleton Centre,
PO Box 5005 Stn LCD 1,
Burlington ON L7R 3Z2 or

electronically to: apeft@hdsb.ca before any invoices are submitted to the HDSB for payment. Payment terms are Net 28. Early payment discounts may be considered.

37. Irrevocability

The Submission will be open for acceptance by the HDSB and irrevocable by the Bidder for a period of ninety (90) calendar days from the Closing Date.

38. *Municipal Freedom of Information and Protection of Privacy Act* ***(“MFIPPA”)***

- (a) The Bidder acknowledges and agrees that the HDSB is subject to MFIPPA. The Bidder further expressly acknowledges and agrees that, upon the acceptance of a successful Submission and conclusion of this process (including execution and delivery of the Contract between the HDSB and the successful Bidder), subject to subsection (b) below, the Submission shall not be considered confidential for the purposes of Section 10 of MFIPPA and, in the event of an access request or at the discretion of HDSB, shall be subject to release in its entirety without redaction.
- (b) Notwithstanding paragraph (a) above, the Bidder and the HDSB acknowledge and agree that the information listed below is considered to be supplied by the Bidder to the HDSB in confidence:
 - 1. For Services: Hourly rates/fees and information from which such rates/fees could be reasonably deduced.
 - 2. For Goods: Unit costs and information from which such unit costs could be reasonably deduced.
- (c) Notwithstanding the foregoing, the Bidder acknowledges and agrees that, because the HDSB is subject to MFIPPA, all or part of any Submission, including information supplied in confidence, may be subject to release in response to an access request submitted pursuant to MFIPPA. In the event that the HDSB receives a request for access to all or part of a Submission supplied in confidence, the HDSB shall deliver the relevant notice to the Bidder, who shall bare all costs, legal or otherwise, with respect to any objection the Bidder may have in respect of the release of any or all parts of the Submission pursuant to MFIPPA.

39. *No Guarantee of Work or Exclusivity of Contract*

The HDSB makes no guarantee of the value or quality of goods or services or volume of work to be assigned to the successful Bidder. Any Contract executed with a successful Bidder may not be an exclusive Contract for the provision of the requested Goods or Services. Quantity where specified more or less, are estimates of previous consumption and are furnished without liability to the HDSB.

40. *Non-Performance/Termination of Contract*

If the Bidder delivers substandard, unapproved or defective items, which are rejected by the HDSB, the Bidder agrees to replace these items at the Bidder's expense with items of a quality deemed acceptable to the HDSB within a 48-hour period of the mutual satisfactory agreement being reached. If the Bidder fails to replace the items within this

48-hour period, the parties agree that the HDSB may purchase substitutes for the rejected items in the open market at no additional cost or liability to the HDSB.

Where at any time the quality of the Goods or Service supplied by the successful Bidder is not of a satisfactory standard, the HDSB may issue a verbal warning outlining the deficiency in supply or other aspects of performance and requiring the successful Bidder to correct those deficiencies within such period of time as stated. If the deficiency is not corrected within the time specified, or having been corrected, there is a further instance of deficient performance, the HDSB may issue a written notice to the successful Bidder, identifying the deficiency in performance and setting a final date or time period for its correction, and advising that if corrective steps are not taken by that date or within that time, the HDSB may terminate the Contract and take corrective action itself.

Until the HDSB is satisfied that the unsatisfactory performance has been corrected, the HDSB may hold back from any payment an amount sufficient to rectify the unsatisfactory performance until its requirements have been met.

The HDSB reserves the right, in its absolute discretion, to terminate a Contract immediately without penalty, costs or damages of any kind whatsoever, where the Bidder has violated any laws or performed any of the following acts while performing work with the HDSB and further reserves the right to take that failure into account with respect to the award of any future contract.

- a) over-billing or duplicate billing;
- b) splitting of invoices;
- c) charging for items not supplied;
- d) charging for items not approved prior to invoicing;
- e) charging for items of one grade, while supplying items of an inferior grade;
- f) Misrepresentation as to the quality or origin of goods, their functionality or suitability for a purpose, or their performance characteristics;
- g) not responding to the HDSB or, failure to complete contract.

41. Ownership

The Submission, along with all correspondence, documentation and information provided to the HDSB by any Bidder in connection with or arising out of the Submission, once received by the HDSB, shall become the property of the HDSB and may be appended to any Contract and/or purchase order with the successful Bidder.

42. Permits, Licenses and Approvals

Bidders shall obtain all permits, licences and approvals required in connection with the supply of the Goods and/or Services. The costs of obtaining such permits, licences and approvals shall be the responsibility of, and shall be paid for by the Bidder.

Where a Bidder is required by any Applicable Law to hold or obtain any such licence, permit, or approval to carry on an activity contemplated in its Submission or in the Contract, neither the acceptance of the Submission nor the execution of the Contract by the HDSB shall be considered an approval by the HDSB for the Bidder to carry on such activity without the requisite licence, permit, consent or authorization.

Without in any way limiting the generality of the foregoing, any electrical Goods being proposed for consideration pursuant to this RFT must be authorized or approved in accordance with the Electrical Safety Code or by a certification organization accredited with the Standards Council of Canada Act (Canada), and shall bear the certification organization's mark identifying the Goods certified for use in Canada. Certification shall be to the standard that is appropriate for the intended use of the electrical Goods at any of the HDSB's schools or facilities.

43. Co-operative Purchasing Provisions

This document is being issued by the HDSB to meet the HDSB's requirements. The successful Bidder acknowledges that the Provincial Government encourages cooperative procurement initiatives by School HDSBs. Bidders shall indicate on the Form of Quotation if they are willing to extend pricing and submission terms to other District School Boards in the province of Ontario where the scope of work is deemed similar or the same and where both parties are in agreement, in which case they shall be deemed to have granted consent to the HDSB to share the Submission with such HDSBs, subject to such HDSBs agreeing to receive the Submission in confidence on the understanding that the Submission contains financial, commercial, technical and other sensitive information of the Bidder. The Bidder will not be penalized if it does not agree to this provision. The HDSB will not incur any financial responsibility in connection with any purchase by another School Board. Each School Board shall accept sole responsibility for its own contract management such as placing orders and making payments to the successful Bidder.

44. Proof of WSIB Coverage

If the Bidder is subject to the Workplace Safety and Insurance Act ("WSIA") or the Workplace Safety and Insurance Amendment Act, 2008 ("WSIAA"), the Bidder shall submit a valid clearance certificate of Workplace Safety and Insurance Board ("WSIB") coverage to the HDSB before commencing the performance of any work or services. In addition, the Bidder shall, from time to time during the term of the Contract and at the request of the HDSB, provide additional WSIB clearance certificates. The Bidder covenants and agrees to pay when due, and to ensure that each of its subcontractors pays when due, all amounts required to be paid by it or its subcontractors, from time to

time during the term of the Contract, under the WSIA and/or the WSIAA, failing which the HDSB shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the WSIB any amount due pursuant to the WSIA or the WSIAA unpaid by the Bidder or its subcontractors and to deduct such amount from any amount due and owing from time to time to the Bidder pursuant to the Contract together with all costs incurred by the HDSB in connection therewith.

45. Right to Withdraw

Submissions may be withdrawn prior to the Closing Time. Following Closing, no Submission may be withdrawn. Any Bidder who attempts to do so may have a negative Performance Evaluation placed on record with the HDSB in accordance with the Vendor Performance Management Administrative Procedure

www.hdsb.ca/our-board/Policy/VendorPerformanceManagement.pdf

46. Smoking on HDSB Property

Smoking of any substance and in any manner is prohibited in all HDSB buildings and on all HDSB property. This includes, without limitation, tobacco, cannabis in any form and vaping.

47. Vehicle Operation on HDSB Property

The successful Bidder shall use due care and caution when motorized vehicles are in operation on school property while students are expected to enter or exit the school building and/or are visible outside the school building on school property or adjacent property, particularly during recess, lunch period and preceding and following the end of the school day. Vehicles operated in parking lot and driveway areas shall not be driven at a speed in excess of 8-kilometers/per hour.

Further, on school property drivers must turn off vehicles and remove the keys during any stop. At no time are vehicles to be left running while unattended. It is recommended that the vehicle be locked when left unsupervised. The HDSB will not be responsible for any theft of, or any theft from, vehicles operated by the successful Bidder.

Asphalt play areas around the exterior of the school building are not constructed to handle heavy vehicles. Bidders will be held responsible for any damage to HDSB property including but not limited to asphalt or natural surfaces as a result of using them for access of heavy vehicles. Making good of natural surfaces 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. Vehicles are only permitted to access, stand or be parked in areas designated by administrative staff of HDSB, which for the purposes of this provision does not include principals of schools.

48. Bidder Conduct

When on HDSB property, the Bidder and its employees must:

- have proper identification (name badge, uniform with logo, photo I.D. etc.).
- be dressed appropriately (the following are not appropriate: clothing that fails to contain the anatomy when the person is carrying out normal duties; clothing with printed slogans, advertising or designs that are obscene or could have a double meaning).
- use appropriate language.
- refrain from wearing scented products or fragrances such as perfume, cologne, after shave, shampoos (as required).
- work with dignity, courtesy and respect for self and others.
- not make noise or move in corridors during morning announcements, and playing of the national anthem.
- observe procedures during fire evacuation and lockdowns, whether they are actual or test (drills).
- park in spots designated by the Principal.

The Bidder must observe all HDSB policies and procedures including but not limited to: Smoke-Free Environment; Sexual, Racial and Ethno Cultural Harassment, etc.

The Bidder will ensure that the education program is not interrupted and that the health and safety of the students and staff is not compromised.

No person who is impaired by alcohol or drugs will enter and/or remain on HDSB property.

The Bidder agrees that its employees and subcontractors will observe and comply with all standards, procedures, policies, rules and regulations of the HDSB, including but not limited to privacy, use of facilities, equipment, building security and computer technology.



FORM OF TENDER

Project: Concrete Masonry Exterior Upgrades - Pilgrim Wood PS
Project Reference #: RFT 24-044

From (Bidder): _____
Company Name

Street Address

City, Province and postal code

Phone Number Email Address

To (Owner): Halton District School Board
2050 Guelph Line
Burlington, Ontario L7P 5A8

We, the undersigned, having examined the Tender Documents for the above-named Project, including Addenda, hereby offer to perform the Work in accordance with the Tender Documents, for the Stipulated Price of:

A - Base Bid Amount (Exclusive of HST)	\$
B - Cash Allowance - Inspection, Testing, and Unforeseen	\$ 15,000.00
C - Contingency Allowance	\$ 20,000.00
Total Base Bid Amount (A + B + C) (Excluding HST)	\$

Proposed Subcontractor

Roofing _____



APPENDIX A - DECLARATION SIGNATURE SHEET

1. I/WE DECLARE that this Submission is made without collusion, knowledge, and comparison of figures or arrangement with any other company, firm or person submitting a Submission for the same work.

2. I/WE DECLARE that to our knowledge no member of Halton District School Board is, will be or has become financially interested, directly or indirectly, in any aspect of the Contract other than in the appropriate discharge of his/her obligations as an employee/officer of Halton District School Board.

3. I/WE HAVE READ, Understood and agree to abide by the Agreement to Abide by the Established Process.

4. I/WE HAVE CAREFULLY examined the RFT documents, and have a clear and comprehensive knowledge of what is being requested hereunder. By submitting the Submission, the Bidder agrees and consents to the administrative procedures of the Board, as well as the procedures, terms, conditions and provisions of the RFT, including the Form of Tender.

5. I/WE have carefully examined all of the Proposal Documents, and that we have thoroughly reviewed all proposal documentation and addenda number ____to____, and hereby accept and agree to same as forming part and parcel of the proposed Contract.

6. I/WE ARE AUTHORIZED BY and have the authority to bind the Bidder.

DATE: _____

NAME: _____
Please Print

SIGNATURE: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

E-MAIL to Send PO: _____

APPENDIX B

HDSB LIST OF APPROVED SUBCONTRACTORS

ROOFING

Vendor Name	Contact Name	Email Address	Telephone Number
Atlantic Roofers Ontario Ltd.	Tony Pocobene	tpocobene@on.aibn.com	905-573-6202
Atlas-Apex Roofing	John McDowell	inquiries@atlas-apex.com	416 421 6244
Bothwell Accurate	Lenny Baptista	LBaptista@bothwell-accurate.com	905-673-0615
Crawford Roofing Corporation	Nelson Rites	nelson.rites@crawfordroofing.ca	416.787.0649
Dean-Chandler Roofin Limited	Ken Goodale	kengoodale@deanchandler.ca	416.751.7840
ED Roofing Limited	Kyle MacLean	k.maclean@edroofing.com	905-2733190
Eileen Roofing Inc.	Dianne Cabral	dianne@eileenroofing.com	416-762-1819
Flynn Canada Ltd.	Joseph Raposo	Joseph.Raposo@flynncompanies.com	905-643-9515
GRRC Roofing	George Roque	george@grc.ca	905-393-7989
King Koating Roofing Inc.	Kevin Lawrie	sales@kingkoating.com	905-669-1771
Maxim Roofing	Josh Macedo	estimating@maximroofing.ca jmacedo@maximroofing.ca	416-452-5218
Nedlaw Roofing	Adam Duke	adam@nedlawroofing.com	519-648-2218
Nortex Roofing Ltd.	Sandra Furtado	sandra@notexroofing.com	416-236-6090
Semple Gooder Roofin Corporation	Mark Baxter	rcapretta@semplegooder.com	416-743-5370
Solar Roofing & Sheet Metal Ltd.	Sonia Gaio-Francisco	sonia@solarroofing.ca solarroofing@bellnet.ca	(416) 658 6045
T.Hamilton & Sons Roofing Inc.	Irina Valodzina	ivalodzina@thrtoronto.com	416-755-5522
Top-Line Roofing & Sheet Metal	Jason Bras	jason.bras@top-lineroofing.com a.kumar@top-lineroofing.com	905.602.0760
Trio Roofing Systems Inc.	Paulo Vieira	paulo@trioroofing.ca	905.456.1688
Triumph Roofing	Marco Peneda	info@triumphinc.ca	416 534 8877

SCOPE OF WORK

Provide all necessary labour, material and equipment required to remove and dispose existing exterior wall components and provide new Concrete Masonry exterior upgrades as specified herein.

Contractor shall refer to Hossack & Architects Specifications and drawings including all mechanical, electrical and structural for Pilgrim Wood Public School - Addition 1 - Exterior Wall Renovations to be inclusive as part of this tender..

Contractor shall refer to Arcadis Canada Inc, Designated Substance & hazardous Materials (DSHM) report and Abatement Specifications to be inclusive as part of this tender.

Contractor shall carry HDSB, pre-qualified roofing contractor for all related roofing and sheet metal work.

Contractor shall complete work from July 1, 2024 to August 31, 2024.

ARCHITECTURAL DRAWINGS

- A01 PROPOSED PARTIAL ROOF PLAN & DETAILS
- A02 DEMOLITION AND PROPOSED ELEVATIONS
- A03 PROPOSED WALL SECTION AND DETAILS
- A04 SPECIFICATION
- A05 EXISTING PHOTOS (REFERENCE ONLY OF 2013 BUILD)

**HOSSACK
& ASSOCIATES
ARCHITECTS**



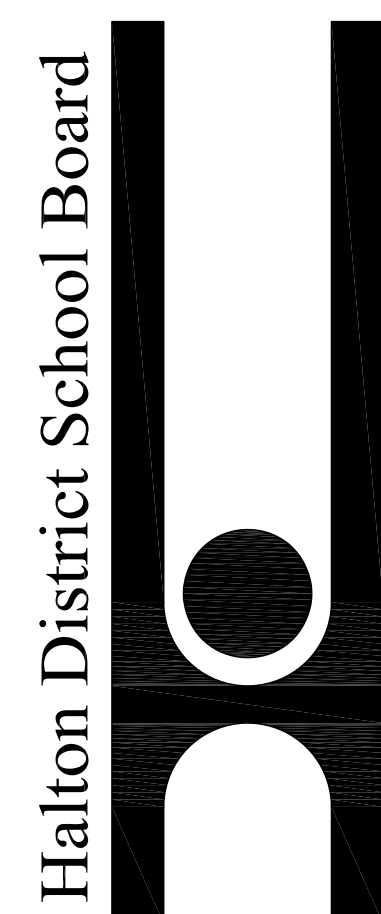
4-2150 DUNWYN DRIVE
MISSISSAUGA, ONTARIO L5L 5M8
Tel (905) 607-8284 Fax (905) 607-8290

KEY LOCATION PLAN



PROJECT NUMBER

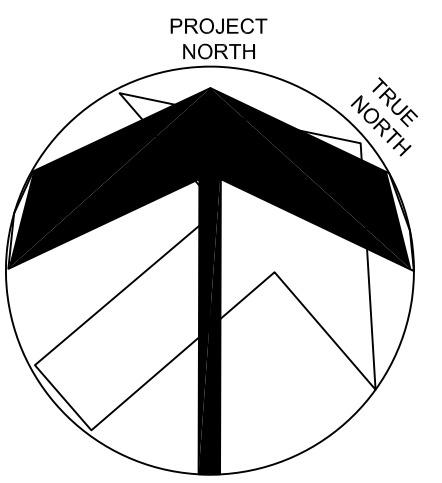
23127



RENOVATION TO
PILGRIM WOOD PUBLIC SCHOOL

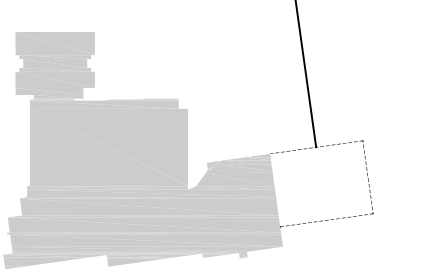
1551 PILGRIMS WAY, OAKVILLE ON. L6M 2W7

FEBRUARY 2024



KEY SITE PLAN (NTS.)

AREA OF WORK



NO	REVISIONS	DATE
1	ISSUED FOR TENDER	FEB-9-24

DRAWINGS ARE NOT TO BE SCALED. CONTRACTOR MUST CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE PROJECT, AND MUST REPORT ANY DISCREPANCIES TO THE CONSULTANTS BEFORE PROCEEDING WITH THE WORK. THE USE OF THIS DRAWING OR PART THEREOF IS FORBIDDEN WITHOUT THE WRITTEN APPROVAL OF THE CONSULTANTS.

RENOVATION TO PILGRIM WOOD PUBLIC SCHOOL

1551 PILGRIMS WAY
OAKVILLE, ON
L6M 2W7

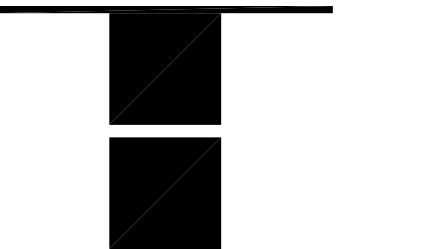
LEGAL DESCRIPTION

PCL BLK 47-2, SEC 20M436; FIRSTLY: BLK 47, PL 20M436, SECONDLY: BLK 86, PL 20M469; ST H428796; OAKVILLE

HALTON DISTRICT SCHOOL BOARD
J.W. SINGLETON EDUCATION CENTRE
2050 GUELPH LINE
BURLINGTON, ON, L7R 3Z2
TEL: (905) 335-9663
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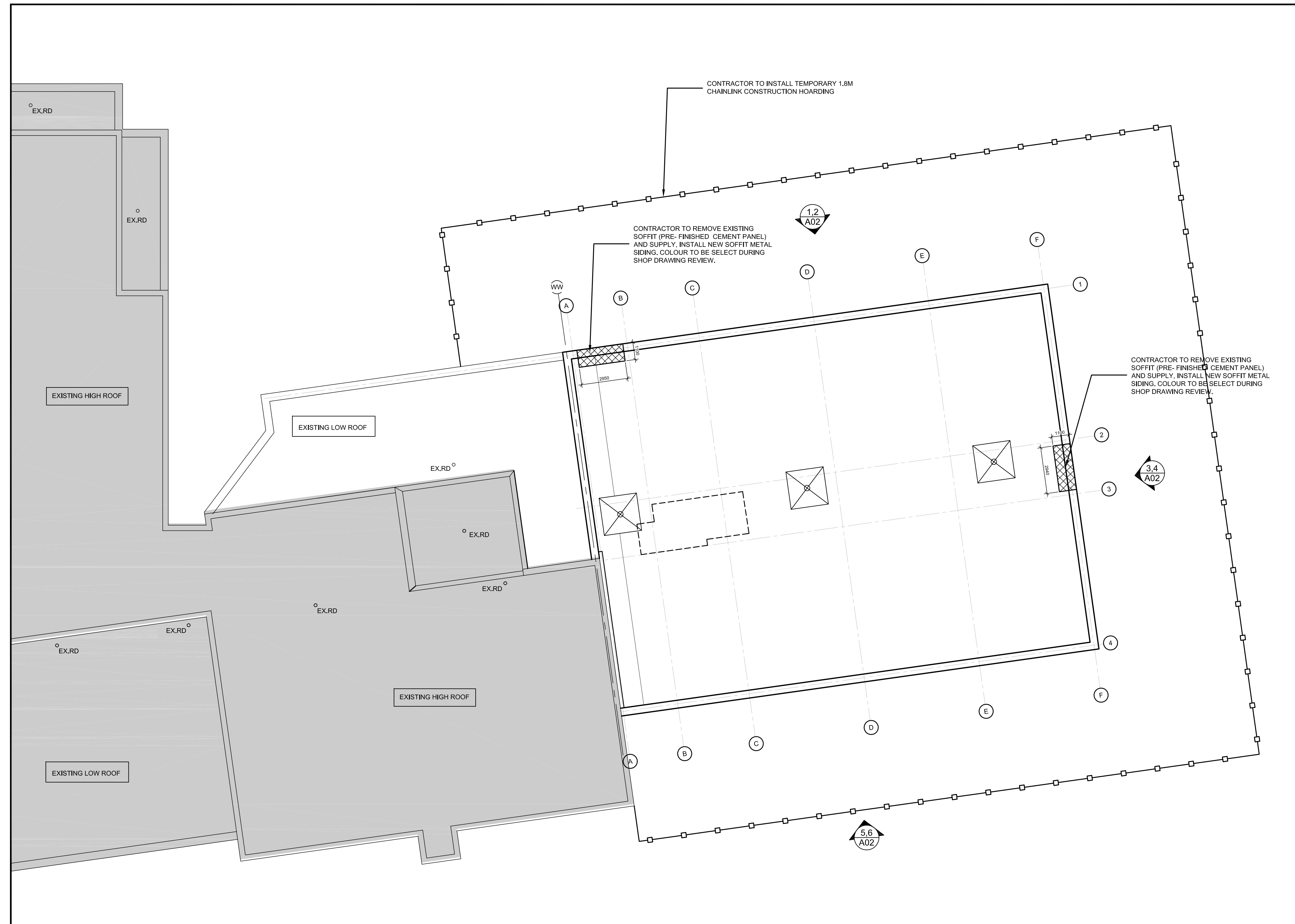
PROPOSED PARTIAL ROOF PLAN & DETAILS

HOSSACK & ASSOCIATES ARCHITECTS



4-2150 DUNWIN DRIVE
MISSISSAUGA, ONTARIO L5L 5M8
Tel: (905) 607-8284 Fax: (905) 607-8220

SCALE AS SHOWN	PROJECT
DATE FEB 2024	23127
DRAWN GY	DRAWING
CHECKED ST/CT	A01
PRINT DATE	OCTOBER 2023
CAD FILE	T32013/23127/working.dwg



1 PROPOSED PARTIAL ROOF PLAN
A01 SCALE 1:150

DEMOLITION PLAN NOTES

BUILDING FACADE INCLUDING WINDOWS AND SITE AROUND SCOPE OF WORK TO BE THOROUGHLY CLEANED TO OWNER SATISFACTION. ALL OF CONSTRUCTION DUST, DEBRIS AND MATERIALS TO BE REMOVED FROM SITE.

G.C. IS TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.

ALL REMOVALS/DEMOLITIONS TO BE COORDINATED WITH STRUCTURAL DRAWINGS ELECTRICAL SCOPE OF WORK PRIOR TO DEMOLITION. DOCUMENTS AND DETAILS SEE STRUCTURAL DWGS.

REFER TO DRAWING A01 FOR ALL HOARDING TYPES AND LOCATIONS. SEE SPEC. TYP.

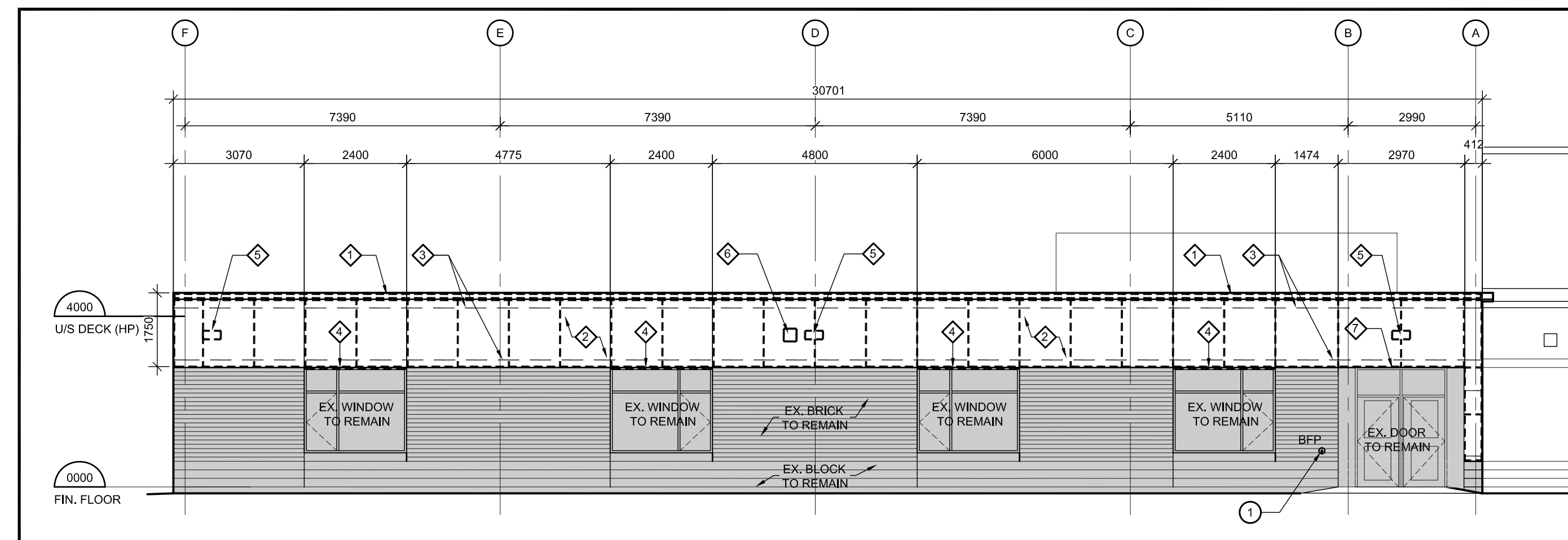
- 1 CONTRACTOR TO REMOVE EXISTING PRE-FINISHED METAL FLASHING AND ASSOCIATED ITEMS FOR PROPOSED BRICK INSTALLATION. WOOD SUBSTRATE AND SHEATHING TO REMAIN CAREFULLY NOT TO DAMAGE ROOF MEMBRANES.
- 2 CONTRACTOR TO REMOVE PRE FINISHED CEMENT PANELS, INCLUDING SPINES, FASTERS, VERTICAL BARS AT +/- 600mm O.C. RIGID INSULATION AND VAPOR BARRIER AT ALL BRICK AND SOFFIT REMOVALS.
- 3 CONTRACTOR TO REMOVE EXISTING 140mm DEEP 18 GAUGE HORIZONTAL Z GRITS AS SHOWN ON EXISTING ELEVATIONS. PATCH AND MAKE GOOD EXISTING BLOCK WALL FOR PROPOSED RENOVATION.
- 4 CONTRACTOR TO REMOVE EXISTING ALUMINUM PERFORATED VENT AND DRIP FLASHING. PATCH AND MAKE GOOD ANY DAMAGED TWf (COURING DEMOLITION WORKS)
- 5 CONTRACTOR TO REMOVE EXISTING LIGHTING FIXTURE AND REINSTALL AT SAME LOCATION AFTER PROPOSED BRICK INSTALLATION.
- 6 CONTRACTOR TO REMOVE EXISTING SPEAKER AND REINSTALL AT SAME LOCATION AFTER PROPOSED BRICK INSTALLATION.
- 7 CONTRACTOR TO REMOVE EXISTING SOFFIT (PRE-FINISHED CEMENT PANEL) AND PREPARE FOR NEW SOFFIT INSTALLATION. REFER TO ROOF PLAN ON A01

CONSTRUCTION NOTES

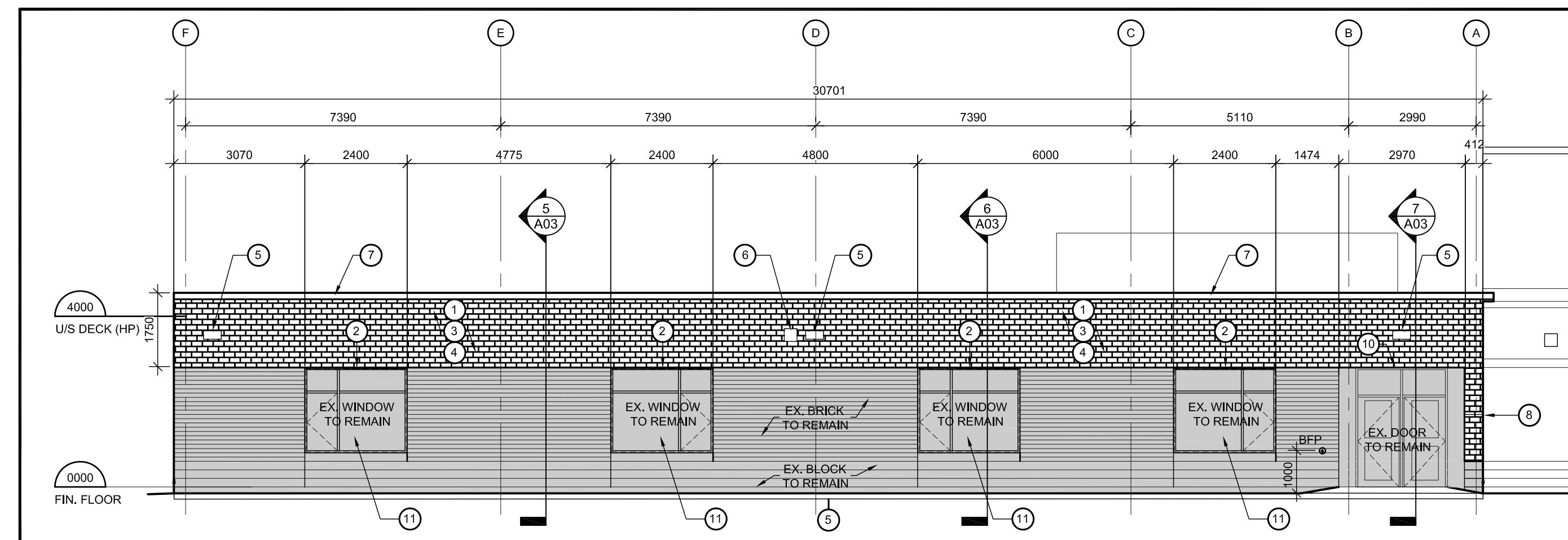
G.C. IS TO FIELD VERIFY ALL EXISTING SITE CONDITIONS PRIOR TO CONSTRUCTION.

AREA OF WORK TO BE THOROUGHLY CLEANED TO OWNER SATISFACTION. ALL OF CONSTRUCTION DUST, DEBRIS AND MATERIALS

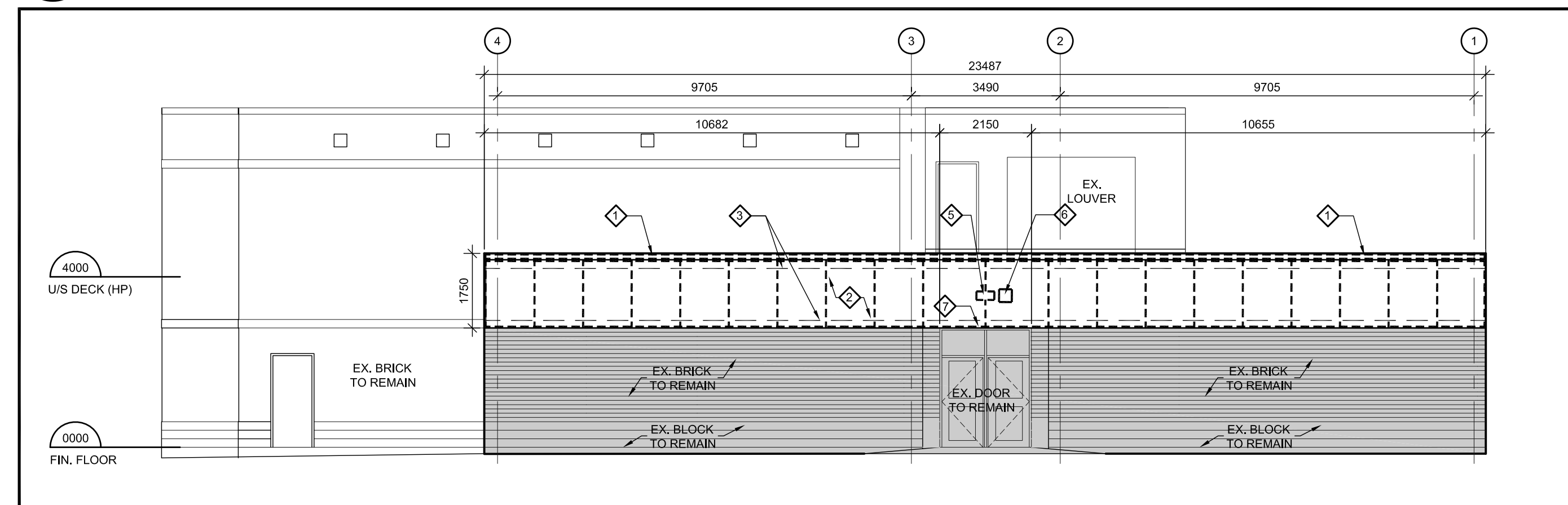
- 1 CONTRACTOR TO SUPPLY AND INSTALL AIRVAPOR BARRIER AND RIGID INSULATION AT EXISTING BLOCK WALL. ENSURE OVER LAP AND EXTEND AIRVAPOR BARRIER (MIN 6" OVERLAP).
- 2 CONTRACTOR TO INSTALL PREFINISHED METAL FLASHING AT HEAD OF WINDOW (ON LINTEL PLATE) INSTALL TWf ON TOP AND BOTTOM OF METAL FLASHING. REFER TO DETAIL.
- 3 CONTRACTOR TO SECURE BRICK TIES THRU 65mm RIGID INSULATION INTO EXISTING CONCRETE BLOCK. BUTTER AIR BLOC 21 AT ALL BRICK TIE PENETRATIONS TO ENSURE A COMPLETE SEAL.
- 4 CONTRACTOR TO SUPPLY AND INSTALL METRIC JUMBO CLAY BRICK. ACCEPTABLE PRODUCTS - "SUNDANCE MATT", AS MANUFACTURED BY: CANADA BRICK- JUMBO SIZE. CONTRACTOR TO INSTALL WEEPERS ABOVE EXISTING OPENINGS AT 600mm O/C (MN 3PER WINDOW)
- 5 CONTRACTOR TO REINSTALL EXISTING LIGHT FIXTURE AT SAME LOCATION AFTER PROPOSED BRICK INSTALLATION.
- 6 CONTRACTOR TO REINSTALL EXISTING SPEAKER AT SAME LOCATION AFTER PROPOSED BRICK INSTALLATION.
- 7 CONTRACTOR TO REINSTALL EXISTING ROOF FLASHING TO MATCH NEW WALL CONSTRUCTION.
- 8 CONTRACTOR TO SUPPLY AND INSTALL VERTICAL EXPANSION JOINTS BETWEEN EXISTING AND NEW BRICK VENEER AS SHOWN ON ELEVATIONS.
- 9 CONTRACTOR TO POWER WASH ENTIRE FACADE (NEW/EXISTING) AND CLEAN GLAZING UPON COMPLETION OF CONSTRUCTION
- 10 CONTRACTOR TO SUPPLY AND INSTALL NEW VAPOR BARRIER, RIGID INSULATION AND METAL SIDING SOFFIT.REFER TO ROOF PLAN ON A01 FOR AREA. COLOUR TO BE SELECT DURING SHOP DRAWING REVIEW.
- 11 CONTRACTOR TO SUPPLY AND INSTALL TEMPORARY EXTERIOR SHEATHING/ PLYWOOD TO PROTECT EXISTING ALUMINUM WINDOWS. CONTRACTOR RESPONSIBLE FOR ALL DAMAGES / COST TO REPLACE.



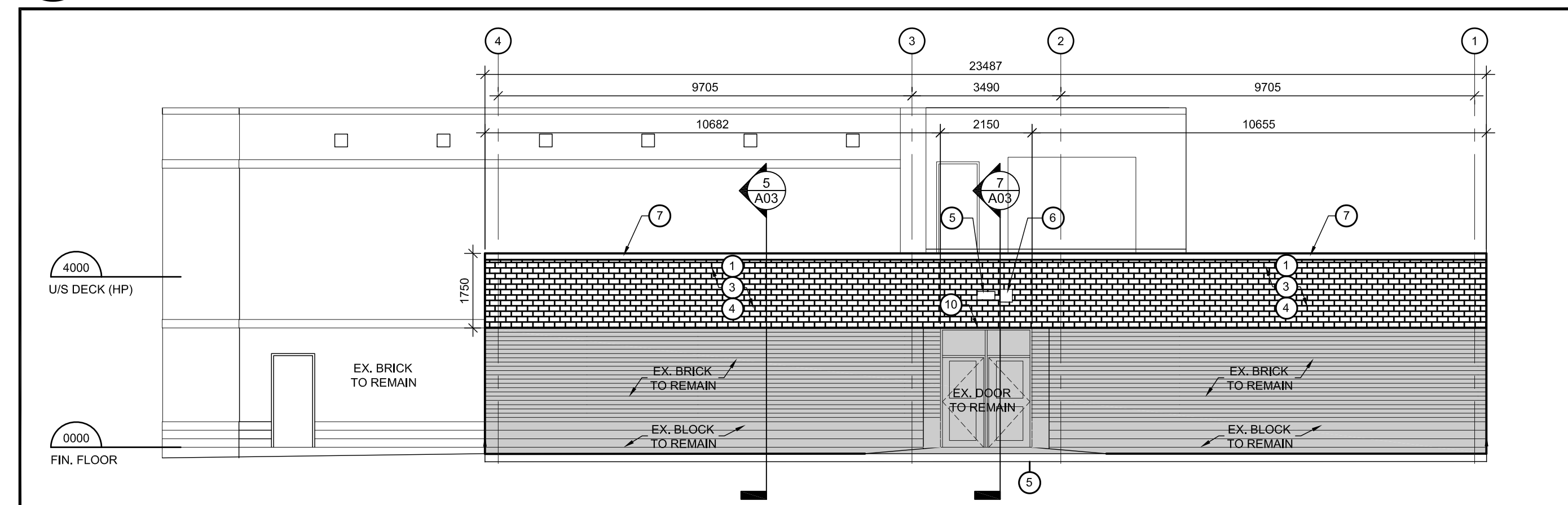
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A02 SCALE 1:100



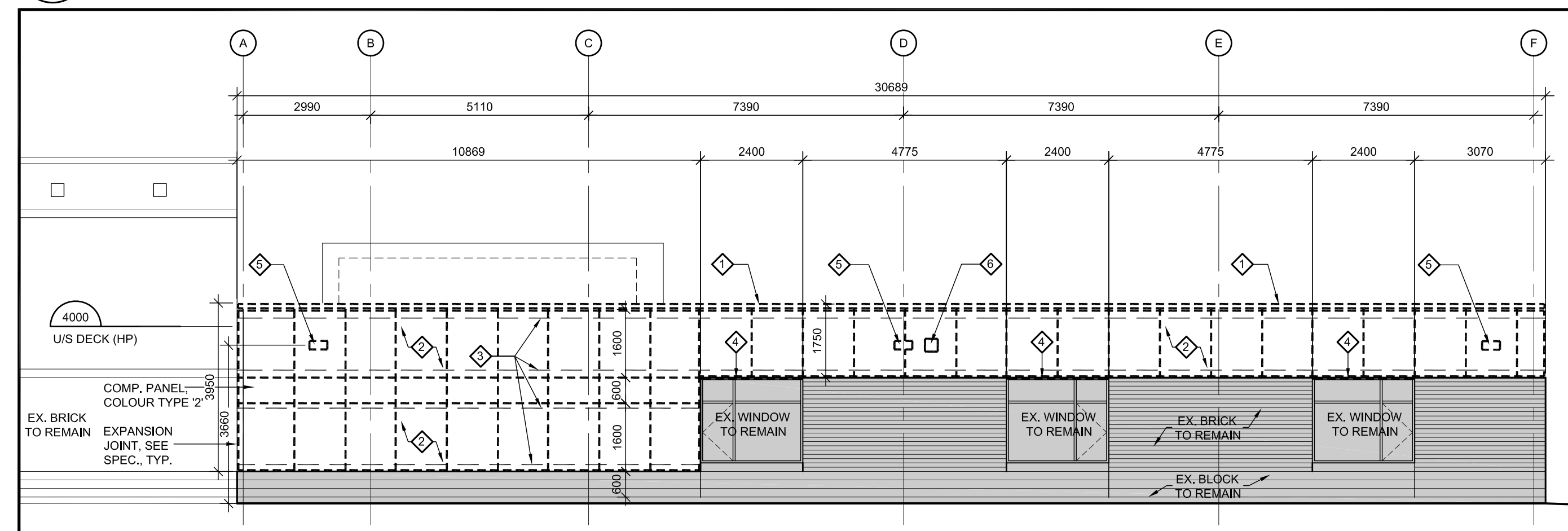
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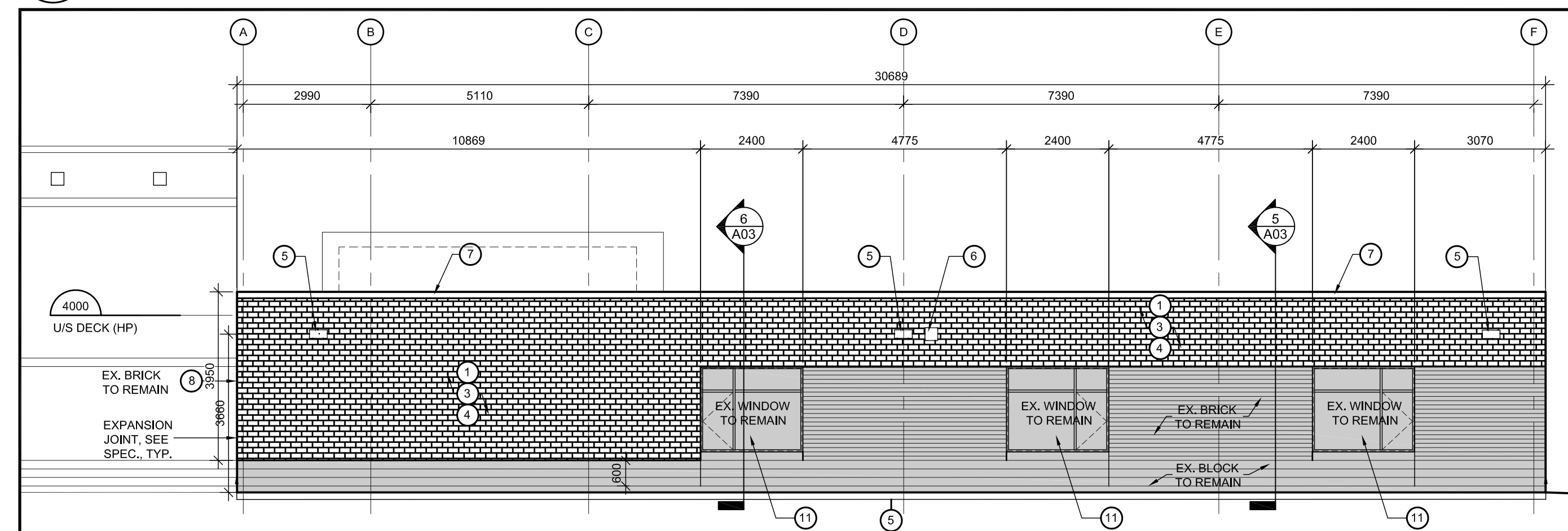
3 DEMOLITION PARTIAL EAST ELEVATION
A02 SCALE 1:100



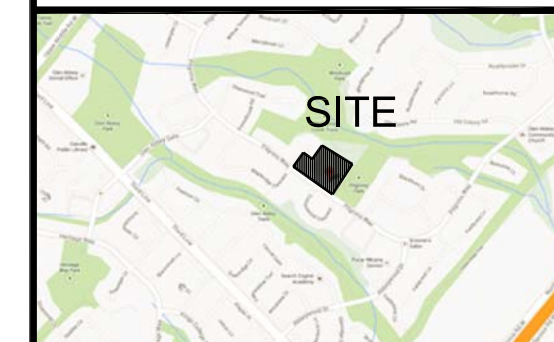
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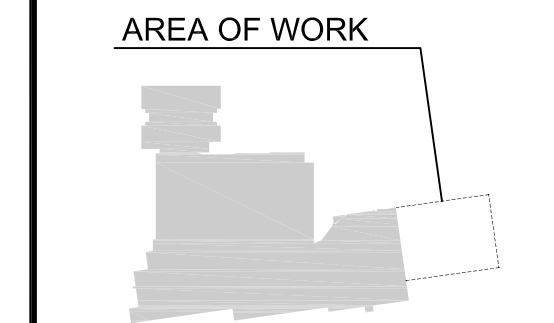
5 DEMOLITION PARTIAL SOUTH ELEVATION
A02 SCALE 1:100



6 PROPOSED PARTIAL SOUTH ELEVATION
A02 SCALE 1:100



KEY SITE PLAN (NTS.)



AREA OF WORK

NO	REVISIONS	DATE
1	ISSUED FOR TENDER	FEB-9-24
NO	ISSUED	DATE

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RENOVATION TO PILGRIM WOOD PUBLIC SCHOOL

1551 PILGRIMS WAY
OAKVILLE, ON
L6M 2W7

LEGAL DESCRIPTION
PCL BLK 47-2, SEC 20M436; FIRSTLY: BLK 47, PL 20M436; SECONDLY: BLK 86, PL 20M469; ST H428706; OAKVILLE

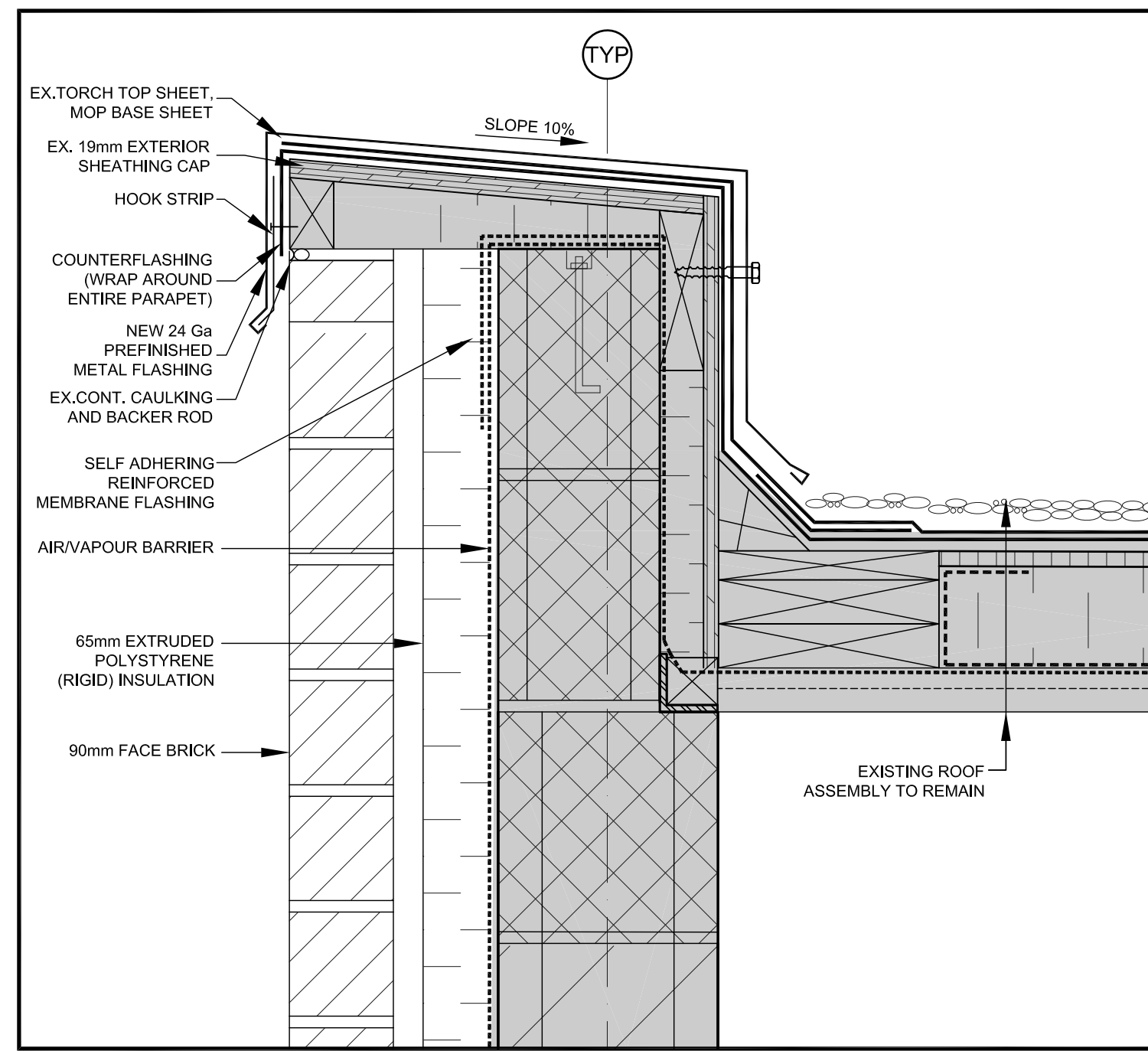
HALTON DISTRICT SCHOOL BOARD
J.W. SINGLETON EDUCATION CENTRE
2050 GUELPH LINE
BURLINGTON, ON, L7R 3Z2
TEL: (905) 335-3663
FAX: (905) 335-9802

DEMOLITION AND PROPOSED ELEVATIONS

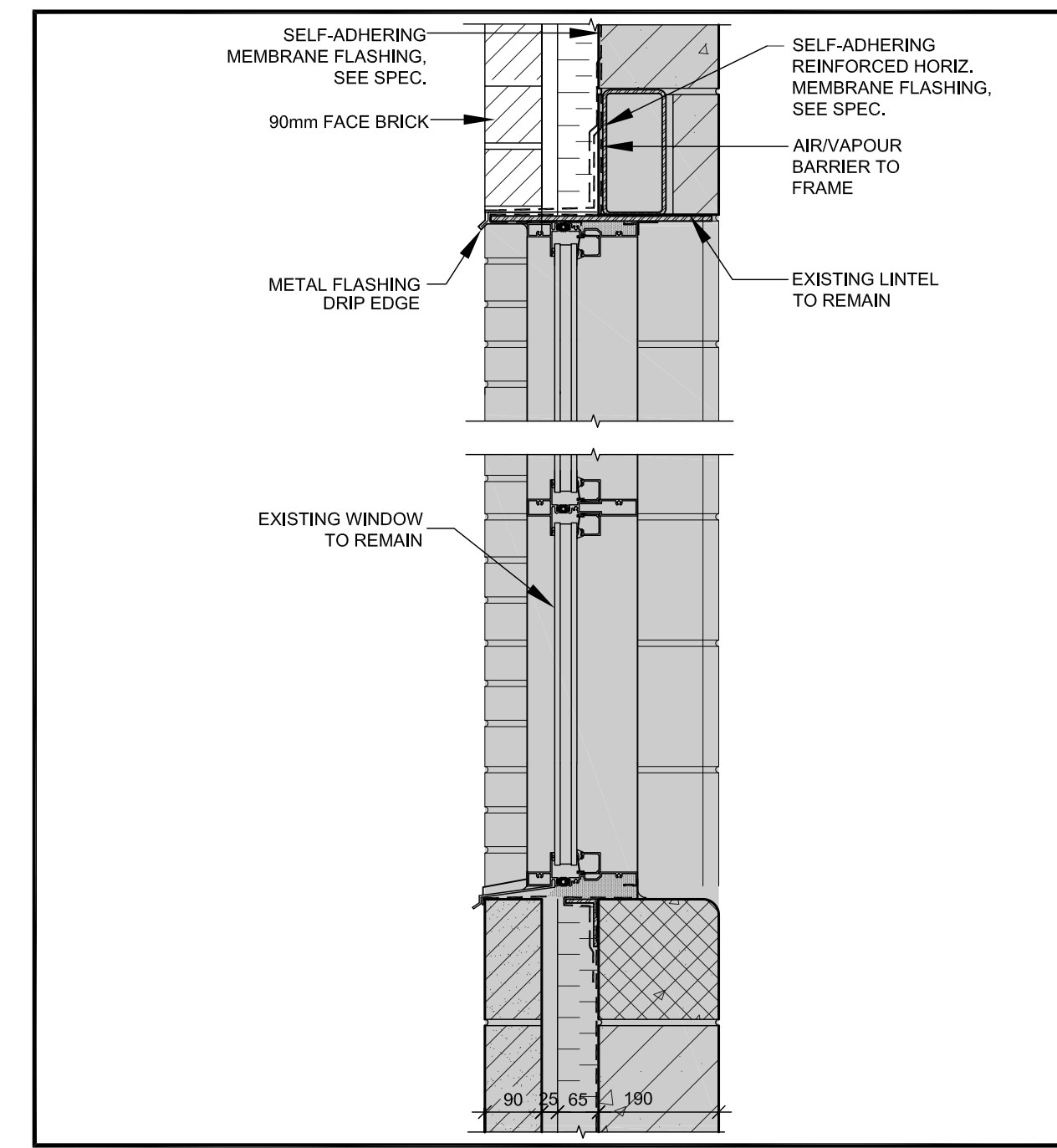
HOSSACK & ASSOCIATES ARCHITECTS

4-2150 DUNWIN DRIVE
MISSISSAUGA, ONTARIO L5L 2M8
Tel: (905) 607-8284 Fax: (905) 607-8290

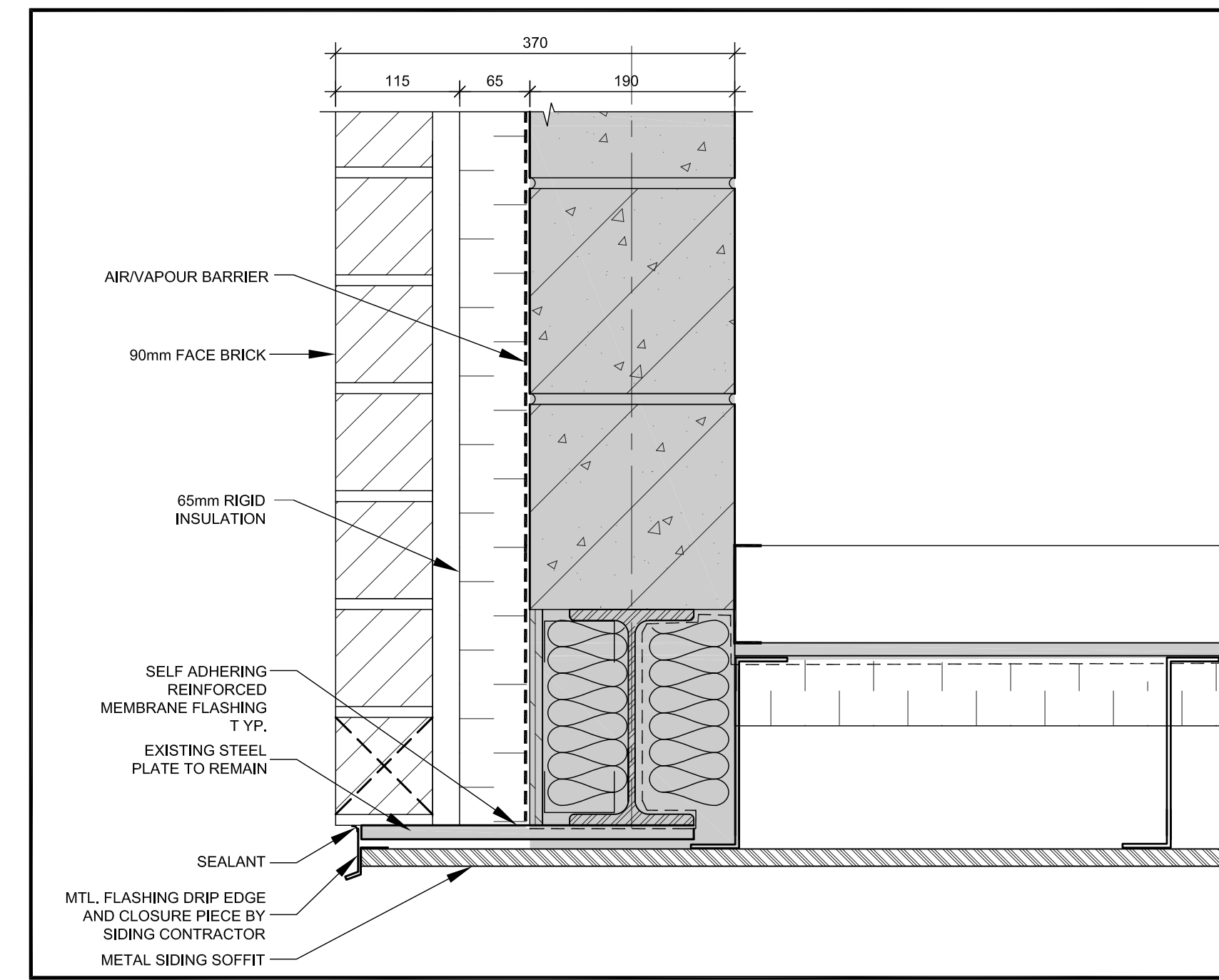
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DATE FEB 2024	23127
DRAWN GY	DRAWING
CHECKED ST/CT	A02
PRINT DATE	OCTOBER 2023
CAD FILE	T32013\23127\working drawings



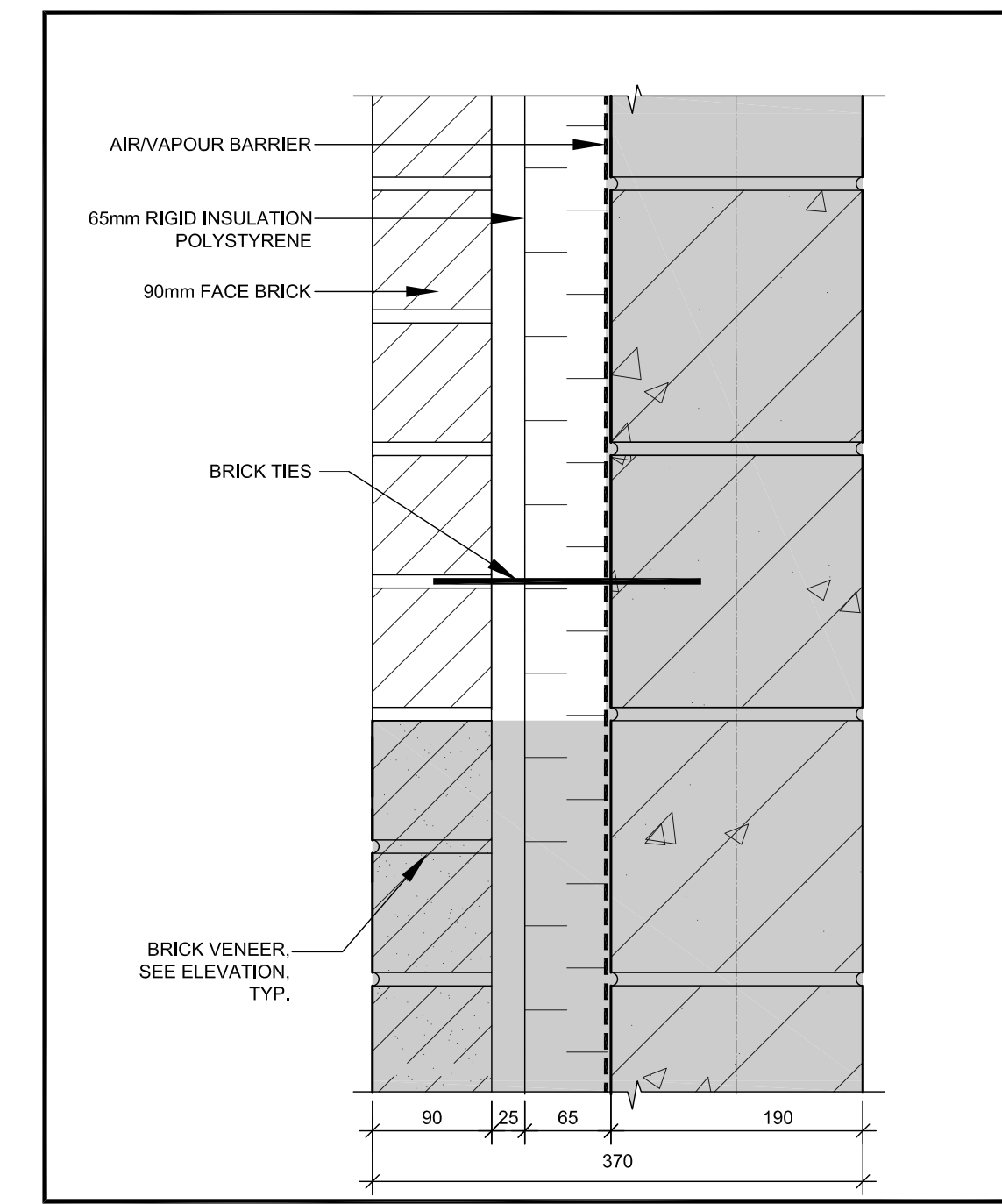
1 TYPICAL PARAPET DETAIL
A03 SCALE 1:10



2 ENLARGED DETAIL
A03 SCALE 1:10



3 ENLARGED DETAIL
A03 SCALE 1:5



4 ENLARGED DETAIL
A03 SCALE 1:5

EXISTING
PROPOSED

NO	REVISIONS	DATE
1	ISSUED FOR TENDER	FEB-9-24
NO	ISSUED	DATE

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**RENOVATION TO
PILGRIM WOOD
PUBLIC SCHOOL**

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OAKVILLE, ON
L6M 2W7

LEGAL DESCRIPTION
PCL BLK 47-2, SEC 20M436; FIRSTLY: BLK 47, PL 20M436; SECONDLY: BLK 86, PL 20M469; ST H428706; OAKVILLE

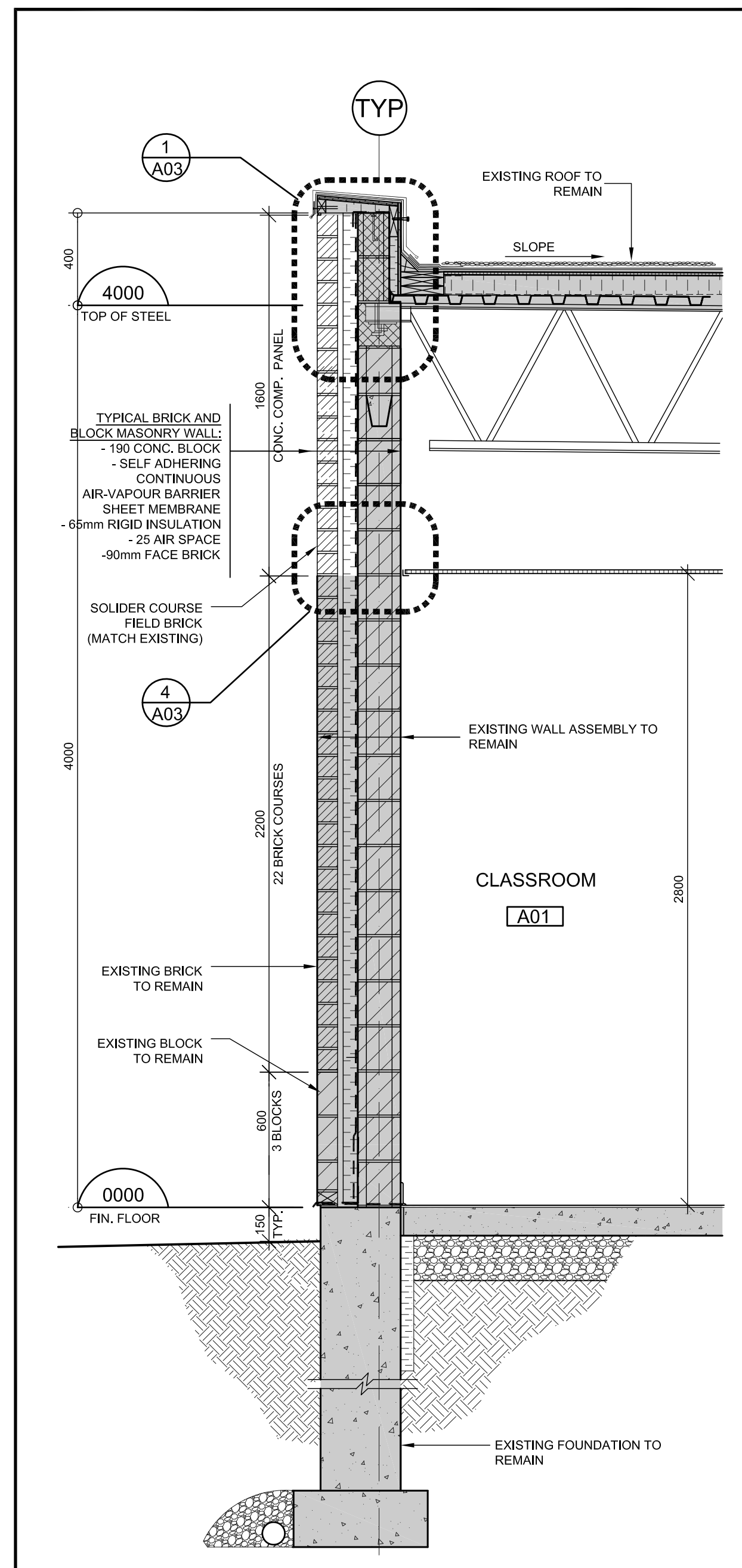
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2050 GUELPH LINE
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TEL: (905) 335-3663
FAX: (905) 335-9802

**PROPOSED WALL
SECTION AND
DETAILS**

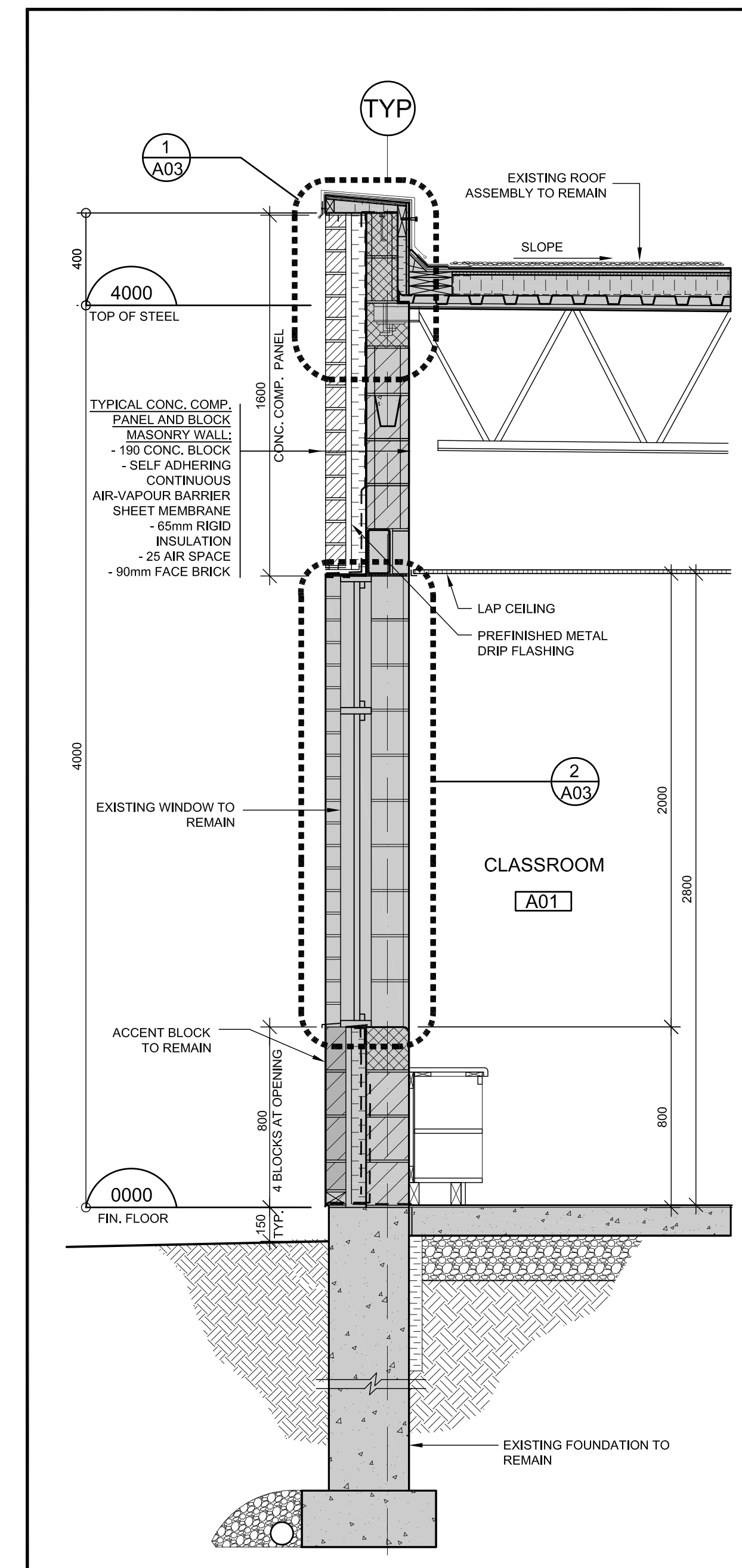
**HOSSACK
& ASSOCIATES
ARCHITECTS**

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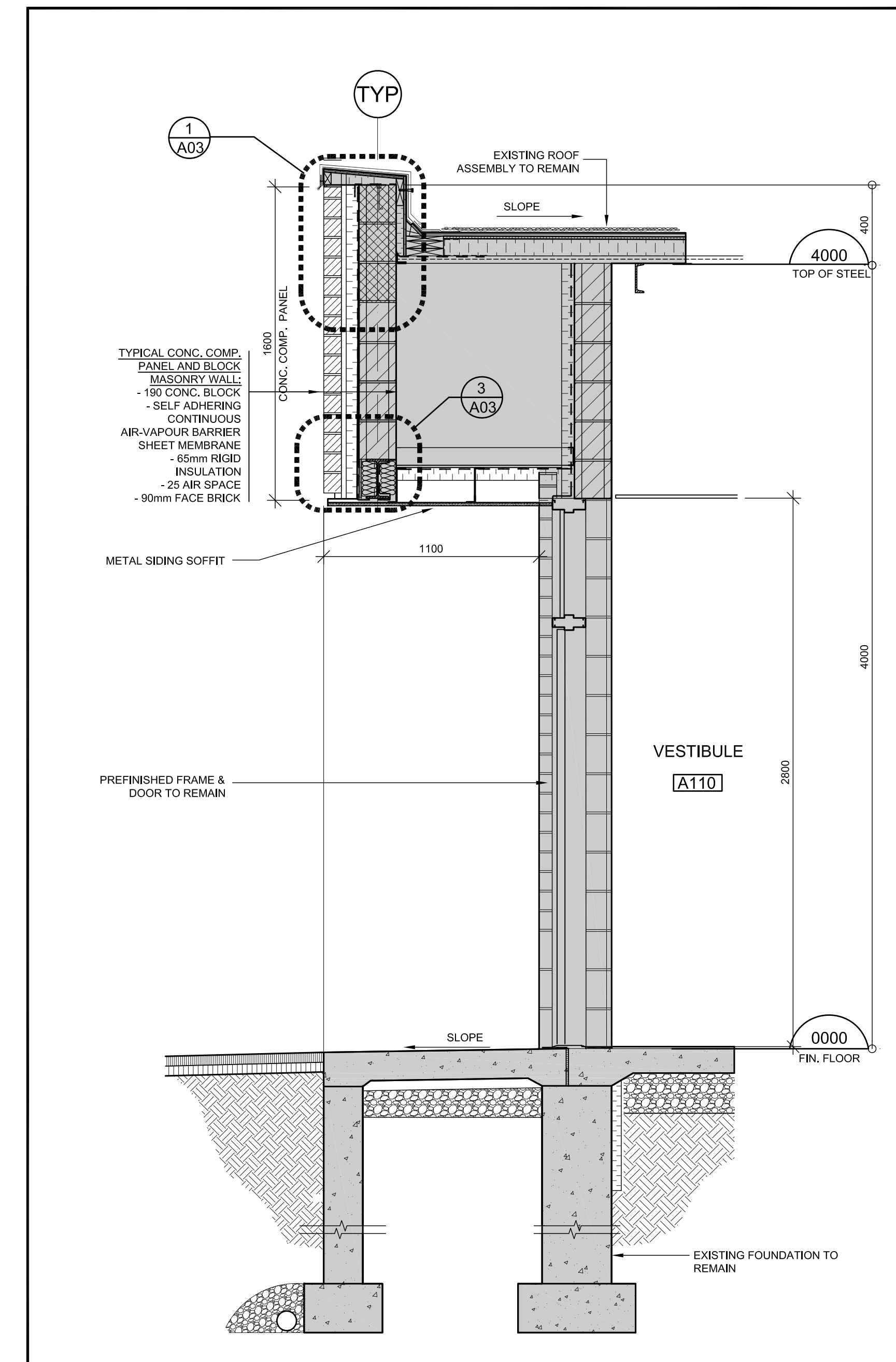
SCALE AS SHOWN	PROJECT 23127
DATE FEB 2024	DRAWING A03
DRAWN GY	CHECKED ST/CT
PRINT DATE OCTOBER 2023	CAD FILE T32013/231271 working drawings



5 TYPICAL WALL SECTION
A03 SCALE 1:20



6 TYP. WINDOW WALL SECTION
A03 SCALE 1:20



7 TYP. ENTRANCE WALL SECTION
A03 SCALE 1:20



BUILDING ELEVATION - DURING CONSTRUCTION FROM 2013



BUILDING ELEVATION - DURING CONSTRUCTION FROM 2013



BUILDING ELEVATION - DURING CONSTRUCTION FROM 2013

NO	REVISIONS	DATE
1	ISSUED FOR TENDER	FEB-9-24
NO	ISSUED	DATE

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**RENOVATION TO
PILGRIM WOOD
PUBLIC SCHOOL**

1551 PILGRIMS WAY
OAKVILLE, ON
L6M 2W7

LEGAL DESCRIPTION

PCL BLK 47-2, SEC 20M436; FIRSTLY: BLK 47, PL 20M436, SECONDLY: BLK 86, PL 20M469; ST H428786; OAKVILLE

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EXISTING PHOTOS
(REFERENCE ONLY/
OF 2013 BUILD)

**HOSSACK
& ASSOCIATES
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DATE FEB 2024	
DRAWN GY	DRAWING A05
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PRINT DATE OCTOBER 2023	
CAD FILE T32013\23127\working drawings	



ROOF PARAPET - DURING CONSTRUCTION FROM 2013



SOFFIT - DURING CONSTRUCTION FROM 2013



BUILDING ELEVATION - DURING CONSTRUCTION FROM 2013

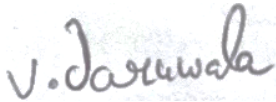
Halton District School Board

PRE-RENOVATION DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY

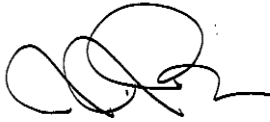
PILGRIM WOOD PUBLIC SCHOOL
1551 PILGRIMSWAY, OAKVILLE, ONTARIO

Feb 2, 2024

30210474



Viraj Daruwala, P. Eng.
Occupational Hygiene Specialist



Jean Daigle
Senior Technical Specialist – Project Manager

Pre-Renovation Designated Substances and Hazardous Materials Survey

Pilgrim Wood Public School
1551 Pilgrims Way, Oakville, Ontario

Prepared for:

Halton District School Board
J.W. Singleton Education Center
2050 Guelph Line
Burlington, ON L7P 5A8
Attention: Mr. Terry DeMedeiros
Manager Facilities Maintenance & Renewal

Prepared by:

Arcadis Canada Inc.
121 Granton Drive, Suite 12
Richmond Hill, Ontario L4B 3N4
Tel 905 764 9380

Our Ref.:

30210474

Date:

Feb 2, 2024

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1 INTRODUCTION

Arcadis Canada Inc. (Arcadis) was retained by the Halton District School Board (HDSB) to conduct a pre-renovation designated substances and hazardous materials survey in designated study areas of Pilgrim Wood Public School located at 1551 Pilgrims Way, Oakville, Ontario.

The information in this report is to be provided to all bidders on a project in accordance with the requirements of the *Occupational Health and Safety Act*.

The building is a two-storey masonry structure, originally built in 1990 with an addition constructed in 2013.

It is our understanding that renovations are to take place in designated areas of the building. The designated study areas were limited to areas affected by the proposed renovation project and are based on information provided by the HDSB. The survey included primarily inspecting materials in the designated study areas that are anticipated to be affected by the renovation project and for future reference, test block filler primer paint and mortar associated with concrete block walls and brick mortar for asbestos content in both construction eras outside the designated study areas. The designated study areas were limited to building materials on the exterior envelope of the building where the proposed renovation work is to take place.

The designated study areas and eras of construction are shown on the floor plans provided in Appendix A.

The survey was undertaken to report on the presence or suspected presence of readily observable designated substances and hazardous materials.

1.1 Scope of Work

The scope of work for our investigation included:

- review of existing information;
- investigation of readily-accessible areas in the designated study areas for the presence of designated substances and hazardous materials used in building construction materials;
- obtaining representative bulk samples of materials suspected of containing asbestos ;
- laboratory analyses of bulk samples for asbestos content; and
- preparation of a report outlining the findings of the investigation.

Mr. Viraj Daruwala of Arcadis visited the site on January 18, 2024 to conduct the designated substances and hazardous materials survey at Pilgrim Wood Public School.

2 REGULATORY DISCUSSION AND METHODOLOGY

Ontario Occupational Health and Safety Act (OHSA)

The Ontario *Occupational Health and Safety Act* (OHSA) sets out, in very general terms, the duties of employers and others to protect workers from health and safety hazards on the job. These duties include, but are not limited to:

- taking all reasonable precautions to protect the health and safety of workers [clause 25(2)(h)];
- ensuring that equipment, materials and protective equipment are maintained in good condition [clause 25(1)(b)];
- providing information, instruction and supervision to protect worker health and safety [clause 25(2)(a)]; and
- acquainting a worker or a person in authority over a worker with any hazard in the work and in the handling, storage, use, disposal and transport of any article, device, equipment or a biological, chemical or physical agent [clause 25(2)(d)].

In addition, Section 30 of the OHSA deals with the presence of designated substances on construction projects. Compliance with the OHSA and its regulations requires action to be taken where there is a designated substance hazard on a construction project.

Section 30 of the OHSA requires the owner of a project to determine if designated substances are present on a project and, if so, to inform all potential contractors as part of the bidding process. Contractors who receive this information are to pass it onto other contractors and subcontractors who are bidding for work on the project.

Regulation for Construction Projects, O.Reg. 213/91

The *Regulation for Construction Projects*, O.Reg. 213/91, applies to all construction projects. The following sections of the regulation would apply to situations where there is the potential for workers to be exposed to designated substances:

- | | | |
|------------|-----|---|
| Section 14 | (5) | A competent person shall perform tests and observations necessary for the detection of hazardous conditions on a project. |
| Section 21 | (1) | A worker shall wear such protective clothing and use such personal protective equipment or devices as are necessary to protect the worker against the hazards to which the worker may be exposed. |
| | (2) | A worker's employer shall require the worker to comply with subsection (1). |

PRE-RENOVATION DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY
PILGRIM WOOD PUBLIC SCHOOL

- (3) A worker required to wear personal protective clothing or use personal protective equipment or devices shall be adequately instructed and trained in the care and use of the clothing, equipment or device before wearing or using it.
- Section 30 Workers who handle or use substances likely to endanger their health shall be provided with washing facilities with clean water, soap and individual towels.
- Section 46 (1) A project shall be adequately ventilated by natural or mechanical means,
- (a) if a worker may be injured by inhaling a noxious...dust or fume;
- (2) If it is not practicable to provide natural or mechanical ventilation in the circumstances described in clause (1)(a), respiratory protective equipment suitable for the hazard shall be provided and be used by the workers.
- Section 59 If the dissemination of dust is a hazard to a worker, the dust shall be adequately controlled or each worker who may be exposed to the hazard shall be provided with adequate personal protective equipment.

Regulation for Designated Substances (O.Reg. 490/09)

The *Designated Substance Regulation* (O.Reg. 490/09) specifies occupational exposure limits (OELs) for designated substances and requires an assessment and a control program to ensure compliance with these OELs.

Although, O.Reg. 490/09 and the OELs do not apply to an employer on a construction project, or to their workers at the project, employers still have a responsibility to protect the health of their workers and to comply with the OHSA and other applicable regulations. Section 25(2)(h) of the OHSA requires that employers take "every precaution reasonable in the circumstances for the protection of a worker".

Other regulatory requirements (and guidelines) which apply to control of exposure to designated substances and hazardous materials are referenced in the sections below.

2.1 Asbestos

Asbestos has been widely used in buildings, both in friable applications (materials which can be crumbled, pulverized or powdered by hand pressure, when dry) such as pipe and tank insulation, sprayed-on fireproofing and acoustic texture material and in non-friable manufactured products such as floor tile, gaskets, cement board and so on. The use of asbestos in friable applications was curtailed around the mid-1970s and, as such, most buildings constructed prior to about 1975 contain some form of friable construction material with an asbestos content. The use of asbestos in certain non-friable materials continued beyond the mid-1970s.

Control of exposure to asbestos is governed in Ontario by Regulation 278/05 – *Designated Substance – Asbestos on Construction Projects and in Buildings and Repair Operations*. Disposal of asbestos waste

PRE-RENOVATION DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY PILGRIM WOOD PUBLIC SCHOOL

(friable and non-friable materials) is governed by Ontario Regulation 278/05 and by Ontario Regulation 347, *Waste Management – General*. O.Reg. 278/05 classifies asbestos work operations into three types (Type 1, 2 and 3), as shown in Table C-1 in Appendix C, and specifies procedures to be followed in conducting asbestos abatement work.

2.2 Lead

Lead is a heavy metal that can be found in construction materials such as paints, coatings, mortar, concrete, pipes, solder, packings, sheet metal, caulking, glazed ceramic products and cable splices. Lead has been used historically in exterior and interior paints.

The *Surface Coating Materials Regulations* (SOR/2016-193) made pursuant to the Canada Consumer Product Safety Act states that a surface coating material must not contain more than 90 mg/kg total lead. Health Canada defines a lead-containing surface coating as a paint or similar material that dries to a solid film that contains over 90 mg/kg dry weight of lead.

Information from the United States Occupational Health and Safety Administration (OSHA) suggests that the improper removal of lead paint containing 600 mg/kg lead results in airborne lead concentrations that exceed half of the permissible exposure limit. Lead concentrations as low as 90 mg/kg may present a risk to pregnant women and children⁽¹⁾.

The *National Plumbing Code* allowed lead as an acceptable material for pipes until 1975 and in solder until 1986.

Due to the constraints and difficulty of obtaining adequate volumes of paint from metal substrate materials, all paint on metal substrates is assumed to contain lead and paint applications were not sampled except in cases where paint on metal substrate materials was observed to be in poor condition. Paint applications and associated metal substrate materials must be either sent for recycling at an approved facility or disposed at a licensed hazardous waste disposal facility.

The Ministry of Labour *Guideline, Lead on Construction Projects*, dated April 2011, provides guidance in the measures and procedures that should be followed when handling lead containing materials during construction projects. In the guideline, lead-containing construction operations are classified into three groups - Type 1 (low risk), Type 2 (medium risk) and Type 3 (high risk) based on presumed airborne concentrations of lead, as shown in Appendix C, Table C-2. Any operation that may expose a worker to lead that is not a Type 1, Type 2, or Type 3b operation, is classified as a Type 3a operation.

⁽¹⁾ *Lead-Containing Paints and Coatings: Preventing Exposure in the Construction Industry*. WorkSafe BC, 2011.

2.3 Mercury

Mercury has been used in electrical equipment such as alkaline batteries, fluorescent light bulbs (lamps), high intensity discharge (HID) lights (mercury vapour, high pressure sodium and metal halide), “silent switches” and in instruments such as thermometers, manometers and barometers, pressure gauges, float and level switches and flow meters. Mercury-containing lamps, the bulk of which are 1.22 m (four foot) fluorescent lamps contain between 7 and 40 mg of mercury each. Mercury compounds have also been used historically as additives in latex paint to protect the paint from mildew and bacteria during production and storage.

The intentional addition of mercury to Canadian-produced consumer paints for interior use was prohibited in 1991. Mercury may have remained in paints after 1991, however, as a result of impurities in the paint ingredients or cross-contamination due to other manufacturing processes. The *Surface Coating Materials Regulations* made under the *Hazardous Products Act* set a maximum total mercury concentration of 10 mg/kg (0.001 percent) for surface coating materials (including paint). This criterion level applies to the sale and importation of new surface coating materials.

Mercury-containing thermostats and silent light switches are mercury tilt switches which are small tubes with electrical contacts at one end of the tube. A mercury tilt switch is usually present when no switch is visible. Mercury switches often have the word “TOP” stamped on the upper end of the switch, which is visible after removing the cover plate. If mercury switches are to be removed, the entire switch should be removed and placed into a suitable container for storage and disposal.

Waste light tubes generated during renovations or building demolition and waste mercury from equipment must either be recycled or disposed of in accordance with the requirements of Ont. Reg. 347 - *Waste Management, General*.

Waste mercury in amounts less than 5 kg (per month) are exempt from the generator registration requirements prescribed by O.Reg. 347 – *Waste Management – General*. Waste mercury from mercury switches or gauges should, however, be properly collected and shipped to a recycling facility or disposed of as a hazardous waste. Removal of mercury-containing equipment (e.g., switches, gauges, controls, etc.) should be carried out in a manner which prevents spillage and exposure to workers.

2.4 Silica

Silica exists in several forms of which crystalline silica is of most concern with respect to potential worker exposures. Quartz is the most abundant type of crystalline silica. Some commonly used construction materials containing silica include brick, refractory brick, concrete, concrete block, cement, mortar, rock and stone, sand, fill dirt, topsoil and asphalt containing rock or stone.

The Ministry of Labour *Guideline, Silica on Construction Projects*, dated April 2011, provides guidance in controlling exposure to silica dust during construction activities. In the guideline, silica-containing construction operations are classified into three groups - Type 1 (low risk), Type 2 (medium risk) and Type

3 (high risk) based on presumed airborne concentrations of respirable crystalline silica in the form of cristobalite, tridymite, quartz and tripoli as shown in Appendix C, Table C-3.

2.5 Vinyl Chloride

Vinyl chloride vapours may be released from polyvinyl chloride (PVC) products in the event of heating or as a result of decomposition during fire. PVC is used in numerous materials that may be found in building construction, including, for example, piping, conduits, siding, window and door frames, plastics, garden hoses, flooring and wire and cable protection.

2.6 Acrylonitrile

Acrylonitrile is used to produce nitrile-butadiene rubber, acrylonitrile-butadiene-styrene (ABS) polymers and styrene-acrylonitrile (SAN) polymers. Products made with ABS resins which may be found in buildings include telephones, bottles, packaging, refrigerator door liners, plastic pipe, building panels and shower stalls. Acrylonitrile can be released into the air by combustion of products containing ABS.

2.7 Other Designated Substances

Isocyanates are a class of chemicals used in the manufacture of certain types of plastics, foams, coatings and other products. Isocyanate-based building construction materials may include rigid foam products such as foam-core panels and spray-on insulation and paints, coatings, sealants and adhesives. Isocyanates may be inhaled if they are present in the air in the form of a vapour, a mist or a dust.

Benzene is a clear, highly flammable liquid used mainly in the manufacture of other chemicals. The commercial use of benzene as a solvent has practically been eliminated, however it continues to be used as a solvent and reactant in laboratories.

Arsenic is a heavy metal used historically in pesticides and herbicides. The primary use in building construction materials was its use in the wood preservative chromated copper arsenate (CCA). CCA was used to pressure treat lumber since the 1940's. Pressure-treated wood containing CCA is no longer being produced for use in most residential settings.

Ethylene oxide is a colourless gas at room temperature. It has been used primarily for the manufacture of other chemicals, as a fumigant and fungicide and for sterilization of hospital equipment.

Coke oven emissions are airborne contaminants emitted from coke ovens and are not a potential hazard associated with building construction materials.

2.8 Polychlorinated Biphenyls (PCBs)

The management of equipment classified as waste and containing Polychlorinated Biphenyls (PCBs) at concentrations of 50 parts per million (mg/kg) or greater is regulated by Ontario Regulation 362, *Waste Management – PCBs*. Under this regulation, PCB waste is defined as any waste material containing PCBs

PRE-RENOVATION DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY PILGRIM WOOD PUBLIC SCHOOL

in concentrations of 50 mg/kg or greater. Any equipment containing PCBs at or greater than this level, such as transformers, switchgear, light ballasts and capacitors, which is removed from service due to age, failure or as a result of decommissioning, is considered to constitute a PCB waste. Although current federal legislation (effective 1 July 1980) has prohibited the manufacture and sale of new equipment containing PCBs since that time, continued operation of equipment supplied prior to this date and containing PCBs is still permitted. Handling, storage and disposition of such equipment is, however, tightly regulated and must be managed in accordance with provincial and federal government requirements as soon as it is taken out of service or becomes unserviceable.

In most institutional, commercial facilities and in smaller industrial facilities, the primary source of equipment potentially containing PCBs is fluorescent and H.I.D. light ballasts. Small transformers may also be present. In larger industrial facilities, larger transformers and switch gear containing, or potentially containing, PCBs may also be present.

PCBs were also commonly added to industrial paints from the 1940s to the late 1970s. PCBs were added directly to the paint mixture to act as a fungicide, to increase durability and flexibility, to improve resistance to fires and to increase moisture resistance. The use of PCBs in new products was banned in Canada in the 1970s. PCB amended paints were used in speciality industrial/institutional applications prior to the 1970s including government buildings and equipment such as industrial plants, radar sites, ships as well as non-government rail cars, ships, grain bins, automobiles and appliances.

Removal of in-service equipment containing PCBs, such as fluorescent light ballasts, capacitors and transformers, is subject to the requirements of the federal *PCB Regulations* (discussed below).

The *PCB Regulations*, which came into force on 5 September 2008, were made under the *Canadian Environmental Protection Act, 1999* (CEPA 1999) with the objective of addressing the risks posed by the use, storage and release to the environment of PCBs, and to accelerate their destruction. The *PCB Regulations* set different end-of-use deadlines for equipment containing PCBs at various concentration levels.

The Regulations Amending the PCB Regulations and Repealing the Federal Mobile PCB Treatment and Destruction Regulations were published on 23 April 2014, in the *Canada Gazette, Part II*, and came into force on 1 January 2015. The most notable part of the amendments is the addition of an end-of-use deadline date of 31 December 2025 for specific electrical equipment located at electrical generation, transmission and distribution facilities.

When the PCB materials are classified as waste, jurisdiction falls under the Ontario Ministry of the Environment and Climate Change (MOECC) and O.Reg. 362. All remedial and PCB management work must be carried out under the terms of a Director's Instruction issued by an MOECC District Office (for quantities of PCB fluid greater than 50 litres). The PCB waste stream, regardless of quantity, must be registered with the MOECC, in accordance with O.Reg. 347, *General - Waste Management*. O.Reg. 362 applies to any equipment containing greater than 1 kg of PCBs.

2.9 Ozone-Depleting Substances (ODS) and Other Halocarbons

Ontario Regulation 463/10 – *Ozone Depleting Substances and Other Halocarbons*, applies to the use, handling and disposal of Class 1 ozone-depleting substances, including various chlorofluorocarbons (CFCs), halons and other halocarbons, Class 2 ozone-depleting substances, including various hydrochlorofluorocarbons (HCFCs) and halocarbons, and other halocarbons, including fluorocarbons (FCs) and hydrofluorocarbons (CFCs). The most significant requirements for handling of ozone-depleting substances (ODS) and other Halocarbons, which include, for example, refrigerants used in refrigeration equipment and chillers, include the following:

- certification is required for all persons testing, repairing, filling or emptying equipment containing ODS and other halocarbons;
- the discharge of a Class 1 ODS or anything that contains a Class 1 ODS to the natural environment or within a building is prohibited;
- the making, use of, selling of or transferring of a Class 1 ODS is restricted to certain conditions;
- the discharge of a solvent or sterilant that contains a Class 2 ODS is prohibited;
- the making, use of, selling of or transferring of a solvent or sterilant that contains a Class 2 ODS is restricted to certain conditions;
- fire extinguishing equipment that contains a halon may be discharged to fight fires, except fires for firefighting training purposes;
- portable fire extinguishing equipment that contains a halon may be used or stored if the extinguisher was sold for use for the first time before 1 January 1996;
- records of the servicing and repair of equipment containing ODS and other halocarbons must be prepared and maintained by the owner of the equipment; and
- equipment no longer containing ODS and other halocarbons must be posted with a notice completed by a certified person.

Ontario Regulation 347, *General – Waste Management*, has also been amended to provide for more strict control of CFCs. The requirements under the amended regulation apply primarily to the keeping of records for the receipt or recycling of CFC waste.

2.10 Mould

Moulds are forms of fungi that are found everywhere both indoors and outdoors all year round. Outdoors, moulds live in the soil, on plants and on dead and decaying matter. More than 1000 different kinds of indoor moulds have been found in buildings. Moulds spread and reproduce by making spores, which are all small and light-weight, able to travel through air, capable of resisting dry, adverse environmental conditions, and

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PILGRIM WOOD PUBLIC SCHOOL

hence capable of surviving a long time. Moulds need moisture and nutrients to grow and their growth is stimulated by warm, damp and humid conditions.

Control of exposure to mould is required under Section 25(2)(h) of the Ontario *Occupational Health and Safety Act*, which states that employers shall take every precaution reasonable in the circumstances for the protection of workers. Recommended work practices are outlined in the following documents:

- *Mould Guidelines for the Canadian Construction Industry*. Standard Construction Document CCA 82 2004. Canadian Construction Association.
- *Mould Abatement Guidelines*. Environmental Abatement Council of Ontario. Edition 3. 2015.

3 RESULTS AND DISCUSSION

3.1 Asbestos

Arcadis reviewed a report prepared by Arcadis for the HDSB titled “Pre-Renovation Designated Substances and Hazardous Materials Survey, Pilgrim Wood Public School, 1551 Pilgrims Way, Oakville, Ontario” dated June 9, 2020. Information and bulk sampling results taken from the above-referenced report was utilized by Arcadis during the site investigations and in the preparation of this report.

During the course of our site investigation representative bulk samples of material were collected by Arcadis staff. The samples were forwarded to EMSL Canada Inc, for asbestos analyses. Results of bulk sample analysis for asbestos content are provided in Table 3.1. Table 3.1 also include sample results obtained from the above-referenced of materials tested outside of the designated study areas and are provided for references purposes only. The designated study areas are shown on the floor plans provided in Appendix A. Laboratory reports are provided in Appendix B.

Table 3.1 Summary of Results of Analyses of Bulk Samples for Asbestos Content

Sample No.	Sample Location	Sample description	Asbestos Content
1-A	118	Exterior brick mortar (1990 era)	None Detected
1-B	119	Exterior brick mortar (1990 era)	None Detected
1-C	120	Exterior brick mortar (1990 era)	None Detected
2-A	115	Exterior brick mortar (2013 era)	None Detected
2-B	116	Exterior brick mortar (2013 era)	None Detected
2-C	117	Exterior brick mortar (2013 era)	None Detected
3-A	115	Block filler paint (2013 era)	None Detected
3-B	116	Block filler paint (2013 era)	None Detected
3-C	112	Block filler paint (2013 era)	None Detected
4-A	115	Concrete block mortar (2013 era)	None Detected
4-B	116	Concrete block mortar (2013 era)	None Detected
4-C	112	Concrete block mortar (2013 era)	None Detected
5-A	108	Concrete block mortar (1990 era)	None Detected
5-B	121	Concrete block mortar (1990 era)	None Detected
5-C	118	Concrete block mortar (1990 era)	None Detected
6-A	108	Block filler paint (1990 era)	None Detected
6-B	121	Block filler paint (1990 era)	None Detected
6-C	118	Block filler paint (1990 era)	None Detected
7-A	117	White caulking around exterior window frame	None Detected (TEM)
7-B	117	White caulking around exterior window frame	None Detected
7-C	117	White caulking around exterior window frame	None Detected
8-A	124	Grey cement board – Exterior (exterior wall board)	None Detected
8-B	124	Grey cement board – Exterior (exterior wall board)	None Detected
8-C	124	Grey cement board – Exterior (exterior wall board)	None Detected
9-A	124	Beige cement board – Exterior (exterior wall board)	None Detected

PRE-RENOVATION DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY
 PILGRIM WOOD PUBLIC SCHOOL

Sample No.	Sample Location	Sample description	Asbestos Content
9-B	124	Beige cement board – Exterior (exterior wall board)	None Detected
9-C	124	Beige cement board – Exterior (exterior wall board)	None Detected
1A	Roof section 301	4 ply asphalt built up roofing membrane	None Detected ⁽¹⁾
1B	Roof section 104	4 ply asphalt built up roofing membrane	None Detected ⁽¹⁾
1C	Roof section 101	4 ply asphalt built up roofing membrane	None Detected (TEM) ⁽¹⁾
2A	Roof section 103	2 ply modified bitumen membrane	None Detected ⁽¹⁾
2B	Roof section 103	2 ply modified bitumen membrane	None Detected ⁽¹⁾
2C	Roof section 303	2 ply modified bitumen membrane	None Detected (TEM) ⁽¹⁾

NOTES:

(1) Sample results taken from a report prepared by Arcadis for the Halton District School Board entitled “*Pre-Renovation Designated Substances and Hazardous Materials Survey, Pilgrim Wood Public School, 1551 Pilgrims Way, Oakville, Ontario*” dated June 9, 2020.

Bulk samples were analyzed by Polarized Light Microscopy (PLM) analysis, except where “TEM” is noted, in which case Transmission Electron Microscopy analysis was also performed.

Determination of the locations of asbestos-containing material was made based on the review of existing information, results of bulk sample analysis, visual observations and physical characteristics of the applications as well as our knowledge of the uses of asbestos in building materials.

Based on existing information, visual observations and results of laboratory analyses of samples collected by Arcadis Canada Inc., accessible asbestos-containing materials are not present in the designated study areas and, block filler primer paint and mortar associated with concrete block wall in both construction eras do not contain asbestos and mortar in exterior brick in both construction eras does not contain asbestos.

Asbestos may also be present in materials which were not sampled during the course of the asbestos survey carried out by Arcadis, including, but not limited to, areas outside the designated study areas, roofing materials, fire doors, gaskets in piping, internal components of boilers, components of electrical equipment (e.g. electric wiring insulation, non-metallic sheathed cable, electrical panel partitions, arc chutes, high-grade electrical paper, etc.), concrete, and asphaltic pavement. Confirmatory testing of any such materials could be undertaken as the need arises (i.e., at the time of renovations, modifications or demolition) or the materials can be assumed to contain asbestos based on findings in adjacent areas.

If any materials which may contain asbestos and which were not tested during the course of the designated substances and hazardous materials survey are discovered during any construction activities, the work

PRE-RENOVATION DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY PILGRIM WOOD PUBLIC SCHOOL

shall not proceed until such time as the required notifications have been made and an appropriate course of action is determined.

3.2 Lead

During the course of our site investigation, paint was observed on the window frames in the designated study areas. The paint was observed to be in good condition.

All paint applications on metal building materials are assumed to contain lead. All removed painted metal building materials must be either sent for recycling at an approved facility or disposed at a licensed hazardous waste disposal facility.

Lead may also be present in lead pipe, mortar, in the solder on the seals of bell joints of any cast iron drainpipe and in the solder on the sweated-on joints between copper pipe and fittings.

The Ministry of Labour *Guideline – Lead on Construction Projects*, dated April 2011, provides guidance in the measures and procedures that should be followed when handling lead containing materials during construction projects. In the guideline, lead-containing construction operations are classified into three groups - Type 1 (low risk), Type 2 (medium risk) and Type 3 (high risk) based on presumed airborne concentrations of lead, as shown in Appendix C, Table C-2. Any operation that may expose a worker to lead that is not a Type 1, Type 2, or Type 3b operation, is classified as a Type 3a operation.

In addition, the *EACO Lead Abatement Guidelines, 2014 — Edition 1*, Environmental Abatement Council of Ontario, also provides guidance and recommended work practices.

3.3 Mercury

During the course of our site investigation, fluorescent lights were observed in interior locations in the school outside the designated study areas and should not be affected by the proposed renovation work. Mercury should be assumed to be present as a gas in all fluorescent light tubes and in all paint applications, albeit at low levels. The fluorescent light tubes should be recycled for mercury, if the lights are removed.

Proper procedures for removing mercury-containing equipment (thermostats, for example, and any other mercury-containing equipment found to be present at the time of renovations or demolition) typically involve:

- removal of the mercury-containing equipment in a manner designed to prevent breakage;
- removal of the equipment over or in a containment device sufficient to collect and contain any mercury released in case of breakage;
- ensuring that a mercury clean-up system is readily available to immediately transfer any mercury resulting from spills or leaks from broken equipment and that any mercury resulting from spills or leaks is immediately transferred to an appropriate container;
- ensuring that the area in which equipment is removed is well ventilated;

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- ensuring that employees removing equipment are thoroughly familiar with proper waste mercury handling and emergency procedures, including transfer of mercury from containment devices to appropriate containers;
- storing removed switches in closed, non-leaking containers that are in good condition; and
- packing removed switches in the container with packing materials adequate to prevent breakage during storage, handling and transportation.

Proper procedures for removing and handling mercury-containing fluorescent light tubes typically involve:

- ensuring that electrical power to light fixtures has been disconnected and locked out;
- taking all necessary precautions to ensure that fluorescent lamp tubes are removed in a manner that prevents breakage; and
- transporting fluorescent lamp tubes to a licensed processing location for separation and recovery of mercury.

The measures and procedures outlined in the *MOL Guideline, Lead on Construction Projects* for control of potential exposure to lead in paint during construction activities will also serve to control potential exposure to any mercury in paint.

3.4 Silica

Materials observed in the designated study areas which should be considered to contain silica included concrete, mortar, concrete block, brick and cement products.

Silica can also be assumed to be present in any gravel ballast on roofs and will also be found in asphalt roofing materials if rock or stone are present in the asphalt.

The Ministry of Labour *Guideline, Silica on Construction Projects*, April 2011, provides guidance in controlling exposure to silica dust during construction activities. In the guideline, silica-containing construction operations are classified into three groups - Type 1 (low risk), Type 2 (medium risk) and Type 3 (high risk) based on presumed airborne concentrations of silica, as shown in Appendix C, Table C-3.

Additional precautionary measures should also be implemented for certain types of materials (e.g., plaster and texture coat materials, including non-asbestos applications, concrete block, etc.). For minor disturbances such as drilling, a HEPA-filtered attachment should be used. For removal of more than a minor amount of material, enclosures should be constructed for dust control and separation of the work area from adjacent areas.

3.5 Vinyl Chloride

As mentioned in Section 2.5 above, vinyl chloride would only be a potential exposure concern in the event of combustion of PVC products.

3.6 Acrylonitrile

As mentioned in Section 2.6 above, acrylonitrile would only be a potential exposure concern in the event of combustion of ABS products.

3.7 Other Designated Substances

No other designated substances (benzene, isocyanates, arsenic, ethylene oxide and coke oven emissions) were observed to be present in the designated study areas, and none would be expected to be encountered in any building materials in a form that would represent an exposure concern. Arsenic may be present at low levels in paint applications. The measures and procedures outlined in the MOL *Guideline, Lead on Construction Projects* for control of potential exposure to lead in paint during construction activities will also serve to control potential exposure to any arsenic (or mercury) in paint.

3.8 Polychlorinated Biphenyls (PCBs)

Fluorescent lights were observed in interior locations in the school outside the designated study areas and should not be affected by the proposed renovation work. Light ballasts, such as those associated with the type of fluorescent lights (T8s) observed, are usually an electronic-type which do not contain PCBs, however, this would be confirmed by an electrician at the time of dismantling of the lights.

3.9 Ozone-Depleting Substances (ODS) and Other Halocarbons

No equipment potentially containing ODS was observed in the designated study areas during the course of the site investigation.

3.10 Mould

Readily evident mould was not observed during the course of the site investigation. The inspection of mould was limited to visual observations of readily-accessible surfaces and did not include intrusive inspections of wall cavities. During renovations or interior demolition work, any mould-impacted materials uncovered/discovered should be remediated following the measures and procedures outlined in the *Canadian Construction Association Standard Construction Document CCA-82 2004 - Mould Guidelines for the Canadian Construction Industry*.

4 LIMITATIONS AND SERVICE CONSTRAINTS

The opinions, conclusions and recommendations presented in this report are limited to the information obtained during the performance of the specific scope of service identified in the report. To the extent that Arcadis relied upon any information prepared by other parties not under direct contract to Arcadis, no representation as to the accuracy or completeness of such information is made. This report is an instrument of professional service and the services described in the report were performed in accordance with generally accepted standards and level of skill and care ordinarily exercised by members of the profession working under similar conditions including comparable budgetary and schedule constraints. No warranty, guarantee or certification express or implied, is intended or given with respect to Arcadis' services, opinions, conclusions or recommendations.

Arcadis' observations, the results of any testing and Arcadis' opinions, conclusions and recommendations apply solely to conditions existing at the specific times when and specific locations where Arcadis' investigative work was performed. Arcadis affirms that data gathered and presented in this report was collected in an appropriate manner in accordance with generally accepted methods and practices. Arcadis cannot be responsible for decisions made by our client solely on the basis of economic factors. Observation and testing activities such as those conducted by Arcadis are inherently limited and do not represent a conclusive or complete characterization. Arcadis analyzed only the substances, conditions and locations described in the report at the time indicated. Conditions in other parts of the project site, building or area may vary from conditions at the specific locations where observations were made and where testing was performed by Arcadis. Additionally, other building material hazards which were not identified by Arcadis, may also be present un-accessed areas and in walls, ceilings, cavities, and floors.

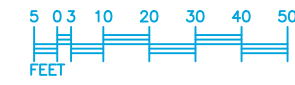
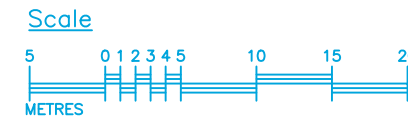
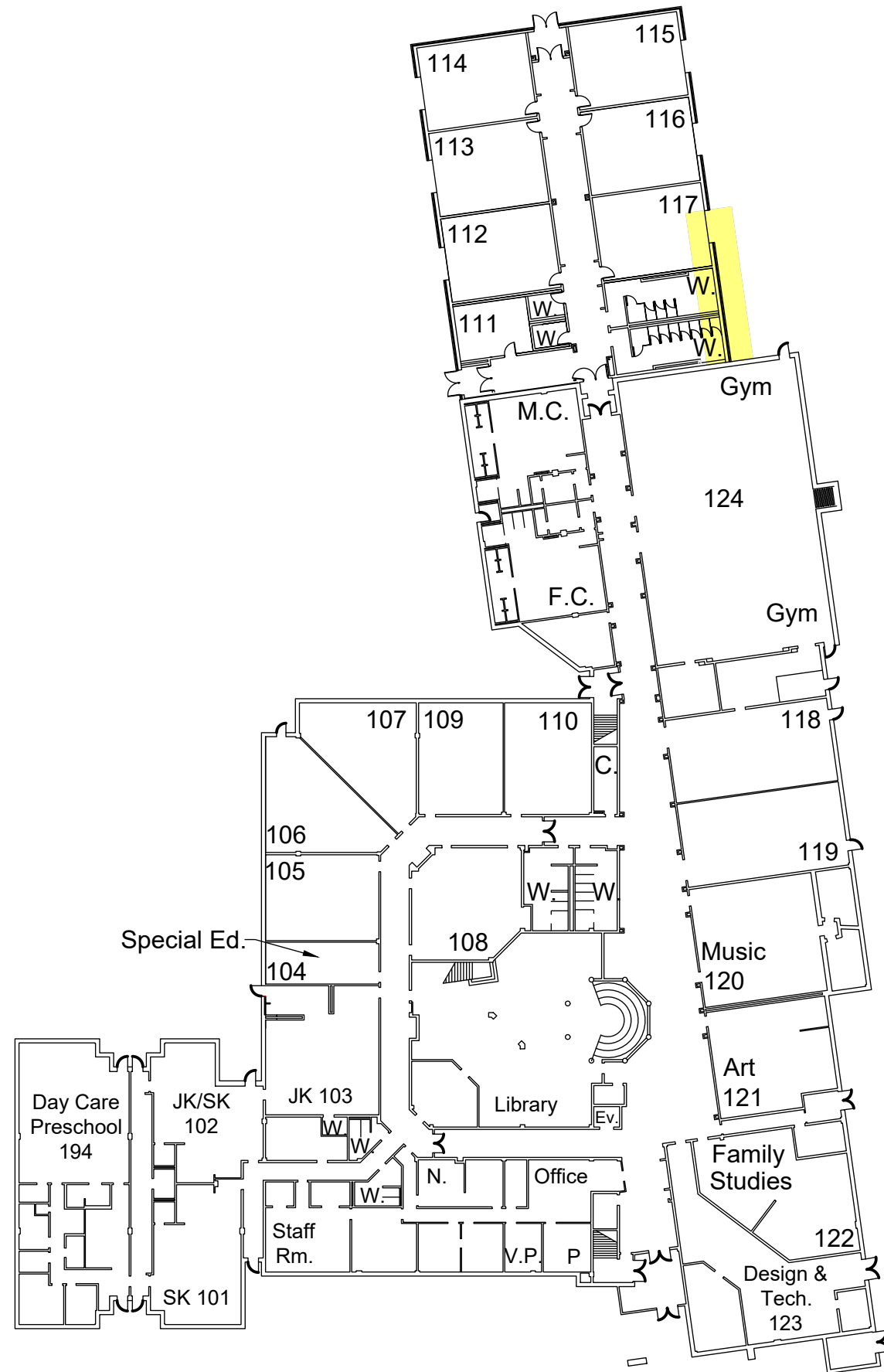
This report is expressly for the sole and exclusive use of the Client for whom this report was originally prepared and for the particular purpose outlined in the report. Reuse of this report or any portion thereof for other than its intended purpose, or if modified, or if used by third parties, shall be at the user's sole risk. This report must be presented in its entirety.

This report is not intended to be used as a scope of work or technical specification for remediation of designated substances or hazardous materials.

APPENDIX A

Floor Plans





LEGEND:

- 119 FUNCTIONAL SPACE
- STUDY AREA

NOTES:



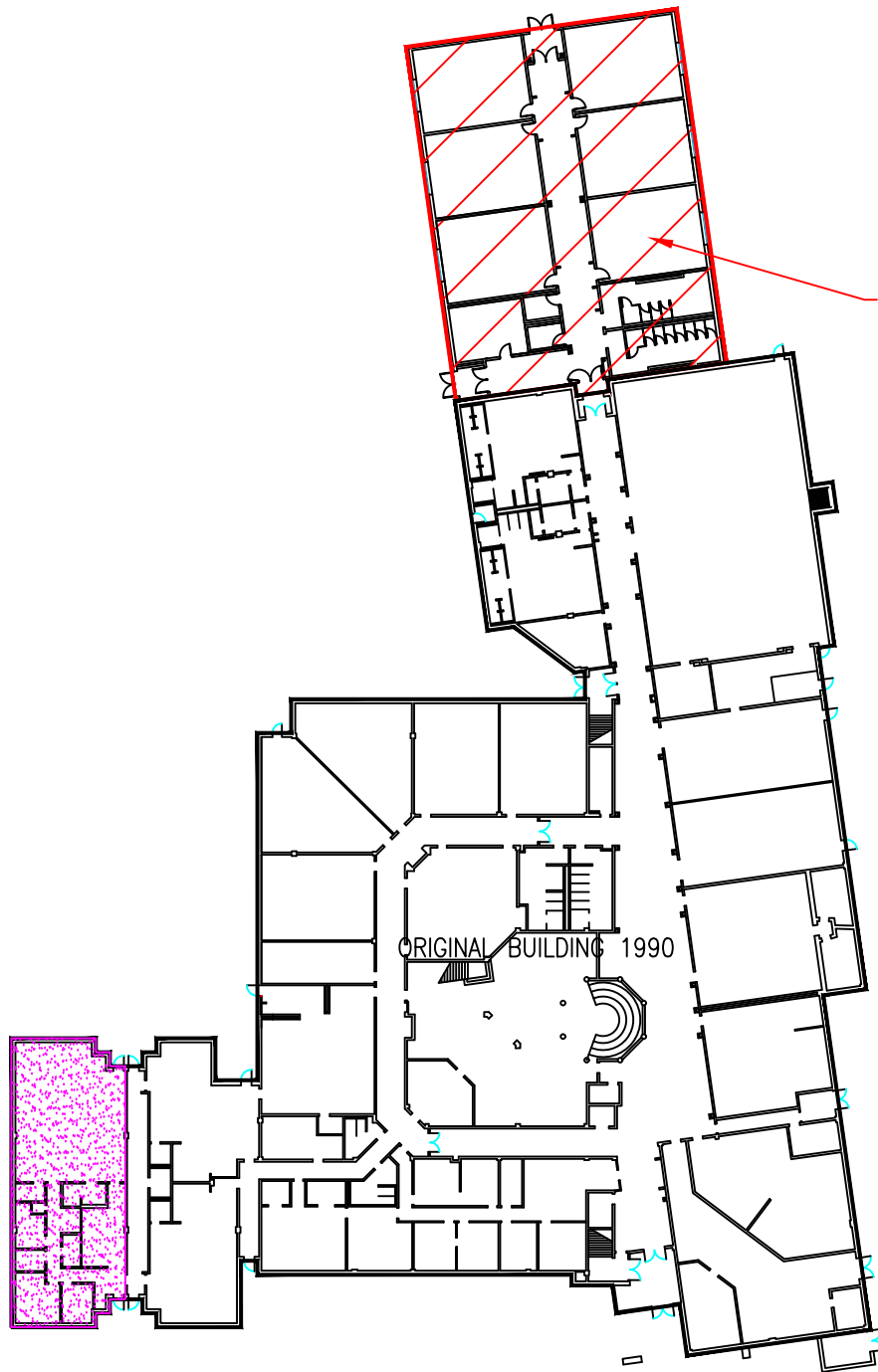
HALTON DISTRICT SCHOOL BOARD

DESIGNATED SUBSTANCES AND HAZARDOUS MATERIALS SURVEY

PILGRIMWOOD PUBLIC SCHOOL
1551 PILGRIMS WAY, OAKVILLE, ON L6M 2W7

FIRST FLOOR FLAN

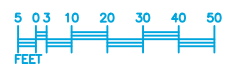
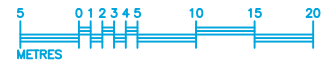
Drawn By: BR	Approved By: VD	Project No: 30210474
Date: FEB 2024	Scale: N.T.S	Drawing No: 30210474-1



FIRST ADDITION 2013

ORIGINAL BUILDING 1990

Scale



NO.	DATE

NO.	DATE

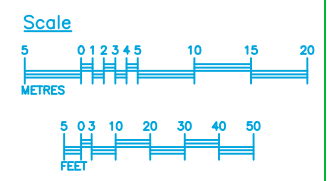
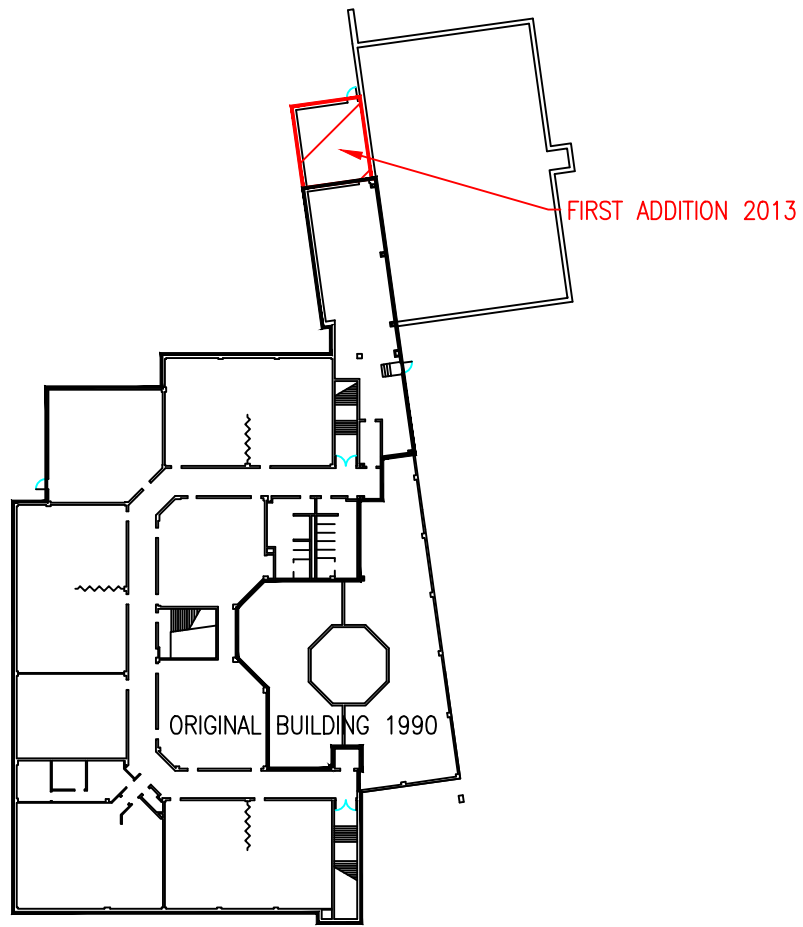


Pilgrim Wood Public School

1991 PILGRIMS WAY
DARVILLE, ENTAHED

DATE	19 FEBRUARY 2020
PREPARED BY	9 OCT 2019
DESIGN	JK-B
SCALE	1"=60'-0"
PROJECT	R02
DATE	10 SEP 2014
YEAR BUILT	1990
AREA NO. PL.	65257 (R05Sep)
DESIGNER	Pilgrim Wood

PROJECT NAME	FIRST FLOOR PLAN
PROJECT NO.	AREA
	A 1



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Pilgrim Wood Public School

2001 PILGRIM WAY
DARVILLE, SHYKED

DATE	11 NOVEMBER 2014
PROJECT OPEN	10 SEP 2014
OWNER	JK-B
SCALE (TO FIT)	1"=60'-0"
PROJECT	ROCE
DATE	9 APR 2015
YEAR BUILT	1990
AREA NO. PL.	03207 (R0000P1)
AREA FILE NAME	PR00PS

PROJECT NAME	AREA
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APPENDIX B

Laboratory Reports





EMSL Canada Inc.

20 Amber Street Unit #16 Markham, ON L3R 5P4
Phone/Fax: (289) 271-4362 / (289) 799-3563
<http://www.EMSL.com> / markhamlab@EMSL.com

EMSL Canada Order 662400007
Customer ID: 55DCSL97
Customer PO: 30210474
Project ID:

Attn: Viraj Daruwala
ARCADIS Canada Inc.
121 Granton Drive
Unit 12
Richmond Hill, ON L4B 3N4
Phone: (905) 882-5984
Fax: (905) 882-8962
Collected:
Received: 1/23/2024
Analyzed: 1/30/2024
Proj: PilgrimWood PS - 30210474

Summary Test Report for Asbestos Analysis of Bulk Materials for Ontario Regulation 278/05

Client Sample ID: 1-A **Lab Sample ID:** 662400007-0001
Sample Description: 118/Exterior brick mortar (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 1-B **Lab Sample ID:** 662400007-0002
Sample Description: 119/Exterior brick mortar (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 1-C **Lab Sample ID:** 662400007-0003
Sample Description: 120/Exterior brick mortar (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 2-A **Lab Sample ID:** 662400007-0004
Sample Description: 115/Exterior brick mortar (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 2-B **Lab Sample ID:** 662400007-0005
Sample Description: 116/Exterior brick mortar (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 2-C **Lab Sample ID:** 662400007-0006
Sample Description: 117/Exterior brick mortar (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 3-A **Lab Sample ID:** 662400007-0007
Sample Description: 115/Block filler paint (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	White	0.0%	100.0%	None Detected	



EMSL Canada Inc.

20 Amber Street Unit #16 Markham, ON L3R 5P4
Phone/Fax: (289) 271-4362 / (289) 799-3563
<http://www.EMSL.com> / markhamlab@EMSL.com

EMSL Canada Order 662400007
Customer ID: 55DCSL97
Customer PO: 30210474
Project ID:

Summary Test Report for Asbestos Analysis of Bulk Materials for Ontario Regulation 278/05

Client Sample ID: 3-B **Lab Sample ID:** 662400007-0008

Sample Description: 116/Block filler paint (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	White	0.0%	100.0%	None Detected	

Client Sample ID: 3-C **Lab Sample ID:** 662400007-0009

Sample Description: 112/Block filler paint (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	White	0.0%	100.0%	None Detected	

Client Sample ID: 4-A **Lab Sample ID:** 662400007-0010

Sample Description: 115/Concrete block mortar (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 4-B **Lab Sample ID:** 662400007-0011

Sample Description: 116/Concrete block mortar (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 4-C **Lab Sample ID:** 662400007-0012

Sample Description: 112/Concrete block mortar (2013 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 5-A **Lab Sample ID:** 662400007-0013

Sample Description: 108/Concrete block mortar (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 5-B **Lab Sample ID:** 662400007-0014

Sample Description: 121/Concrete block mortar (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 5-C **Lab Sample ID:** 662400007-0015

Sample Description: 118/Concrete block mortar (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	



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Project ID:

Summary Test Report for Asbestos Analysis of Bulk Materials for Ontario Regulation 278/05

Client Sample ID: 6-A **Lab Sample ID:** 662400007-0016

Sample Description: 108/Block filler paint (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	White	0.0%	100.0%	None Detected	

Client Sample ID: 6-B-Block Fill **Lab Sample ID:** 662400007-0017

Sample Description: 121/Block filler paint (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray/White	0.0%	100.0%	None Detected	

Client Sample ID: 6-B-Mortar **Lab Sample ID:** 662400007-0017A

Sample Description: 121/Block filler paint (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 6-C **Lab Sample ID:** 662400007-0018

Sample Description: 118/Block filler paint (1990 era)

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray/White	0.0%	100.0%	None Detected	

Client Sample ID: 7-A **Lab Sample ID:** 662400007-0019

Sample Description: 117/White caulking around exterior window frame - Caulk

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM Grav. Reduction	1/25/2024	Gray	0.0%	100%	None Detected	
TEM Grav. Reduction	1/30/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 7-B **Lab Sample ID:** 662400007-0020

Sample Description: 117/White caulking around exterior window frame

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/30/2024	Gray	0.0%	100.0%	None Detected	Sample split from Sample 7A

Client Sample ID: 7-C **Lab Sample ID:** 662400007-0021

Sample Description: 117/White caulking around exterior window frame

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/30/2024	Gray	0.0%	100.0%	None Detected	

Client Sample ID: 8-A **Lab Sample ID:** 662400007-0022

Sample Description: 124/Grey cement board - Exterior

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	20.0%	80.0%	None Detected	



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Project ID:

Summary Test Report for Asbestos Analysis of Bulk Materials for Ontario Regulation 278/05

Client Sample ID: 8-B **Lab Sample ID:** 662400007-0023

Sample Description: 124/Grey cement board - Exterior

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	20.0%	80.0%	None Detected	

Client Sample ID: 8-C **Lab Sample ID:** 662400007-0024

Sample Description: 124/Grey cement board - Exterior

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	10.0%	90.0%	None Detected	

Client Sample ID: 9-A **Lab Sample ID:** 662400007-0025

Sample Description: 124/Beige cement board - Exterior

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	15.0%	85.0%	None Detected	

Client Sample ID: 9-B **Lab Sample ID:** 662400007-0026

Sample Description: 124/Beige cement board - Exterior

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	15.0%	85.0%	None Detected	

Client Sample ID: 9-C **Lab Sample ID:** 662400007-0027

Sample Description: 124/Beige cement board - Exterior

TEST	Analyzed Date	Color	Non-Asbestos		Asbestos	Comment
			Fibrous	Non-Fibrous		
PLM	1/25/2024	Gray	15.0%	85.0%	None Detected	



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Summary Test Report for Asbestos Analysis of Bulk Materials for Ontario Regulation 278/05

Analyst(s):

Javed Ishmail	PLM (8)
Khue Nguyen	TEM Grav. Reduction (1)
Kira Ramphal	PLM (1)
Marzan Regaspi	PLM (17)
Michelle Bautista	PLM (1)
	PLM Grav. Reduction (1)

Reviewed and approved by:

Stephanie Achaiya, Laboratory Manager
or Other Approved Signatory

None Detected = <0.1%. EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This is a summary report; official reports are available on LabConnect or upon request and relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Canada Inc. Markham, ON NVLAP Lab Code 600317-0

Initial report from: 01/30/2024 15:55:16

APPENDIX C

Summary of Asbestos, Lead and Silica Work Classifications



TABLE C-1
SUMMARY OF CLASSIFICATION OF
TYPE 1, 2 AND 3 OPERATIONS
(Ont. Reg. 278/05)

TYPE 1 OPERATIONS

- removing less than 7.5 m² asbestos-containing ceiling tiles;
- removing non-friable asbestos-containing material other than ceiling tiles, if the material is removed without being broken, cut, drilled, abraded, ground, sanded or vibrated;
- breaking, cutting, drilling, abrading, grinding, sanding or vibrating non-friable asbestos-containing material if the material is wetted and the work is done only using non-powered, hand-held tools; and
- removing less than 1 m² of drywall in which asbestos-containing joint compounds have been used.

TYPE 2 OPERATIONS

- removing all or part of a false ceiling to obtain access to a work area, if asbestos-containing material is likely to be lying on the surface of the false ceiling;
- removal of one square metre or less of friable asbestos-containing material;
- enclosing friable asbestos-containing material;
- applying tape or a sealant or other covering to asbestos-containing pipe or boiler insulation;
- removing 7.5 m² or more asbestos-containing ceiling tiles (if removed without being broken, cut, drilled, abraded, ground, sanded or vibrated);
- breaking, cutting, drilling, abrading, grinding, sanding or vibrating non-friable asbestos-containing material if the material is not wetted and the work is done only using non-powered, hand-held tools;
- removal of one square metre or more of drywall in which asbestos-containing joint compounds have been used;
- breaking, cutting, drilling, abrading, grinding, sanding or vibrating non-friable asbestos-containing material if the work is done using power tools that are attached to dust-collecting devices equipped with HEPA filters;
- cleaning or removing filters used in air-handling equipment in a building that has asbestos-containing sprayed fireproofing.

TABLE C-1 (Continued)
SUMMARY OF CLASSIFICATION OF
TYPE 1, 2 AND 3 OPERATIONS
(Ont. Reg. 278/05)

TYPE 3 OPERATIONS

- removal of more than one square metre of friable asbestos-containing material;
- spray application of a sealant to friable asbestos-containing material;
- cleaning or removing air-handling equipment, including rigid ducting but not including filters, in a building that has sprayed asbestos-containing fireproofing;
- repairing or demolishing a kiln, metallurgical furnace or similar structure that is made in part of asbestos-containing refractory materials;
- breaking, cutting, drilling, abrading, grinding, sanding or vibrating non-friable asbestos-containing materials, if the work is done using power tools that are not attached to dust-collecting devices equipped with HEPA filters.

TABLE C-2
SUMMARY OF CLASSIFICATION OF
LEAD-CONTAINING CONSTRUCTION TASKS
MOL GUIDELINE – LEAD ON CONSTRUCTION PROJECTS, APRIL 2011

Type 1 Operations	Type 2 Operations		Type 3 Operations	
	Type 2a	Type 2b	Type 3a	Type 3b
<0.05 mg/m ³	>0.05 to 0.50 mg/m ³	>0.50 to 1.25 mg/m ³	>1.25 to 2.50 mg/m ³	>2.50 mg/m ³

Note: The classification of Type 1, 2 and 3 operations is based on presumed airborne concentrations of lead, as shown above.

TYPE 1 OPERATIONS

- application of lead-containing coatings with a brush or roller;
- removal of lead-containing coatings with a chemical gel or paste and fibrous laminated cloth wrap;
- removal of lead-containing coatings or materials using a power tool that has an effective dust collection system equipped with a HEPA filter;
- installation or removal of lead-containing sheet metal;
- installation or removal of lead-containing packing, babbitt or similar material;
- removal of lead-containing coatings or materials using non-powered hand tools, other than manual scraping or sanding;
- soldering.

TYPE 2 OPERATIONS

Type 2a Operations

- welding or high temperature cutting of lead-containing coatings or materials outdoors. This operation is considered a Type 2a operation only if it is short-term, not repeated, and if the material has been stripped prior to welding or high temperature cutting. Otherwise it will be considered a Type 3a operation;
- removal of lead-containing coatings or materials by scraping or sanding using non-powered hand tools;
- manual demolition of lead-painted plaster walls or building components by striking a wall with a sledgehammer or similar tool.

Type 2b Operations

- spray application of lead-containing coatings.

TABLE C-2 (Continued)
SUMMARY OF CLASSIFICATION OF
LEAD-CONTAINING CONSTRUCTION TASKS
MOL GUIDELINE – LEAD ON CONSTRUCTION PROJECTS, APRIL 2011

TYPE 3 OPERATIONS

Type 3a Operations

- welding or high temperature cutting of lead-containing coatings or materials indoors or in a confined space;
- burning of a surface containing lead;
- dry removal of lead-containing mortar using an electric or pneumatic cutting device;
- removal of lead-containing coatings or materials using power tools without an effective dust collection system equipped with a HEPA filter;
- removal or repair of a ventilation system used for controlling lead exposure;
- demolition or cleanup of a facility where lead-containing products were manufactured;
- an operation that may expose a worker to lead dust, fume or mist that is not a Type 1, Type 2, or Type 3b operation

Type 3b Operations

- abrasive blasting of lead-containing coatings or materials;
- removal of lead-containing dust using an air mist extraction system.

TABLE C-3
SUMMARY OF CLASSIFICATION OF SILICA-CONTAINING CONSTRUCTION TASKS
MOL GUIDELINE, SILICA ON CONSTRUCTION PROJECTS, APRIL 2011

	Type 1 Operations	Type 2 Operations	Type 3 Operations
Cristobalite and Tridymite	>0.05 to 0.50 mg/m ³	>0.50 to 2.50 mg/m ³	>2.5 mg/m ³
Quartz and Tripoli	>0.10 to 1.0 mg/m ³	>1.0 to 5.0 mg/m ³	>5.0 mg/m ³

Note: The classification of silica-containing construction tasks is based on presumed concentrations of respirable crystalline silica, as shown above.

TYPE 1 OPERATIONS

- The drilling of holes in concrete or rock that is not part of a tunnelling operation or road construction.
- Milling of asphalt from concrete highway pavement.
- Charging mixers and hoppers with silica sand (sand consisting of at least 95 per cent silica) or silica flour (finely ground sand consisting of at least 95 per cent silica).
- Any other operation at a project that requires the handling of silica-containing material in a way that may result in a worker being exposed to airborne silica.
- Entry into a dry mortar removal or abrasive blasting area while airborne dust is visible for less than 15 minutes for inspection and/or sampling.
- Working within 25 metres of an area where compressed air is being used to remove silica-containing dust outdoors.

TYPE 2 OPERATIONS

- Removal of silica containing refractory materials with a jackhammer.
- The drilling of holes in concrete or rock that is part of a tunnelling or road construction.
- The use of a power tool to cut, grind, or polish concrete, masonry, terrazzo or refractory materials.
- The use of a power tool to remove silica containing materials.
- Tunnelling (operation of the tunnel boring machine, tunnel drilling, tunnel mesh installation).
- Tuckpoint and surface grinding.
- Dry mortar removal with an electric or pneumatic cutting device.
- Dry method dust cleanup from abrasive blasting operations.
- The use of compressed air outdoors for removing silica dust.
- Entry into area where abrasive blasting is being carried out for more than 15 minutes.

TABLE C-3 (Continued)
SUMMARY OF CLASSIFICATION OF SILICA-CONTAINING CONSTRUCTION TASKS
MOL GUIDELINE, SILICA ON CONSTRUCTION PROJECTS, APRIL 2011

TYPE 3 OPERATIONS

- Abrasive blasting with an abrasive that contains ≥ 1 per cent silica.
- Abrasive blasting of a material that contains ≥ 1 per cent silica.

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