



Addendum # 1
Bid Opportunity: 26-7842-RFT - Avenue Road
Public School Renovations
Closing Date: Tuesday, March 10, 2026 2:00 PM

The following issued by the Board shall form part of the Bid / Proposal Solicitation document. The revisions and additions noted herein along with any attachments shall be read in conjunction with all other related documents. This Addendum shall, take precedence over the previously issued documents where differences occur. Receipt of this addendum must be acknowledged in the Bidding System, bids&tenders.

If you have already submitted a Bid / Proposal, it will be automatically withdrawn as a result of this addendum. You must resubmit the Bid / Proposal acknowledging all addenda and revising your Bid / Proposal to comply with all addenda.

Contents:	Document 00 90 01	Addendum No. 01	5 pages
	Architectural Drawings		7 pages
	Specifications	Section 00 72 13	39 pages
	DEI Addendum 01		3 pages
	Bidders List		2 pages
			Total – 56 pages

1.1 QUESTIONS

- .1 Can you clarify, E202 Diagram A, Note 1 states the projector control box is to be demolished, and then on E302 Diagram A in the same spot Note 1 indicates a junction box for a relocated panel. What exactly is in this area and what is to be done with it?

A: See DEI Addendum 01 attached.

- .2 Please confirm whether window shades are required as per Specification Section 12 24 13.

A: Yes, window shades are required in the Special Ed Room 113, as per door and screen schedule on Architectural drawing A003. Refer to spec section above for more information.

- .3 Please confirm that lockers are supplied and installed by others.

A: Lockers are part of the work.

- .4 Please provide the mechanical specifications, as only mechanical drawings have been received to date.

A: See DEI Addendum 01 attached.

- .5 Please confirm all cash allowances included in this project and provide the corresponding values.

A: Refer to Specification Section 01 21 00 - ALLOWANCES.

- .6 Please clarify which drawing should be followed for millwork, as there is a discrepancy between Drawings A202 and A204 regarding the size and location.

A: A204 provides dimensions and sizes and locations. Updated A202 attached.

- .7 Please confirm whether all work inside Corridor 814 is to be carried as an alternate price as noted on Drawing A208, Section 1.

A: Delete all references to Alternate prices.

- .8 Please confirm whether the exhaust hood, dishwasher, and refrigerator are included in the contractor's scope, and if yes, please provide the specifications and approved manufacturers.

A: Refer to updated Architectural drawings 4/A207 and 2/A207 attached.

- .9 Could I please get clarification where the 1% and 0% blinds are wanted for this project? Could I also please get the rough dimensions of the exterior windows?

A: Blinds to be 90% blackout as per spec section 12 24 13 Manual Roller Shades 2.2.3. New blinds required only in Special Ed Room 113, as per door and screen schedule on Architectural drawing A003.

.10 The hollow metal specs ask for G90, is this necessary? All openings are interior so is the standard A40 fine?

A: Standard A40 is acceptable.

.11 The division 8 specs also note non-standard hinge pitchings. Can the architect consider using standard locations instead?

A: Yes, please use local standards for hinge and lock locations.

.12 The wood door spec says the stain and clear finish is to match the existing and the finishing has to be done at the factory. But if they're getting a custom stain to match the existing doors it's better to have it done on site by a local company so they can match it more precisely. Can the architect consider using a local painter to match this custom stain?

A: Stain is clear. Wood Grain finish is to match existing. Sample to be provided as per specifications for Architects approval.

.13 Is it acceptable to use Hardrock Maple melamine on particle board for both interior and exterior, and particle board for countertops with plywood countertops for sink cabinets?

A: Follow all notes on millwork drawings and specification requirements.

.14 If specs remain as shown, please clarify where Classic White and Hardrock Maple laminate are to be used.

A: Refer to updated A209 to A211 drawings attached.

.15 Would like to request an extension for the closing date.

A: An extension will not be given for the closing date.

.16 What Style of tile is being used for the back splash and bathroom in SPEC ED?

A: Refer to specification section 09 30 00 Tiling 2.1.4 for back splash tile type and Architectural Drawing 4/A207 for colour layout.

.17 There is very little detail on the required trenching for the new BF Washroom in the Spec Ed Room. Please provide area of removal and the required details for re-pouring the concrete with rebar specifications.

A: See floor cut plan A206.

.18 Please indicate the location and quantity of the new Manual Roller Shades. These are not shown on any Architectural drawings.

A: Refer to Architectural drawing A003 location and quantity of new manual roller shades.

.19 Please clarify whether the existing breakers are QOB or QOB-VH. This dictates the kA rating needed for new breakers.

A: See DEI Addendum 01 attached.

.20 Please clarify who the current fire alarm provider is.

A: See DEI Addendum 01 attached.

.21 The DSS Report states the following materials are asbestos-containing in certain locations:
-asbestos exterior door frame & interior window frame caulking, floor mastic, parged fittings, 9inchx9inch & 12inchx12inch vinyl floor tiles, vinyl sheet flooring, transite pipe and flex joint.

Will any of these asbestos-containing materials be disturbed during the project and require abatement? If so, which materials, from what locations and what quantities of removal are required? Please advise.

A: It is the responsibility of the Bidder to review demolition requirements and determine which of the Designated Substances are part of the work, and price accordingly.

.22 On Page A206 D-note 5 Only shows FRP on the lower half of the wall. Is it required on that whole wall? Or just under the window?

A: FRP is required under the window and also to the new chase wall in the Pantry.

.23 Is the Block is to be lightweight or standard concrete?

A: Block is to be standard concrete as per Specification Section 04 22 00 CONCRETE UNIT MASONRY.

1.2 DRAWINGS

- .1 Replace A003 with the attached.
- .2 Replace A202 with the attached.
- .3 Replace A205 through to A209 with the attached.
- .4 In Reference to A210 and A211: Updated millwork notes on A209 apply similarly to these pages.

1.3 SPECIFICATIONS

- .1 **00 72 13 – Standard Terms and Conditions** – Replace this section in its entirety with the attached updated section.
- .2 **06 40 00 Architectural Woodwork** – HPDL(P.LAM) in Hard Rock Maple by Formica is Product no. 86992.
- .3 **08 12 13 Hollow Metal Frames** - Replace sentence 2.1.1 to read as follows:
“Hot-dip Galvanized/Galvannealed: zinc-coated to ASTM A653/A653M, coating designation ZF120.”
- .4 **Hardware Schedule** – Pg. 5: Provide a total number of exterior door threshold lengths of (4).

1.4 CONSULTANT ADDENDUM

.1 See Attached DEI's Addendum 01.

1.5 OTHER

.1 See Attached Sign in Sheet from Site Walkthrough.

END OF ADDENDUM 01

SCHEDULES

NEW ASSEMBLIES		
TAG	DIAGRAM	DESCRIPTION
WB1		CONCRETE MASONRY WALLS 190mm THICK CONCRETE MASONRY UNITS WALL TO U/S OF DECK, UNLESS NOTED OTHERWISE
WS1		STUD WALL FRP PANEL 12mm PLYWOOD BACKER 16mm GYP. BD. 92mm STEEL STUDS AT 400 O.C. 12mm PLYWOOD BACKER 16mm GYP. BD FRP PANEL WALL TO EXTEND TO U/S OF DECK, CW DEFLECTION TRACK, DOUBLE STUDS TO DOOR / WINDOW FRAMES
WS2		STUD WALL FRP PANEL 12mm PLYWOOD BACKER 16mm GYP. BD. 92mm STEEL STUDS AT 400 O.C. WALL TO EXTEND TO 150 ABOVE CEILING
CA1 AFF		TBAR CEILING 610 X 1220 CEILING TILES TBAR GRID SUSPENDED FROM STRUCTURE ABOVE

DOORS AND SCREENS									
DOOR SCHEDULE									
No.	DOOR SIZE	ELEV.	DOOR MATERIAL	DOOR FINISH	FRAME MATERIAL	FRAME FINISH	FRAME TYPE	HARDWARE	COMMENTS
13a	914 x 2438	B	SCW	VENEER & STAIN	HM	PNT	F1	H1	MATCHING EDGES
13b	914 x 2134	B	SCW	VENEER & STAIN	HM	PNT	F2	H2	MATCHING EDGES
13c	914 x 2134	A	SCW	VENEER & STAIN	HM	PNT	F2	H3	MATCHING EDGES

DOOR HARDWARE REFER ALSO TO DOOR HARDWARE SCHEDULE		
H1 LEVER HANDLE LOCKABLE CLASSROOM FUNCTION 4 HINGES OVERHEAD DOOR STOP	H2 LEVER HANDLE LOCKABLE CLASSROOM FUNCTION	H3 LEVER HANDLE STOREROOM FUNCTION PRESS TO LOCK POWER DOOR OPERATOR

DOOR AND SCREEN TO SPECIAL ED 13	
FRAMES TO BE HOLLOW METAL 50mm WIDE FRAMES ALL GLAZING TEMPERED	

ROOM FINISH SCHEDULE							
ROOM NO.	ROOM NAME	WALL FINISH	WALL BASE	FLOOR FINISH	CEILING FINISH	CEILING HEIGHT	COMMENTS
13	SPECIAL ED	PNT - 2 COLOURS	100mm RUBBER	RESILIENT SHEET	CA1 (ACT)	2750 / 3200	PAINT DOOR FRAME TO MATCH EXISTING (WHITE) WALL TILE TO KITCHEN BACKSPASH, ONE ACCENT WALL
13B	PANTRY	PNT - 1 COLOUR	100mm RUBBER	RESILIENT SHEET	CA1 (ACT)	2750	PAINT DOOR FRAME WHITE (MATCH EXISTING)
13C	BF W.R.	PNT/TILE TO ONE WALL	125mm TILE BUILT UP BASE	CERAMIC TILE	CA1 (ACT)	2750	SEE ELEVATIONS - PAINT DOOR FRAME WHITE (MATCH EXISTING)
21	CLASSROOM 21	PNT - 2 COLOURS	100mm RUBBER	RESILIENT SHEET	CA1 (ACT)	2600	ONE ACCENT WALL - DOOR FRAME PAINT TO MATCH EXISTING (DARK GREY)
22	CLASSROOM 22	PNT - 2 COLOURS	100mm RUBBER	RESILIENT SHEET	CA1 (ACT)	2600	ONE ACCENT WALL - DOOR FRAME PAINT TO MATCH EXISTING (DARK GREY)
23	CLASSROOM 23	PNT - 2 COLOURS	100mm RUBBER	RESILIENT SHEET	CA1 (ACT)	2600	ONE ACCENT WALL - DOOR FRAME PAINT TO MATCH EXISTING (DARK GREY)
109	CUSTODIAN	EXISTING	100mm RUBBER	RESILIENT SHEET	EXISTING	EXISTING	
110	WR	PNT - 1 COLOUR	100mm RUBBER	RESILIENT SHEET	EXISTING	EXISTING	PAINT DOOR FRAME TO MATCH EXISTING (DARK GREY)
136	COMPUTERS	PNT - 2 COLOURS	100mm RUBBER	RESILIENT SHEET	CA1 (ACT)	2600	ONE ACCENT WALL - DOOR FRAME PAINT TO MATCH EXISTING (DARK GREY)
814	CORRIDOR	EXISTING	100mm RUBBER	RESILIENT SHEET	EXISTING	EXISTING	
L1	LOCKER 1	PNT - 1 COLOUR	100mm RUBBER	RESILIENT SHEET	NEW BULKHEAD / EXISTING	EXISTING	
L2	LOCKER 2	PNT - 1 COLOUR	100mm RUBBER	RESILIENT SHEET	NEW BULKHEAD / EXISTING	EXISTING	

GENERAL NOTES:

- PROVIDE WOOD BLOCKING FOR ALL TOILET ACCESSORIES MOUNTED IN GYPSUM BOARD PARTITIONS MAINTAIN INTEGRITY OF FIRE RATINGS WHERE ACCESSORIES ARE IN RATED WALLS.
- ALL STIPULATED FIXTURE MOUNTING HEIGHTS ARE NOTED HERE, U.N.O.

NOTE: NOT LESS THAN 600MM & NOT MORE THAN 1500MM BEYOND THE DOOR SWING, WHERE DOOR OPENS TOWARDS THE CONTROL.

POWER DOOR OPERATOR

BARRIER FREE SIGNAGE

ENSURE PLUMBING LINES TIGHT TO SINK AS POSSIBLE TO INSULATE OR ENSURE MAX WATER TEMP. OF 43 DEG. C

WHERE MIRRORS ARE PROVIDED IN BARRIER-FREE TOILETS, MIRRORS TO BE VERTICAL

UNLESS MIRRORS INCLINED

SHOWER HOSE 1800mm LONG (3.8.3.13.0)

TO BE PLACED ADJACENT TO FOLDING SEAT

PROVIDE BACK SUPPORT, HEIGHT TO BE COORDINATED ON SITE

SEE STUD WALL REINFORCEMENT FOR MOUNTING REQUIREMENTS FOR WALL MOUNTED GRAB BARS

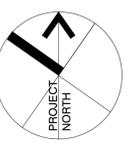
NOTE: IF NO W/C TANK GRAB BAR IS TO BE MOUNTED 840 - 920 A.F.F.

NO	DATE	ISSUE
3	05/03/26	ISSUED FOR ADDENDUM 01
2	13/02/26	ISSUED FOR TENDER
1	23/01/26	ISSUED FOR PERMIT

MARTIN SIMMONS SWEERS

200 - 113 Breithaupt Street
Kitchener, ON N2H 5G9
t 519.745.4754 f 519.745.0061

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PROJECT
AVENUE ROAD P.S. RENOVATIONS

40 GAIL ST. CAMBRIDGE, ON

SCHEDULES AND STANDARDS

DRAWN BY **CM** CHECKED BY **GP**

DATE **FEBRUARY 13, 2026**

SCALE **As indicated** DRAWING NO. **A003**

PROJECT NO. **25053**

FILE PATH: C:\Users\j353\Documents\25053_WR2026 Avenue Road P.S. Renovation\A003.rvt
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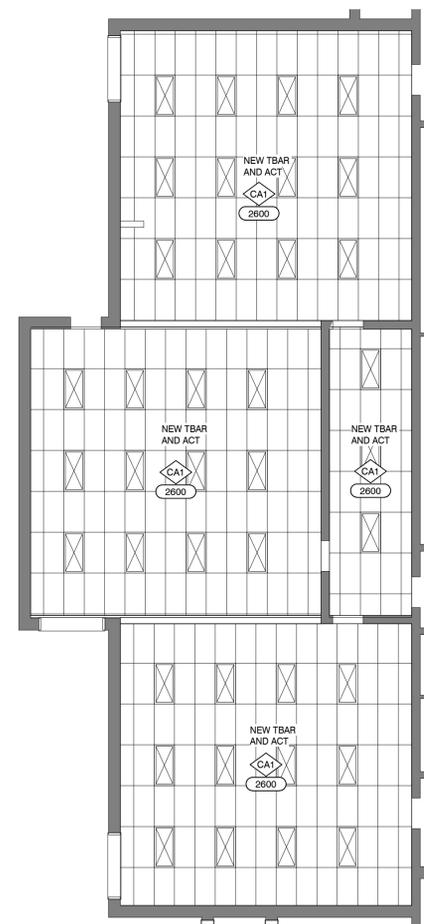
REFLECTED CEILING LEGEND:

- | | | | |
|--|---|--|-------------------------------|
| | REFER TO HORIZONTAL ASSEMBLIES SHEET A003 | | RECESSED LINEAR DIFFUSER |
| | DENOTES CEILING HEIGHT (NOMINAL FROM TOP OF FINISHED FLOOR) | | RECESSED LINEAR FIXTURE |
| | DENOTES UPPER MILLWORK | | RECESSED ACT FIXTURE |
| | SUPPLY AIR DIFFUSER | | PENDANT FIXTURE |
| | EXHAUST GRILLE | | PENDANT FIXTURE |
| | ACCESS PANEL | | PENDANT FIXTURE |
| | RECESSED FIXTURE | | SURFACE MOUNTED LIGHT FIXTURE |
| | WALL MOUNTED LIGHT FIXTURE CENTERED ON VANTY | | PENDANT FIXTURE |
| | SURFACE MOUNTED LIGHT FIXTURE | | RECESSED LINEAR LIGHT FIXTURE |
| | PENDANT FIXTURE | | |

NOTE: REFER TO ELECTRICAL MECHANICAL DRAWINGS AND SPECIFICATIONS FOR MORE INFORMATION

CA1 - ARMSTRONG 823A
CEILING TILES, 610 X 1219

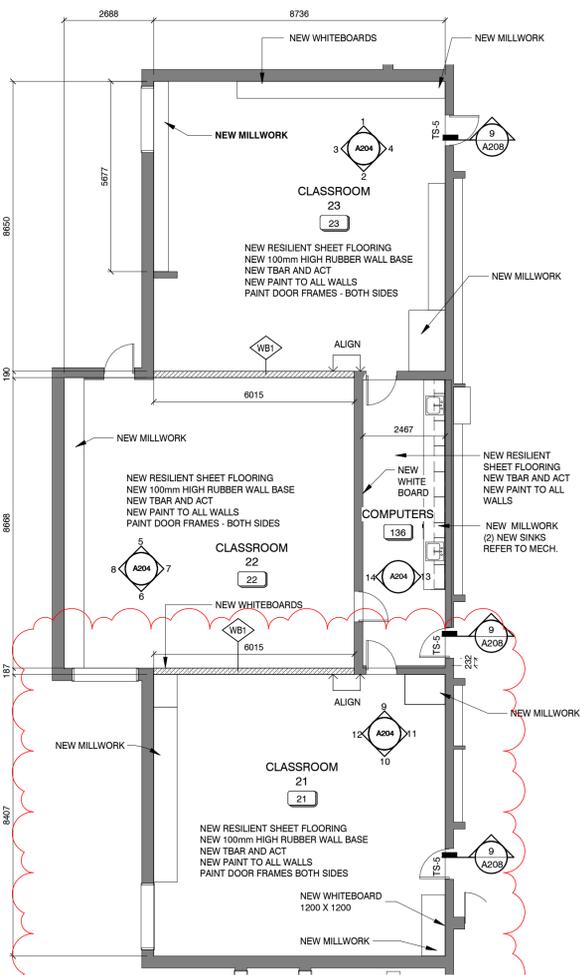
PRELUDE GRID SYSTEM,
SUSPEND FROM STRUCTURE



3 CLASSROOM 21 23 - REFLECTED CEILING PLAN
A202 1:100

RENOVATION NOTES:

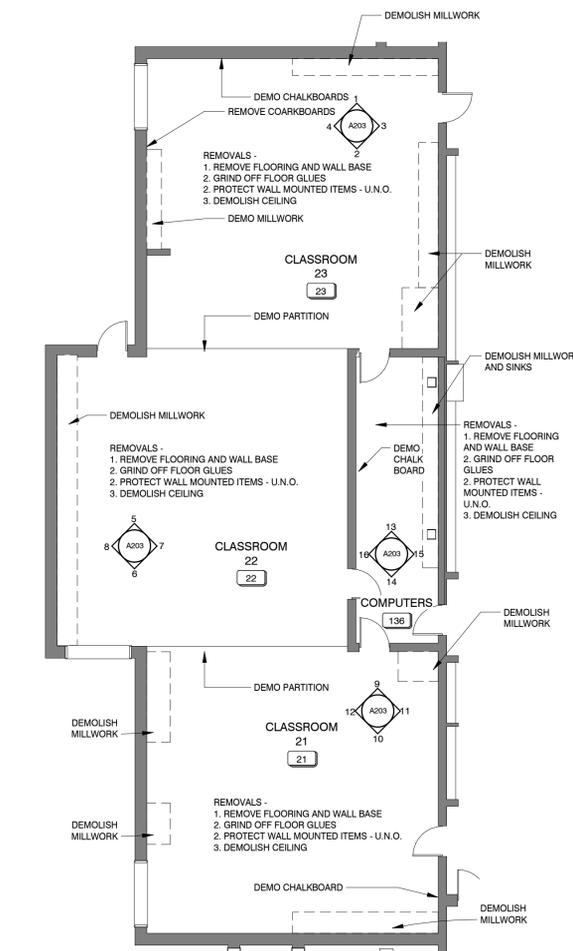
- FILL ALL HOLES IN WALLS.
- MAKE GOOD ALL BLOCK WALL SURFACES PRIOR TO BEGINNING NEW INSTALLATIONS.
- EXISTING ROOM DIMENSIONS ARE ALL APPROXIMATE. VERIFY ON SITE.
- PAINT BOTH SIDES OF DOOR FRAMES.



2 CLASSROOM 21 - 23 - RENOVATION PLAN
A202 1:100

DEMOLITION NOTES:

- CONTRACTOR TO EXAMINE EXISTING CONDITIONS ON SITE AFFECTING DIVISION OF WORK. NO CLAIM FOR PAYMENT SHALL BE MADE FOR EXTRA WORK MADE NECESSARY BY CIRCUMSTANCES ENCOUNTERED DUE TO CONDITIONS WHICH WERE VISIBLE UPON OR REASONABLY INFERRABLE FROM AN EXAMINATION OF THE SITE PRIOR TO SUBMISSION OF THE BID. THIS INCLUDES BUT IS NOT LIMITED TO THE SERVICES ABOVE THE CEILING.
- REMOVE, STORE AND PROTECT MATERIALS AND FIXTURES FOR REUSE OR TURNOVER TO LANDLORD AS INDICATED ON DRAWINGS.
- ELEMENTS OF THE BASE BUILDING, SUCH AS (BUT NOT LIMITED TO) CEILING COMPONENTS, LIGHT FIXTURES, SPEAKERS, ETC. REMAIN THE PROPERTY OF AND SHALL BE TURNED OVER TO THE LANDLORD AND STORED WHERE DIRECTED UNLESS SCHEDULED FOR REUSE AND/OR SHOWN TO BE REMOVED AND RELOCATED UNDER THIS CONTRACT.
- MATCH EXISTING TYPE OF CONSTRUCTION WORKMANSHIP AND FINISHES TO PATCH OR EXTEND EXISTING WORK. CONTRACTOR TO DETERMINE SPECIFICATIONS BY INSPECTION.
- WHERE NEW WORK CONNECTS WITH EXISTING AND WHERE EXISTING WORK IS ALTERED, ALL NECESSARY CUTTING AND FITTING REQUIRED TO MAKE SATISFACTORY CONNECTIONS WITH THE EXISTING WORK SHALL BE PERFORMED UNDER THIS CONTRACT, SO AS TO LEAVE THE ENTIRE WORK IN A FINISHED AND WORKMANLIKE CONDITION. COORDINATE WITH OTHER TRADES TO ESTABLISH EXACT EXTENT OF DEMOLITION REQUIRED.
- HOARDING SCREEN SHALL BE ERECTED WITH MINIMAL NOISE, DUST AND INCONVENIENCE TO ADJACENT OCCUPIED AREAS. HOARDING SCREEN SHALL BE REMOVED UPON COMPLETION AND ANY AND ALL DAMAGED OR BLEMISHED ADJOINING WORK SHALL BE MADE GOOD. PROTECT EXISTING HVAC UNITS FROM CONTAMINATION AND REPLACE FILTERS UPON COMPLETION OF DEMOLITION.
- CONTRACTOR TO PROTECT ALL EXISTING FINISHES TO REMAIN FROM DAMAGE DURING NEW CONSTRUCTION. CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN THE INTEGRITY OF THE BUILDING CORE.
- CONTRACTOR TO PATCH CEILING AND ADJACENT WALLS. ALL STRIPPED SURFACES TO BE LEFT IN SMOOTH CONDITION SUITABLE TO RECEIVE NEW FINISH.
- CONTRACTOR TO REMOVE DEBRIS RESULTING FROM DEMOLITION AND CONSTRUCTION AS SPECIFIED. COORDINATE REMOVAL WITH LANDLORD ON A DAILY BASIS FOR THE DURATION OF WORK.
- UPON COMPLETION OF WORK TOOLS, SURPLUS MATERIALS AND WASTE SHALL BE REMOVED. PROVIDE CLEANUP EQUIPMENT AND LEAVE THE PREMISES IN CLEAN CONDITION.
- THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD, PROPER AND SAFE MEANS OF FIRE EXIT SHALL BE PROVIDED FROM ALL ZONES OF THE BUILDING AT ALL TIMES TO THE APPROVAL OF THE AUTHORITIES HAVING JURISDICTION.
- ALL MATERIALS AND FINISHES WHICH ARE DAMAGED OR DISTURBED DURING THE PROGRESS OF ADDITIONS AND RECONSTRUCTION UNDER THE CONTRACT SHALL BE MADE GOOD.
- REMOVE AND PROPERLY DISPOSE OF ANY AND ALL EXISTING FLOOR FINISHES AND ADHESIVES AND MAKE GOOD EXISTING FLOOR SLAB AS REQUIRED TO ACCEPT NEW FINISHES AS SCHEDULED AND/OR SHOWN ON DRAWINGS.
- PROTECT EXISTING PERIMETER WINDOW BLINDS DURING CONSTRUCTION BY SUITABLE METHODS TO THE APPROVAL OF THE LANDLORD/TENANT COORDINATOR AND THOROUGHLY CLEAN BLINDS UPON COMPLETION OF WORK. IF NO PRACTICAL MEANS OF PROTECTION CAN BE FOUND, THE CONTRACTOR SHALL REMOVE THE EXISTING BLINDS AND STORE WHERE DIRECTED AND REINSTALL WHEN CONSTRUCTION IS COMPLETE.
- PROTECT PERIMETER UNIT VENTILATORS FROM DUST AND DAMAGES. CLEAN INDUCTION UNIT COVERS AND DIFFUSER GRILLES AFTER COMPLETION OF DEMOLITION WORK.



1 CLASSROOM 21 - 23 - DEMOLITION PLAN
A202 1:100

NO	DATE	ISSUE
4	05/03/26	ISSUED FOR ADDENDUM 01
3	13/02/26	ISSUED FOR TENDER
2	23/01/26	ISSUED FOR PERMIT
1	01/12/25	SCHEMATIC DESIGN

**MARTIN
SIMMONS
SWEERS**

200 - 113 Breithaupt Street
Kitchener, ON N2H 5G9
t 519.745.4754 f 519.745.0061

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PROJECT
**AVENUE ROAD P.S.
RENOVATIONS**

40 GAIL ST. CAMBRIDGE, ON

DRAWING
**RENOVATION PLANS -
CLASSROOM 21-23**

DRAWN BY
CM

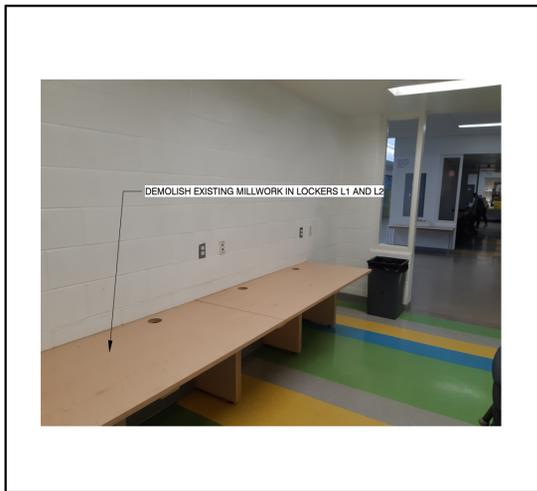
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GP

DATE
FEBRUARY 13, 2026

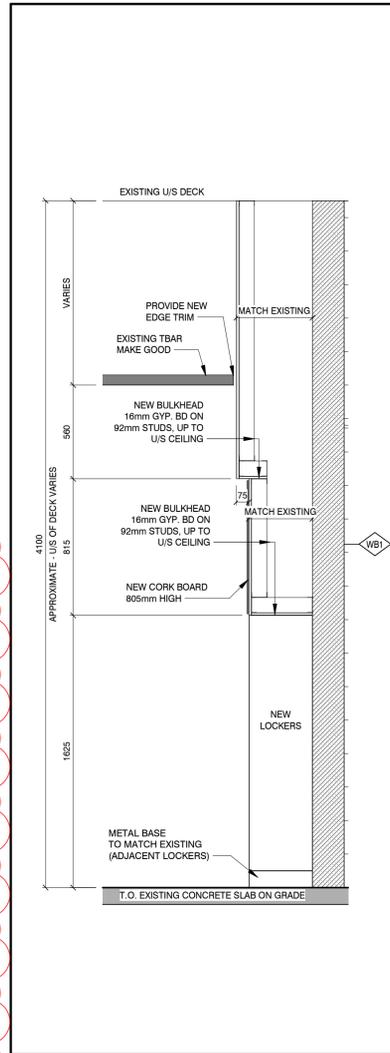
SCALE
AS NOTED

PROJECT NO
A202

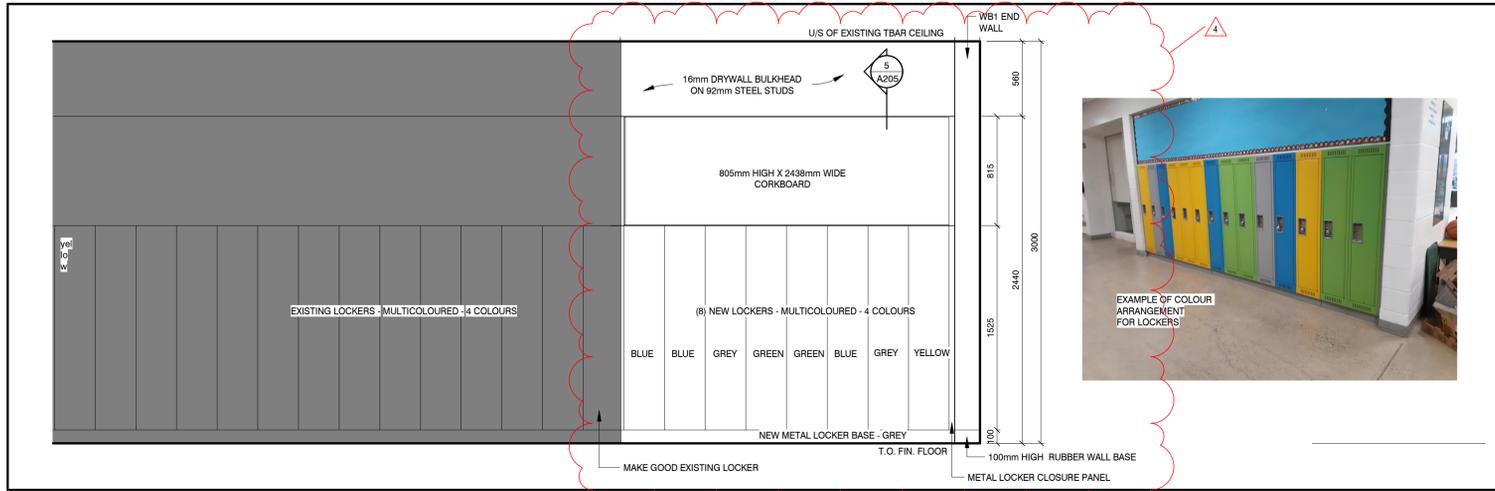
25053



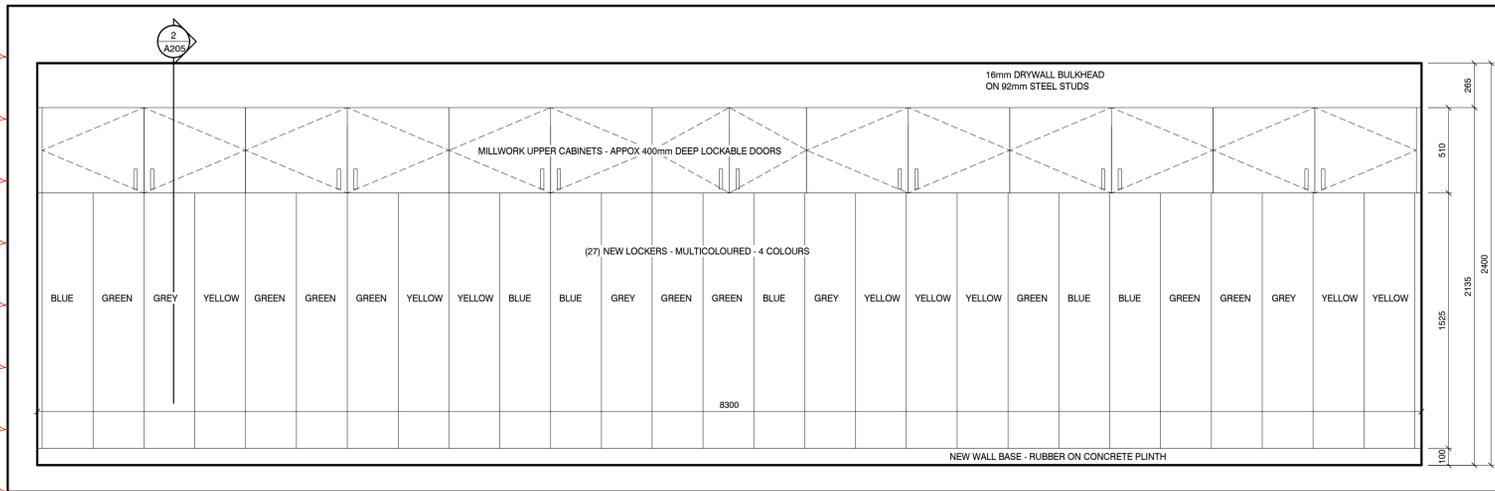
7 EXISTING MILLWORK L1 / L2
A205 1:20



5 SECTION DETAIL - LOCKERS AT CR 13
A205 1:20



6 LOCKER ELEVATION 2
A205 1:25



4 LOCKER ELEVATION
A205 1:20

4	05/03/26	ISSUED FOR ADDENDUM 01
8	13/02/26	ISSUED FOR TENDER
2	23/01/26	ISSUED FOR PERMIT
1	01/12/25	SCHEMATIC DESIGN
DATE	ISSUE	

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PROJECT
AVENUE ROAD P.S. RENOVATIONS

40 GAIL ST. CAMBRIDGE, ON

DRAWING

RENOVATION PLANS

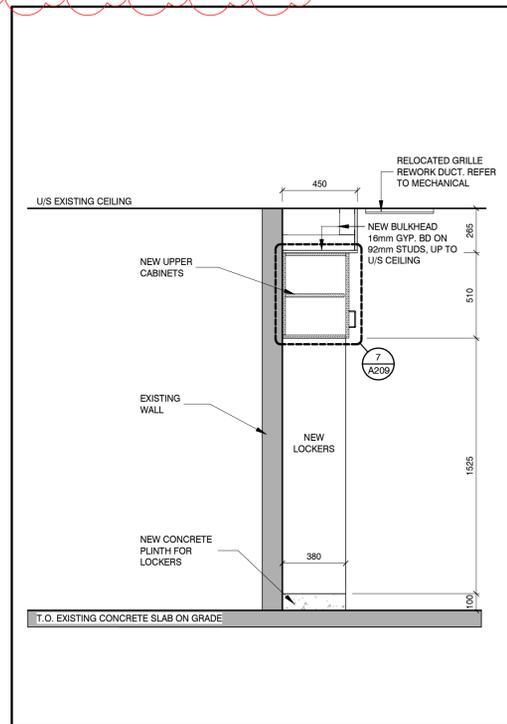
DRAWN BY **CM** CHECKED BY **GP**

DATE **FEBRUARY 13, 2026**

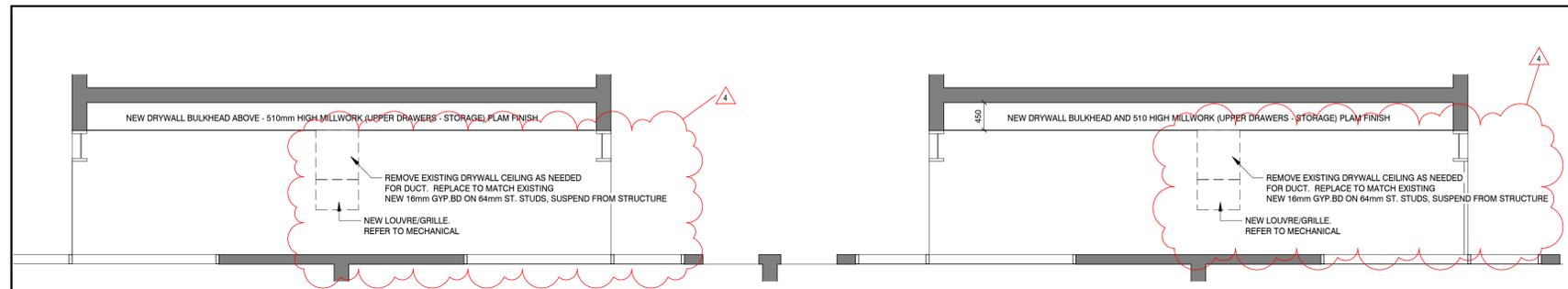
SCALE **As indicated** DRAWING NO.

PROJECT NO. **A205**

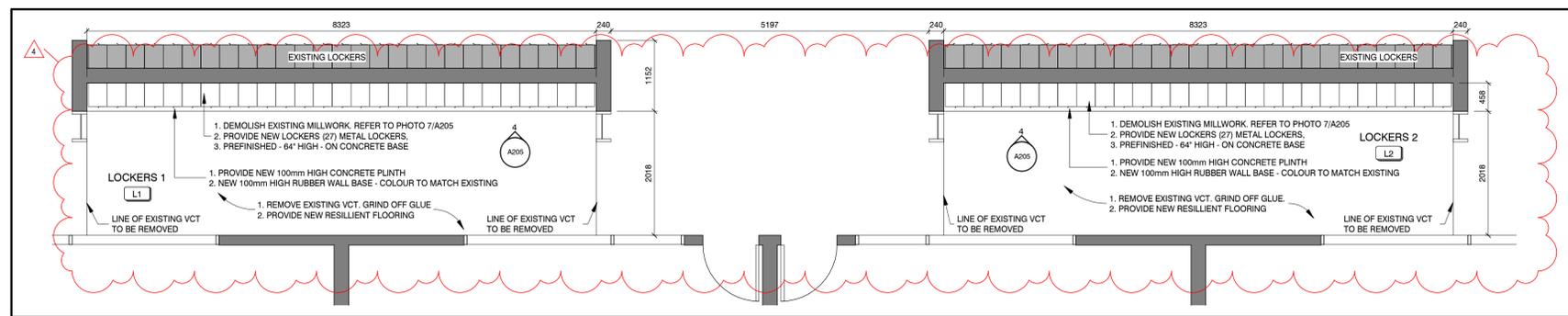
25053



2 LOCKER SECTION DETAIL
A205 1:20



3 NEW LOCKERS - REFLECTED CEILING PLAN
A205 1:50



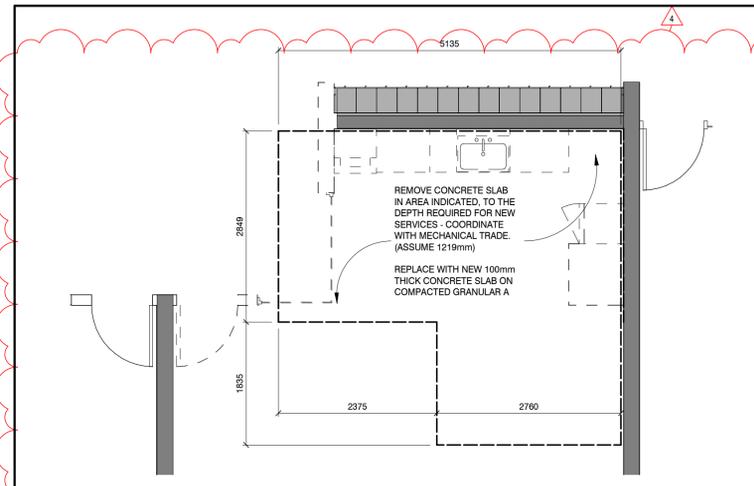
1 NEW LOCKERS - FLOOR PLAN
A205 1:50

REFLECTED CEILING LEGEND:

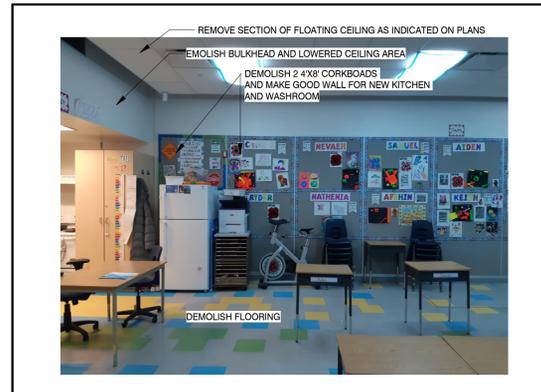
- | | | | |
|---|---|---|-------------------------------|
|  | REFER TO HORIZONTAL ASSEMBLIES SHEET A200 |  | RECESSED LINEAR DIFFUSER |
|  | DENOTES CEILING HEIGHT (NOMINAL FROM TOP OF FINISHED FLOOR) |  | RECESSED ACT FIXTURE |
|  | DENOTES UPPER MILLWORK |  | PENDANT FIXTURE |
|  | SUPPLY AIR DIFFUSER |  | PENDANT FIXTURE |
|  | EXHAUST GRILLE |  | PENDANT FIXTURE |
|  | ACCESS PANEL |  | SURFACE MOUNTED LIGHT FIXTURE |
|  | RECESSED FIXTURE |  | PENDANT FIXTURE |
|  | WALL MOUNTED LIGHT FIXTURE CENTERED ON VANITY |  | RECESSED LINEAR LIGHT FIXTURE |
|  | SURFACE MOUNTED LIGHT FIXTURE | | |
|  | PENDANT FIXTURE | | |

NOTE: REFER TO ELECTRICAL MECHANICAL DRAWINGS AND SPECIFICATIONS FOR MORE INFORMATION

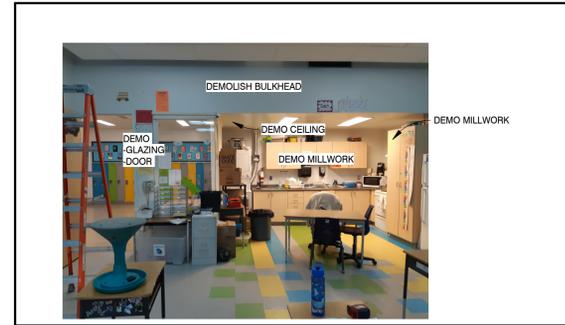
CA1 - ARMSTRONG 823A CEILING TILES, 610 X 1219
PRELUDE GRID SYSTEM, SUSPEND FROM STRUCTURE



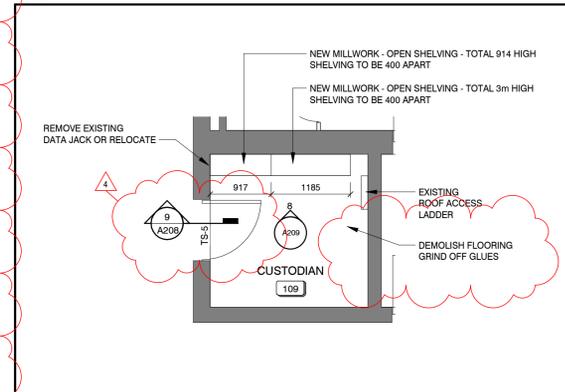
9 FLOOR CUT & REPAIR PLAN - SPECIAL ED 13
A206 1:50



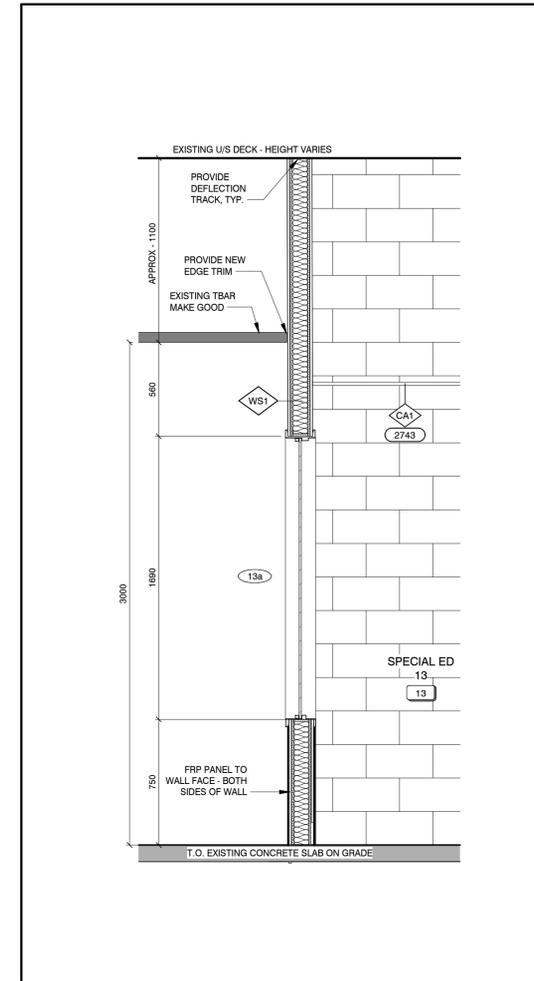
8 SPECIAL ED EAST WALL ELEVATION
A206 1:20



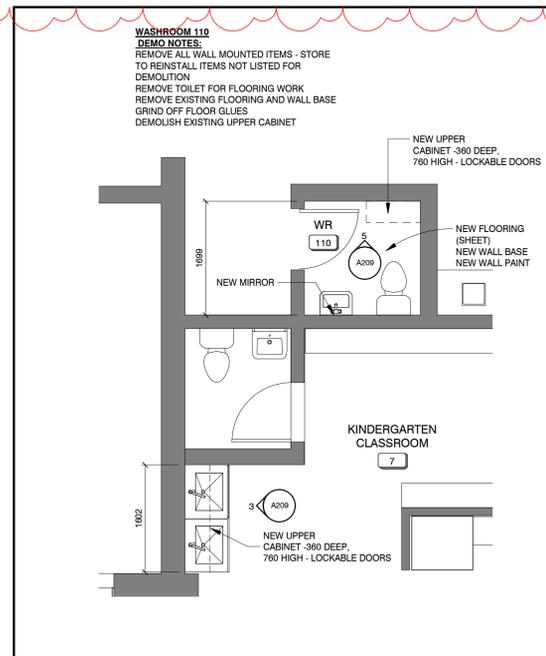
7 SPECIAL ED NORTH WALL ELEVATION
A206 1:20



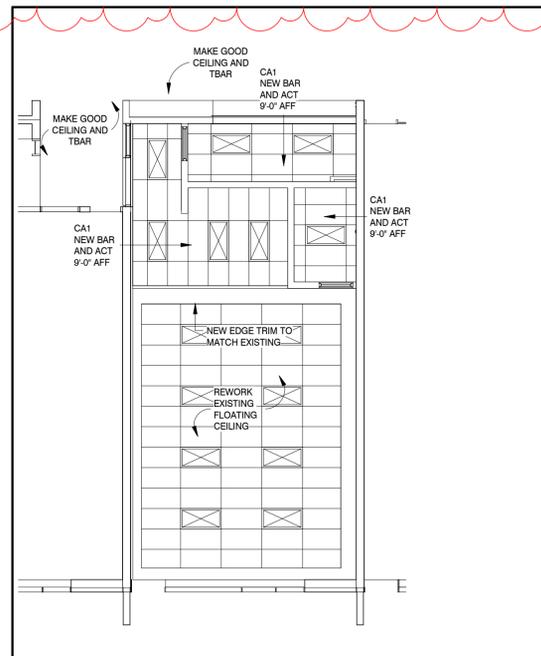
6 RM. 109 RENOVATION PLAN
A206 1:50



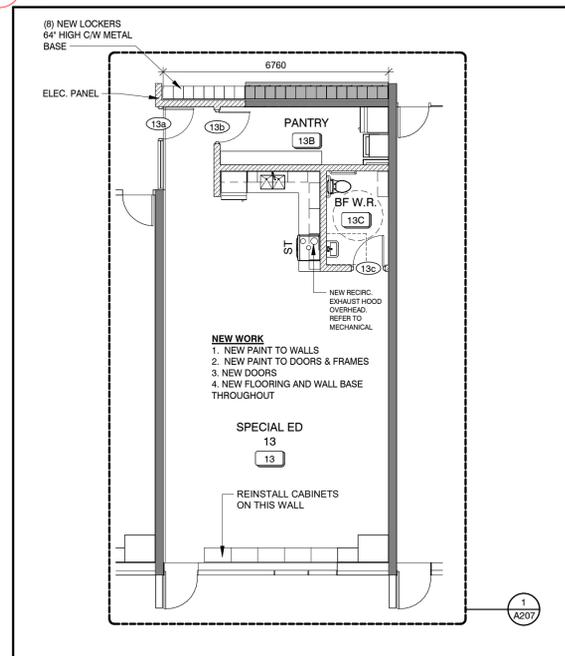
5 SECTION DETAIL - SPECIAL ED 13
A206 1:20



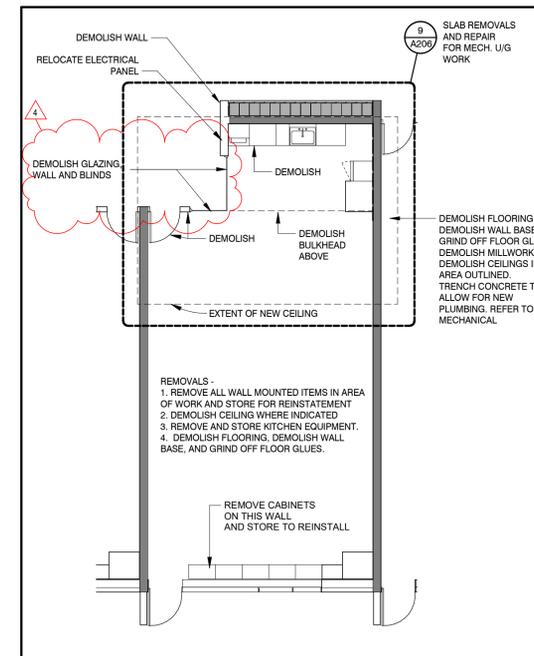
4 RM. 110 & C.R. 7 - RENOVATION PLAN
A206 1:50



3 C.R. 13 - NEW REFLECTED CEILING PLAN
A206 1:100



2 C.R. 13 - RENOVATION PLAN
A206 1:100



1 C.R. 13 DEMOLITION PLAN
A206 1:100

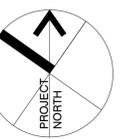
NO	DATE	ISSUE
4	05/03/26	ISSUED FOR ADDENDUM 01
3	13/02/26	ISSUED FOR TENDER
2	23/01/26	ISSUED FOR PERMIT
1	01/12/25	SCHEMATIC DESIGN

**MARTIN
SIMMONS
SWEERS**

200 - 113 Breithaupt Street
Kitchener, ON N2H 5G9
t 519.745.4754 f 519.745.0061

DO NOT SCALE THESE DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND REPORT ANY ERRORS AND/OR OMISSIONS TO THE ARCHITECT /CONSULTANT BEFORE COMMENCING THE WORK.

THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT /CONSULTANT AND ARE NOT TO BE DUPLICATED OR DISTRIBUTED WITHOUT CONSENT FROM THE ARCHITECT /CONSULTANT.



PROJECT
**AVENUE ROAD P.S.
RENOVATIONS**

40 GAIL ST. CAMBRIDGE, ON

DRAWING
**SPECIAL ED ROOM
NO. 13, WR 110, KD 7,
RM. 109**

DRAWN BY
CM

CHECKED BY
GP

DATE
FEBRUARY 13, 2026

SCALE
AS NOTED

DRAWING NO
A206

PROJECT NO
25053

00 72 13 – WRDSB Standard Terms and Condition

1. **Applicable Terms and Conditions**

None of the standard or other terms, conditions, or policies of the Bidder, whether published or otherwise shall be of any effect unless accepted by the WRDSB in writing. This includes, without limitations, terms in publications, website, sales invoice, delivery document as well as those commonly applied by the Bidder. WRDSB's acceptance of goods, equipment or service, acknowledgement thereon or paying invoices shall not imply acceptance of such terms, conditions, or provisions.

2. **Bankruptcy**

If, during the term of the Contract, the Supplier makes an assignment for the benefit of creditors, or becomes bankrupt or insolvent, or makes a proposal to its creditors, the Contract with the Supplier shall immediately be terminated, and the WRDSB shall be entitled to enter into an agreement with another party without the consent of the Supplier.

3. **Basis of Award (Price factor)**

Bidders shall be deemed to have included all costs related to the Work in the Total Price as provided in their Bid, except for items clearly identified as provisional in the Procurement document. In no case shall the invoicing for the entire Work performed exceed the Total Price unless additional Work is ordered by the WRDSB in writing. The unit prices as well as provisional pricing shall be used to invoice the additional or provisional work, as required by the WRDSB. For the purpose of award, the Total Price will be considered as representing the intention of the Bidders and will be used as the basis for comparison of Bids for the price factor.

4. **Bonding Requirements**

Bonding is only required if the project is equal to or greater than \$200,000.00.

Note: The Bidding System has flagged these fields as mandatory. If your bid is less than \$200,000.00, you may upload a pdf document stating: Not Applicable.

i. **Bid Amount**

Bonding requirements are based on the total base bid amount INCLUSIVE of ALL applicable taxes.

ii. **Bid Deposit Bond & Agreement to Bond**

Bid submissions must be accompanied by a bid deposit in the form of a digital Bid Bond in an electronically verifiable and enforceable (e-Bond) format in the amount of 10% of the total base bid (inclusive of HST) made payable to the Waterloo Region District School Board as surety that, if the Bid is accepted, a Contract will

be entered into for the proper performance of the work. For more information, contact your surety company or visit the Surety Association of Canada website.

Bid Submissions must be accompanied by an Agreement to Bond in the form of a digital Bond in an electronically verifiable and enforceable (e-Bond), completed and executed by the Bidder's Surety, assuring the successful Supplier shall provide for a Performance Bond for 50% of the total Contract Price, and a Labour and Material Payment Bond for 50% of the total Contract Price.

Bidders shall upload their digital Bid Deposit Bond and Agreement to Bond separately to the Bidding System, in the bid submission files labeled "Bid Deposit Bond" & "Agreement to Bond". If both Bonds are within one (1) document, upload it in both files. All instructions and details for accessing authentication shall be included with the digital Bonds uploaded in the Bidding System. Do not include and/or upload Performance Bond and Labour and Materials Bond in this section.

Bids that do not contain the bid deposit(s) in the required amount will be declared non-compliant and will be rejected. A scanned PDF copy of bonds or original certified cheque, bank draft, money order, etc. are not acceptable as Bid deposit and will result in your Bid being rejected.

The bid deposit of the Bidder whose submission is accepted shall be forfeited by the Bidder should the Bidder fail to execute a Contract or provide the necessary documents as required within this Procurement document (including but not necessarily limited to: signed agreement, satisfactory security, insurance certificate, appropriate Workplace Safety and Insurance Board letter of clearance certificate) within the time stipulated as a written notice from the WRDSB.

For bid amounts where Bonding is not requested, the Awarded Bidder agrees to pay to the WRDSB the difference in costs between the bid submitted and the final contract should the Awarded Bidder fail to either execute or deliver the contract documents in accordance with the Procurement within seven (7) calendar days of written notification of the award of the contract.

iii. Performance and Labour & Materials Bonds

For bid amounts where bonding is required, inclusive of all taxes, the Supplier shall provide a digital Bid Performance and Labour and Materials Bond in an electronically verifiable and enforceable (e-Bond) format in the amount(s) of not less than 50% Performance Bond and a 50% Labour and Materials Bond of the total Contract Price made payable to the Waterloo Region District School Board as surety that, if the Bid is accepted, a Contract will be entered into for the proper performance of the work and extends protection to Subcontractors, Suppliers,

and any other persons supplying labour or materials to the Project. For more information, contact your surety company or visit the Surety Association of Canada website.

If the Supplier fails to provide a performance bond and/or labour and materials bond when requested, the WRDSB may declare the bid deposit forfeited, and the Bidder will be held responsible for any increased costs or damages incurred by the WRDSB. Any Bidder who fails to provide all required documents within the timelines provided or otherwise fails to enter into an agreement with the WRDSB upon notice of being the Supplier may be subject to future bidding constraints by the WRDSB.

Performance bond shall guarantee all conditions as set out in the contract, including proper execution of the work and for all matters for which the Supplier is responsible for throughout the two (2) year period of maintenance and warranty.

Any costs associated with performance bond are the responsibility and cost of the Bidder.

Bonds must be submitted through the Bidding System within seven (7) calendar days of receiving the Intent to Award.

5. Business Code of Conduct for Board Employees

The WRDSB will not knowingly purchase goods and/or services from Suppliers who operate in contravention of local and international laws. If a product and/or service supplied to the WRDSB is discovered to be in contravention, the WRDSB reserves the right to rectify the issue with the Supplier, including the cancellation of the contract.

The WRDSB expects that all employees and Suppliers act within the parameters of the in Administration Procedure 4360 PRINCIPLES OF BUSINESS CONDUCT FOR BOARD EMPLOYEES. Click [here](#) to access the WRDSB's Administrative Procedures, Section 4000 – Business Services.

6. Code of Conduct for Suppliers

These Guidelines cover any contractor, supplier, consultant, business, firm, company or individual doing work, providing a service or delivering goods on any Waterloo Region District School Board property, as well as the Supplier's employees, subcontractors, agents, consultants, and others on site in connection with the Supplier's work or at the Supplier's express or implied invitation.

- i. **Courtesy and Respect:** all Suppliers and their employees must conduct themselves in a manner that is lawful, courteous, respectful, businesslike, and free of bias to the WRDSB, its officer, employees, students, guests, or visitors.
- ii. **Language and Behavior:** Suppliers and their employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Rough housing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on WRDSB property are not permitted under any circumstance.
- iii. **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by any Supplier or Supplier's employee is prohibited. Offenders will be removed from WRDSB property and/or reported to the local Police Department.
- iv. **Smoking:** Suppliers and their employees are not permitted to smoke on WRDSB property, in or near any buildings.
- v. **Fraternization:** Suppliers and their employees may not fraternize or socialize with WRDSB students or employees.
- vi. **Appearance:** Suppliers and their employees, where applicable, are required to wear appropriate Personal Protective Equipment (PPE), work wear, hard hats and safety footwear high-visibility clothing, while on WRDSB property. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols, or graphics. WRDSB has the right to decide if such clothing is inappropriate.
- vii. **Identification:** contracted suppliers and their employees are required to wear branded attire of the company they work for when on WRDSB property.
- viii. **Vehicles and Driving on WRDSB Property:** Vehicles must clearly indicate the Supplier's company name, identifier number and telephone number. It must be readable from 8 meters (25 feet) away. Vehicles including movable Equipment/Machinery must not enter, leave or drive on WRDSB premises during nutritional breaks, before and after school hours, or anytime there are students or staff outside of the building.
- ix. **Reporting:** The Supplier is required to report any matter involving a violation of these rules of conduct, any matter involving health or safety, including any altercations, to WRDSB Facilities staff.

The Supplier is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, the Supplier will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person

responsible from the school premises and prohibited actions could result in the termination of any contract or agreement with WRDSB.

7. Compliance with Laws, Acts and Regulations

Suppliers shall abide by all applicable municipal, provincial and federal laws, as well as WRDSB Policies. Some of the applicable laws are highlighted below for information purposes only. In case of any discrepancy between this Procurement Document and the provision of applicable laws, the latter shall prevail. This list is not intended to be a comprehensive summary of relevant laws or be a complete list of applicable regulations or interpretation of the provisions of any laws

- i. Accessibility for Ontarians with Disabilities Act (AODA)
- ii. Architect Act
- iii. Bill S-211 Fighting Against Forced Labour and Child Labour in Supply Chains Act
- iv. Broader Public Sector Accountability Act, 2010
- v. Building Ontario Businesses Initiative (BOBI) Act, 2022
- vi. Canada Revenue Agency (CRA) regulations
- vii. Confidentiality Acts (MFIPPA, PIPEDA etc.)
- viii. Construction Act
- ix. Education Act
- x. Occupational Health and Safety Act
 - a. Ontario Regulation 157/25, Section 27.1.
This regulation requires Constructors to have a defibrillator (AED) on construction projects with 20 or more regularly employed workers (effective January 1, 2026), and ensure a worker trained in CPR/AED operation is present at all times.
- xi. Supply Ontario: Supply Chain Management Act (Government, Broader Public Sector and Health Sector Entities), 2019, S.O. 2019, c. 15, Sched. 37
- xii. Trade Agreements (CETA/CFTA etc.)
- xiii. Workplace Safety and Insurance Act (WSIB)
- xiv. [WRDSB Procurement Services Policies website](#)
- xv. [WRDSB Policies and Procedures](#)

Non-compliance with provincial and/or federal laws, or WRDSB Policies may result in rejection of the Bidder's Bid submission and/or termination of Contract.

Bidders should make themselves aware of provisions in all applicable provincial and federal laws as well as WRDSB policies and ensure full compliance. Non-compliance may result in rejection of Bid and/or termination of Contract.

The Supplier(s) will be required to comply with all applicable federal, provincial laws as well as WRDSB policies in performing its obligations under the Contract including, without limitation, the Occupational Health and Safety Act, as amended, and the Workplace Safety and Insurance Act, 1997, as amended, and Accessibility for Ontarians With

Disabilities Act, 2005, S.O. 2005, c.11, Accessibility Standards for Customer Services O. Reg. 429/07 requirements, under the Accessibility for Ontarians With Disabilities Act, 2005, as amended, or any successor legislation applicable, and to provide to the WRDSB, upon request, periodic reports and evidences confirming such compliance.

By supplying the goods or equipment and/or providing services, the Supplier warrants that the goods or equipment supplied, and services provided to the WRDSB conforms in all respects to the standards and codes set forth by federal and provincial agencies. Failure to comply with this condition will be considered a breach of this Contract.

The obligations of the parties and resolutions of any disputes shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada, including the Construction Act, as to interpretation and performance, and shall be treated, in all respects, as an Ontario contract. The parties shall attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

8. Confidential Information, MFIPPA, and PIPEDA

All information and documentation provided by the WRDSB or to the WRDSB in connection with this Procurement, before or after the issuance of this Procurement is the sole property of the WRDSB and shall be treated as confidential, subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Bidders shall identify any confidential information in their Bid Submission. The WRDSB will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any other disclosure requirements imposed by law or by order of a court or competent tribunal. Bidders are advised that their Bid submissions may be disclosed, on a confidential basis, to advisers retained by the WRDSB to advise or assist with the Bid process, including the evaluation of Bid submissions.

Bidders should be aware that when submitting a Bid, the name, title, and contact information will be made public upon request. Under MFIPPA, and as a record of the WRDSB, the Bid prices submitted and agreed to under contract with the WRDSB can also be made available through a Freedom of Information request. Bidders will be notified regarding requests for any other information submitted in a Bid; information may be disclosed to a requester in whole or part unless otherwise considered exempt from disclosure under MFIPPA.

The Supplier represents and warrants that if it is or becomes subject to any private sector privacy legislation during the Term it will be solely responsible for compliance with such legislation. Without limitation, the Supplier represents and warrants that if it is subject to the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c.5, including any further amendments thereto (PIPEDA):

- i. it and all the Supplier's Subcontractors shall ensure the PIPEDA compliance of all PIPEDA Protected Information it collects directly from individuals or indirectly from the WRDSB, uses or discloses while performing their obligations under this Agreement; and,
- ii. without limitation, it shall ensure the PIPEDA compliance of all PIPEDA Protected Information it transfers or discloses to the WRDSB.

9. Confirmation to Proceed

No work shall commence until the WRDSB has issued a purchase order and/or contract, if applicable to the Supplier. Goods/Service or Work as described shall not commence until all the required documents have been submitted to Procurement Services and the Form of Agreement and/or the CCDC 2 - 2020, if applicable, are executed by the Supplier and the WRDSB. For payment purposes, a Purchase Order shall be generated and issued to the Supplier. The Purchase Order number must appear on all invoices to ensure prompt payment.

10. Conflict of Interest

By submitting a Bid, the Bidder confirms that they have no conflict of interest with respect to other work and/or other clients. The Bidder shall ensure that all subcontractors, subconsultants and suppliers also have no conflict with respect to other work and/or other clients.

The Supplier, subcontractors and sub-suppliers and any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall not engage in any activity or provide any services where such activity or the provision of such services creates a conflict of interest (actually or potentially, in the sole opinion of the Owner) with the provision of the Work pursuant to the Contract. The Supplier acknowledges and agrees that a conflict of interest, as described in this section includes, but is not limited to, the use of Confidential Information where the Owner has not specifically authorized such use.

The Supplier shall disclose to the Owner, in writing, without delay, any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest, including the retention of any Subcontractor or Supplier that is directly or indirectly affiliated with or related to the Supplier.

The Supplier covenants and agrees that it will not hire or retain the services of any employee or previous employee of the Owner where to do so constitutes a breach by such employee or previous employee of the Owner's conflict of interest policy, as it may be amended from time to time, until after completion of the Work/Services under the Contract.

It is of the essence of the Contract that the Owner shall not have direct or indirect liability to any Subcontractor or Supplier, and that the Owner relies on the maintenance of an arm's-length relationship between the Supplier and its Subcontractors and Sub-suppliers. Consistent with this fundamental term of the Contract, the Supplier will not enter into any agreement or understanding with any Subcontractor or Supplier, whether as part of any contract or any written or oral collateral agreement, pursuant to which the parties thereto agree to cooperate in the presentation of a claim for payment against the Owner, directly or through the Supplier, where such claim is, in whole or in part, in respect of a disputed claim by the Subcontractor or Supplier against the Supplier, where the payment to the Subcontractor or Supplier by the Supplier is agreed to be conditional or contingent on the ability to recover those amounts or a portion thereof from the Owner, failing which the Supplier shall be saved harmless from all or a portion of those claims. The Supplier acknowledges that any such agreement would undermine the required arm's-length relationship and constitute a conflict of interest. For greater certainty, the Supplier shall only be entitled to advance claims against the Owner for amounts pertaining to Subcontractor or Supplier claims where the Supplier has actually paid or unconditionally acknowledged liability for those claims or where those claims are the subject of litigation or binding arbitration between the Subcontractor or Supplier and the Supplier has been found liable for those claims.

A breach by the Supplier, any of the Subcontractors, Sub-suppliers or any of their respective advisors, partners, directors, officers, employees, agents, and volunteers shall entitle the Owner to terminate the Contract, in addition to any other rights and remedies that the Owner has in the Contract, in law, or in equity.”

11. Construction Act Guidelines

For Work that is governed by the provisions of the Construction Act, the Construction Act shall apply where applicable including in respect to release of 10% holdback, 2% deficiency holdback, adjudication, and the provision of security.

12. Criminal Background Checks and Collection of Personal Information

The WRDSB must comply with Ontario Regulation 521/01 (Collection of Personal Information) of the Education Act with respect to criminal background checks and offence declarations.

If required by the WRDSB, the Supplier will provide to the WRDSB, or designate, a Criminal Background check for pertinent individuals covering offences under the Criminal Code, the Controlled Drugs and Substances Act, and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System.

An Offence Declaration on a WRDSB-approved form for every employee of the Supplier who may come in direct contact with WRDSB staff and/or students on a regular basis at any WRDSB site prior to the occurrence and on or before September 1 each year

thereafter may be required. Updated Offence Declarations may be required annually. The WRDSB will determine in its sole discretion whether this is a requirement.

Termination of contracts may be the result of non-compliance to this requirement.

13. Damage Responsibility of Supplier

The Supplier, their agents and all workers and persons employed by them or under their control, shall use due care that no person or property is injured and that no rights are infringed in the prosecution of the work, and the Supplier shall be solely responsible for all damages by whomsoever claimable in respect of any injury to persons or to lands, buildings, structures, utilities, survey markers, fences, livestock, trees, crops, roads, ways, ditches, drains and in watercourses, whether natural or artificial, or property or whatever description and in respect of any infringement of any right, privilege or easement whatever occasioned in the carrying on of the work or any part thereof, or by any neglect, misfeasance or nonfeasance on the Supplier's part or on the part of any of his agents, workers and persons employed by them or under their control shall bear the full cost thereof and shall at his own expense make such temporary provisions as may be necessary to ensure the avoidance of any such damage, injury or infringement.

The Supplier shall indemnify and save harmless the WRDSB from and against all claims, demands, loss, costs, damages, actions suits or other proceedings by whomsoever made, brought, or prosecuted in any manner based upon, occasioned by, or attributed to any such damage, injury, or infringement.

Notwithstanding the indemnity provisions contained in this section, where in the opinion of the WRDSB Representative the Supplier has failed to rectify any damage, injury or infringement or has failed to adequately compensate any person for any damage, injury or infringement for which the Supplier is responsible under the Contract, the WRDSB, following notice in writing to the Supplier of his intention so to do, may withhold payment of any monies due to the Supplier under this or any other Contract until the Supplier has rectified such damage, injury or infringement or has paid adequate compensation for such damage, injury or infringement.

14. Damage Reporting

If a utility structure or device, utility cable/conduit, or utility related infrastructure is damaged, the Supplier shall notify the WRDSB representative the same working day of any service disruption or damage and the Supplier will immediately notify the utility company to initiate repair. The Supplier will additionally make every reasonable effort to advise impacted resident(s) of a service disruption.

It is understood that all damage caused by workers engaged in the work under these specifications will be repaired by the Supplier and at the Supplier's sole expense. Damaged turf areas will be levelled and seeded, all horticultural planting damaged beyond repair will be replaced and any damage to structures, utilities, signs, light fixtures, landscape furniture, irrigation systems etc. will be repaired or replaced. Repair work will

be carried out by skilled workers acceptable to the WRDSB representative. All repairs and replacements will be approved by a WRDSB representative prior to final payment.

15. Debriefing Requests

For procurements valued at \$121,200 or more, and in accordance with the Broader Public Sector Procurement Directive, unsuccessful Bidders are entitled to a debriefing to receive feedback with respect to their Bid submission. To obtain a debriefing, Bidders shall contact the Single Point of Contact listed in this Procurement Document in writing with their request within sixty (60) calendar days of the award notification.

16. Default

If the Supplier fails to properly, promptly, and fully carry out the Work required by these documents, the WRDSB reserves the right to notify the Supplier to discontinue all Work under this Contract, to advertise for new Bids or carry out the Work in any way as the WRDSB may, in their sole discretion, deem best.

The Supplier further agrees to indemnify and save harmless the Indemnified Parties from all loss, damage, liability, cost, charge, or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

17. Delay Claims

The Supplier shall be responsible for all deliverables including lead times. The bidder shall include in their bid price any costs associated with an extended schedule beyond the stated substantial completion date due to delayed deliveries of items. Cost is to be inclusive of any afterhours work required due to the school being occupied by staff and students during the school year until completion.

The WRDSB will not accept or consider any "delay claim" requests for delayed deliverables outlined in the tender documents.

18. Delivery and Transportation Charges

Unless otherwise specified under the Special Provisions and/or Scope of Work and Deliverables sections of this document, prices documented shall be net prices including transportation and delivery charges fully paid by the Supplier and Free On Board (FOB) Destination, Freight Prepaid (any/all WRDSB locations).

19. Designated Substances

The Occupational Health and Safety Act of Ontario (OHSA) allow for certain toxic substances to be especially designated. The OHSA defines a designated substance as "a biological, chemical, or physical agent or combination thereof prescribed as a designated substance to which the exposure of a worker is prohibited, regulated, restricted, limited, or controlled". Ontario Regulation 490/09 - Designated Substances (O.Reg. 490/09), made under the Occupational Health and Safety Act outlines required steps to control exposure of workers to designated substances. Under O. Reg. 490/09 there are eleven (11)

designated substances: acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanates, lead, mercury, silica and vinyl chloride. This regulation applies to every employer and worker at a workplace where the designated substances are present, produced, processed, used, handled or stored and at which a worker is likely to be exposed to the designated substance.

i. Asbestos

Asbestos-containing material (ACMs) were identified during the completion of the Asbestos Audit Update Report (AAU), prepared by WRDSB retained consultants. Each facility was surveyed, and if applicable, an AAU Report is available, refer to attached, Appendix 01 35 34A. If these materials, including those deemed or suspected, will be disturbed, or will likely be disturbed, during building maintenance, renovations, construction, or demolition activities, they must be handled and disposed of in accordance with the procedures prescribed by O. Reg. 278/05.

Should the Supplier encounter asbestos, not noted in the above AAU Report, which would be disturbed during the course of the Work they should stop the work in that immediate area and report the same to the WRDSB Contact.

All asbestos work must be conducted by Suppliers approved by the WRDSB, who are trained in the type of asbestos operations required and should be overseen by a qualified third-party Health, Safety and Environmental professional. To conduct Type 3 asbestos operations, Suppliers must be certified as Asbestos Abatement Workers AAW (Trade code 253W) and Asbestos Abatement Supervisors AAS (Trade code 253S) by The Ministry of Training, Colleges and Universities as prescribed by Section 20 of O. Reg. 278/05.

Unless otherwise specifically covered by Cash Allowance or Contingency Allowance for known asbestos materials, include in this contract for the removal under abatement, in compliance with O. Reg. 278/05, of all known asbestos containing materials, as identified in the audit, within 0.6 meter (2'-0") of all new services, materials, and equipment, and/or as required to complete the work. No claims for extra cost will be accepted for areas known to contain asbestos containing materials.

ii. Lead

Lead was historically used in mortar pigments, ceramic glazing; plumbing solder, electrical equipment and electronics solder, in pipe gaskets as packing in cast iron bell and spigot joints of sanitary drains, flexible plumbing connections, flashing panels, acoustical dampeners, phone cable casing and some architectural applications. The assessment of lead for this assignment was limited to paint on interior and exterior surfaces which may be disturbed during the Work.

Preliminary paint, coatings or materials were collected within the work area to determine if lead-containing paints, including lead-based paints, are present. The analytical results, if applicable, including the location marked on the floor plans are available, refer to attached, Appendix 01 35 34B.

Should the Supplier encounter paint and coatings, not sampled, that would be disturbed during the course of the Work, they should stop the work in that immediate area and report the same to the WRDSB Contact.

Unless otherwise specifically covered by Cash Allowance or Contingency Allowance for known lead-containing paint and coatings, include in this contract for the removal or disturbance of lead-containing materials, must be completed in compliance with "Lead on Construction Projects" guideline (April 2011). No claims for extra cost will be accepted for lead-containing paint or coatings in identified areas.

The classification of typical lead-containing construction tasks is based on presumed airborne concentrations obtained from the U.S. Occupational Safety and Health Administration (OSHA), the Ontario Ministry of Labour, and published research studies. The classification of Type 1, Type 2, or Type 3 operations are grouped based on the following concentrations of airborne lead

Supplier shall inform all workers of the presence of paint finishes that are lead containing. Disturbance of lead-containing materials, paints or surface coatings shall be conducted in accordance with the procedures outlined in the Environmental Abatement Council of Canada (EACC) "Lead Guideline" (October 2014) and/or the Ministry of Labour (MOL) "Lead on Construction Projects" guideline (April 2011). The extent of procedures required depends on the type of work to be conducted. Waste to be handled and disposed of in accordance with O.Reg. 347.

iii. Mercury

Mercury is typically used in building service applications such as thermometers, barometers, thermostats, gauges, electrical switches, and lighting products including fluorescent light bulbs and a variety of High Intensity Discharge (HID) lamps as mercury vapour, metal halide and high pressure sodium lamps. Lamps and other devices that require demolition are to be handled with care and kept intact to avoid potential exposure. Any mercury-containing lamps or other equipment that are demolished are to be recycled. Waste to be handled and disposed of in accordance with O.Reg. 347.

iv. Silica

Silica is present in rock, stone, soil, and sand. Masonry products such as concrete block, brick, and mortar, as well as concrete and associated products contain silica.

Due to its ubiquitous nature, silica was historically used in a wide variety of building materials and is still used today in new construction.

All work involving the demolition silica-containing materials shall follow the procedures outlined in the MOL "Silica on Construction Projects" guideline. Type 1 operations may be necessary based on the type of work conducted and the Supplier shall implement dust suppression methods and protect workers.

v. Other Designated Substance

In addition to asbestos and/or lead, silica, and mercury are present in all WRDSB facilities. New construction, renovation, or alterations require compliance by the Supplier with the applicable legislation. Other designated substances (i.e., acrylonitrile, arsenic, benzene, coke oven emissions, isocyanates, ethyl oxide, and vinyl chloride) are not encountered in WRDSB facilities as significant constituents or in a form that would represent an exposure concern.

20. Dispute Resolution

All disputes arising out of or in connection with this Contract, or in respect of any legal relationship associated with or derived from this Contract, other than with respect to the WRDSB's right to terminate this Contract, shall first be mediated pursuant to the [National Mediation Rules of the ADR Institute of Canada, Inc.](#) Despite this agreement to mediate, the Supplier or the WRDSB may apply to a court of competent jurisdiction or other competent authority for interim measures of protection at any time. All disputes remaining unsettled after mediation shall be arbitrated and finally resolved before a single arbitrator pursuant to the National Arbitration Rules of the ADR Institute of Canada, Inc. The place of mediation and arbitration shall be Toronto, Ontario, Canada. The language of the mediation shall be English.

21. Duty to Disclose Change of Control

If the Supplier undergoes a change in control, the Supplier shall immediately disclose such change in control to the Designated Representative and shall comply with any terms and conditions subsequently prescribed by the WRDSB resulting from the disclosure.

22. Electrical Safety Requirements

All electrical equipment and components must be C.S.A., or Electrical Safety Association (E.S.A.) certified. A certification sticker must be affixed to the equipment in a visible location.

23. Emergency and Maintenance

The care of the Works until completed, delivered to and accepted by the WRDSB, rests solely with the Supplier who shall assume all risk of damage to the work.

For emergency and maintenance measures, the name, address, and telephone number of a responsible official of the contracting firm shall be given to the WRDSB's contact person in charge of the project, if requested. This official shall always be available and have the necessary authority to mobilize workers and machinery and to take any action as directed by the WRDSB in the event emergency or maintenance measures are required, although the emergency or requirement of maintenance may have been caused by the Supplier's negligence, Act of God, or any cause whatsoever.

Should the Supplier be unable to carry out the required immediate remedial measures, the WRDSB may carry out the necessary repairs and the costs for this work shall be deducted from payments due to the Supplier.

24. Equivalents and Alternatives

24.1 Equivalents or Brands Names

24.1.1 Any reference to a brand name or a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing required performance and quality levels of the product to be supplied, unless specified otherwise.

- 24.1.2 No reference to the brand name of a particular manufacturer shall be construed to restrict Bidders to that manufacturer. Bidders are invited to Bid equivalent and comparable equipment or items of any manufacturer, pending approval from the WRDSB in the form of an Addendum. It is the Bidder's responsibility to demonstrate that the item meets the specifications.
- 24.1.3 Bidders shall request through the Bidding System by clicking on the "Submit a Question" button found within the bid details page of that Procurement that a proposed product be considered an approved equivalent prior to the Deadline for Questions in the Anticipated Project Schedule. Upon receipt of a request, the WRDSB will respond by providing further instructions where you may submit documentation.
- 24.1.4 The response must include enough detail to determine equivalency by comparing the WRDSB's specifications to the equivalent product. It will not be the WRDSB's responsibility to make this comparison.
- 24.1.5 The WRDSB/ Consultant may, depending on the nature of the product request site visits within a reasonable distance (preferable within 100 km of the WRDSB) showing product and installation based on a certain age, minimum 18 months in use, room use, room size, etc. based on same or similar purpose as described in this Procurement.
- 24.1.6 The WRDSB/Consultant will endeavor to complete a review and decide prior to the Closing Date, and, if required, the WRDSB reserves the right to extend the Closing Date to complete its review. However, in the event additional time is required beyond a suitable extension to the Closing Date, the request will be pending until the product is thoroughly vetted, therefore, it may not be approved for this Procurement.
- 24.1.7 If the WRDSB is willing to consider the product with its differences, it will be communicated in the form of an Addendum prior to the Closing Date.
- 24.1.8 The cost of any testing requirements to establish acceptable equivalent or comparable products will be borne by the Bidder, unless otherwise stated by the WRDSB.

24.2 Alternatives and Substitutions

- 24.2.1 After Contract Award, the Contractor may submit an alternate material or piece of equipment to the Consultant and Owner for review. An Alternate will only be evaluated and considered acceptable if it meets the intent of the original design and specifications, and where there is a credit or no additional cost to the Owner. The Specification Sections contain pertinent performance criteria, quality, function and requirements for materials and methods to achieve work described.
- 24.2.2 Material or equipment of equal or better performance and quality may be offered in substitution for those specified. Requests for review of substitute items of material and equipment will not be accepted by the Consultant from anyone other than the Contractor. All requests for substitution must be accompanied by a detailed listing of the expected cost savings to the Owner.

24.2.3 Substitutions will not be considered when they are indicated or implied on Shop Drawings or product data submittals without a separate written request.

24.2.4 Requests for substitution shall include any request for changes from the Contractor that require significant design changes, redesign, or significant design reviews.

A request for substitution constitutes a representation that the Contractor:

- i. Has investigated the proposed product and determined that it meets or exceeds the quality level of the specified product.
- ii. Will provide the same warranty for the substitution as for the specified product.
- iii. Will coordinate the installation and amend other Work which may be required for the Work to be complete at the Contractor's expense and at no additional cost to the Owner.
- iv. Waives claims for additional costs or time extension which may subsequently become apparent.
- v. Will reimburse the Owner for review or redesign services.

24.2.5 Request for substitution to be made by written application to the Consultant and is to include sufficient data to enable the Consultant to assess the acceptability of requirements, including the following:

- i. All submittal information required for the specified equipment, including all deviations from the specified requirements and/or necessitated by the requested substitution.
- ii. Materials of construction, including material specifications and references.
- iii. Dimensional drawings, showing required access and clearances, including any changes to the work required to accommodate the proposed substitution.
- iv. Drawings and details showing changes if the offered substitution necessitates changes to or coordination with other portions of the Work. Perform these changes as part of the substitution of material or equipment at no additional cost.
- v. Certification that the proposed substitute will adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified with the same or better warranty.
- vi. Information and performance characteristics for all system components and ancillary devices to be furnished as part of the proposed substitution.
- vii. Certification that acceptance of the proposed substitute will not prejudice achievement of Substantial Performance.

- viii. Itemization of all costs including any licenses fee or royalty that will result directly or indirectly from the acceptance of the proposed substitution. Include redesign and cost of claims of any other contract affected by the resulting change.
 - ix. Guaranteed credit or cost reduction offered if the proposed substitution is accepted and a waiver of claims for additional expenses which may subsequently become apparent.
 - x. Recommended maintenance requirements and availability of spare parts and service.
 - xi. Written confirmation from subcontractors and suppliers on cost, schedule, and technical requirements if requested by the Consultant.
- 24.2.6 Consultant will evaluate each proposed substitution. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, or utilized without the Consultant's prior written acceptance by either a Change Order or a reviewed shop drawing. The burden of proof is on the Contractor.
- 24.2.7 Pay the Consultant's cost for evaluating the requested substitution even though the request may be denied, or for additional redesign work required because of any substitution. Costs will be charged on a time and expense basis and will be deducted from progress payments due to the Contractor.

25. Evidence of Quality

It is the Bidder's responsibility to prove their product/service quality meets the WRDSB's requirements and Bidders may be required to submit evidence in a form acceptable to the WRDSB. Substitution of materials, equipment or methods different from those outlined in the specifications / terms of reference will not be accepted unless provided for within the Procurement document or without the written approval of the WRDSB.

26. Force Majeure

If either party is delayed in the performance of their obligations under this Contract by Force Majeure, then the Contract Time shall be extended for such reasonable time as the Owner, and the Supplier shall agree. The extension of time shall not be less than the time lost because of the event causing the delay, unless the parties agree to a shorter extension. Neither party shall be entitled to payment for costs incurred by such delays. Upon reaching agreement on the extension of the Contract Time attributable to the Force Majeure event, the Owner and the Supplier shall execute a Change Order indicating the length of the extension to the Contract Time and confirming that there are no costs payable by the either party for the extension of Contract Time. However, if at the time an event of Force Majeure arises a party is in default of its obligations under the Contract and has received a notice of default shall not excuse a party from its obligation to cure the default(s). For greater certainty, the defaulting party, to the extent possible, must continue to address and cure the default notwithstanding an event of Force Majeure."

Any cause, unknown at the effective date of the Contract and beyond either party's

control, other than financial difficulties, bankruptcy or insolvency, which prevents the performance by a party, or both, of any of their respective obligations under the Contract and the event of Force Majeure did not arise from a party's default and could not be avoided or mitigated by the exercise of reasonable effort or foresight. Force Majeure includes Labour Disputes; fire; unusual delay by common carriers or unavoidable casualties; delays in obtaining third-party licenses, permits, agreements, or approvals (excluding approvals of any Subcontractors or Suppliers of any tier); civil disturbance; emergency acts, orders, legislation, regulations or directives or revoking of funding from any government or other public authority; acts of a public enemy; war; riot; sabotage; blockage; embargo; lightning; earthquake; adverse weather conditions but only if substantially beyond the weather norms of the Place of the Work; acts of God; or declared epidemic or pandemic outbreak or other public health emergency (e.g. SARS, COVID-19)

If in the reasonable opinion of either party to this Contract that performance of the Contract is made impossible by force majeure, then either party shall notify the other in writing and the WRDSB shall either terminate the Contract forthwith without any future payments being made or authorize the Bidder to continue performance of the Contract with such adjustments as may be required by the existence of the force majeure and agreed upon by both parties.

27. Hold Back or Set Off

The WRDSB may hold back payment or set off against payment if, in the opinion of the WRDSB, the Supplier has failed to comply with any requirements of the Contract.

28. Hot Work Procedure

Take all precautions to Work safely and to provide the necessary protection to persons and property from Hot Work. This includes, but is not limited to Brazing, Cutting, Grinding, Soldering, Thawing Pipe, Torch Applied Roofing and Welding. With all such activity these steps are to be followed:

- i. Whenever possible, complete Hot Work in a welding shop or out of doors at the school.
- ii. Flammable liquids, dust lint and oily deposits to be removed from within 50-ft (15m) of Work. Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields.
- iii. Explosive atmosphere in area eliminated. Floors swept clean. Combustible floors wet down, covered with damp sand or fire-resistive tarpaulins.
- iv. All wall and floor openings covered. Fire-resistive tarpaulins suspended beneath Work.
- v. For on-site Work (indoor and out of doors), advise the Head Custodian, Principal, Consultant (if assigned) and Project Coordinator/Lead prior to Work being performed, and of related dangers.

- vi. Where the Fire Alarm system is required to be set to stand-by to discourage false alarms from smoke detectors provide a firewatch throughout the building or structure being worked on. NEVER put the fire alarm system in stand-by mode when the building is occupied by staff or students.
- vii. In the event of a fire because of the Hot Work, notify the fire department immediately. Report incident to the head custodian, the Consultant, if assigned, and Project Coordinator immediately, whether extinguished or not. Provide a fire incident report to the WRDSB.
- viii. Barriers must be set up to protect staff and students (i.e. pylons, shields, and caution tape) from exposure to arc flash and smoke migration.
- ix. Have all necessary doors, windows and/or drapes closed. Confer with the Head Custodian to shut down all fan systems in the area to reduce or eliminate smoke distribution.
- x. Provide and keep fire extinguishers handy and in good Working condition. Temporarily cover all smoke detectors in the area during time of Work.
- xi. Provide a fire watch/spot check for several hours after Work is completed. Uncover smoke detectors.
- xii. On new construction, the requirements of the Hot Work permit may be waived, until such time as either Substantial Completion or Occupancy is granted, whichever comes first.
- xiii. On additions to existing buildings, the requirements for Hot Work permits shall remain in place.

28.2 Hot Work Permit

- i. Each permit is valid for seven (7) days only and must be renewed prior to its expiration date
- ii. The contractor must obtain Hot Work Permits from the WRDSB's representative prior to the start of work.
- iii. The contractor must complete the form as required and must keep the form on site.
- iv. Return each completed form to the WRDSB's representative on the date of expiration.
- v. The most current version of the Permit and its requirements shall be used for the purposes of the Work.

29. Incurred Costs

The WRDSB will not be liable, nor reimburse any Bidder for costs incurred in the preparation of the Bid, or any other services that may be requested as part of the procurement process.

30. Indemnification

The Bidder will indemnify and save harmless and defend the WRDSB, and their respective elected officials, officers, employees, agents and their respective successors and assigns, from and against all actions claims and demands whatsoever which may be brought against or made upon any of the Indemnified Parties and against all losses, liability, judgments, claims, costs, demands or expenses which the Indemnified Parties may sustain, suffer, or be put to resulting from or arising out of the Bidder's failure to exercise reasonable care, skill or diligence in the performance or rendering of any Work or service required hereunder to be performed or rendered by the Bidder, its agents, servants, employees or Subcontractors, or any of them as well as for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of any plans, designs, drawings, specifications, information, negatives, data, material, sketches, notes, documents, memoranda, or computer software furnished by the Bidder in the performance of this Contract.

31. Inspection of Supplier's Work and Equipment.

- i. The WRDSB reserves the right to inspect and/or have demonstration of the products/equipment/services offered prior to award of this Procurement.
- ii. The WRDSB reserves the right to have all work, including maintenance and repair work reviewed by a third-party Contractor, Agency, or Consultant to confirm that work within this Contract is being completed satisfactorily.

32. Insurance Requirements

If selected, it is the responsibility of the Supplier and its Insurance Broker to review all potential operations and exposures to determine if the coverage and limits noted below are sufficient to address all insurance related exposures presented by the specification of the Project, Work, or Supply. The Supplier shall ensure its undertaking, business, and equipment under the following coverage to protect and indemnify and save harmless the WRDSB.

Throughout the term of this Contract (including any renewal thereof), the Supplier shall obtain, upload through bids&tenders and maintain at its own expense, including the cost of any applicable deductible or self-insured retention, the following policies of insurance:

- i. **Commercial General Liability Insurance** shall be in the name of the Supplier, and shall name the **Waterloo Region District School Board** and any other person or party identified in the contract documents, as an **additional insured**, with limits of not less than \$5 Million inclusive per occurrence for bodily injury, death, and damage to property, including loss of use thereof, for itself and each of its employees, *Subcontractors* and/or agents. To achieve the desired limit, umbrella, or excess liability insurance may be used. The policy shall be endorsed to provide the *Owner* with not less than 30 days' notice, in writing, in advance of any cancellation and of change or amendment restricting coverage.

- ii. **Automobile Liability Insurance** in respect of licensed vehicles with limits of not less than \$2 Million inclusive per occurrence for bodily injury, death and damage to property, covering all licensed vehicles owned or leased by the Supplier, and endorsed to provide the Owner with not less than 30 days' notice, in writing, in advance of any cancellation, change or amendment restricting coverage. Where the policy has been issued pursuant to a government-operated automobile insurance system, the Supplier shall provide the Owner with confirmation of automobile insurance coverage for all automobiles registered in the name of the Contractor.
- iii. **Contractor's Equipment Insurance:** If applicable/requested, Broad Form Contractor's Equipment Insurance: The General Contractor shall provide and maintain during the term of the Agreement coverage for construction machinery and equipment used by the Contractor for the performance of the work. Such insurance shall be in a form acceptable to the WRDSB and shall not allow subrogation claims by the Insurer against the WRDSB.
- iv. **All Risk Installation Floater:** If applicable/requested, the General Contractor shall provide and maintain during the term of the Agreement an All Risk Installation Floater Insurance policy covering the installation of any machinery and equipment associated with the construction project. Coverage shall be in an amount equal to the value of the machinery and/or equipment and shall include coverage while it is in transit too, while stored at a temporary location, and awaiting installation at the work site.
- v. **Professional Liability Insurance (Errors and Omissions):** If applicable/requested, Contractors and/or Consultants shall ensure its professional consultants, architects, landscape architects, planners, engineers, including IT providing a professional service in connection with the contract, maintain until three (3) years after the Agreement, Professional Liability Insurance to a limit not less than \$1 Million per claim providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement including but not limited to . design errors, project management mistakes, failure to perform etc. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. Certificates evidencing such coverage shall be supplied to the WRDSB prior to the completion of the project and in accordance with the provisions stated above.
- vi. **Pollution Liability:** If applicable, (i.e., for projects with environmental liability concerns) the General Contractor shall take out and keep in force Contractor's Pollution Liability (CPL) coverage to ensure that its work does not exacerbate any pre-existing environmental conditions during construction. Coverage shall be in an amount of not less than \$5 Million per claim or per occurrence, or such greater amount as the WRDSB may from time to time require, naming the WRDSB as an additional insured, whose coverage shall be maintained in force for 1 year following

the termination of the Contract. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per occurrence limit.

- vii. **Cyber Insurance:** If applicable/requested: In addition to the insurance required under the Agreement, the Contractor shall procure and maintain cyber and network privacy insurance at its sole cost and expense with an aggregate limit of not less than \$1 million per occurrence.

The insurance policy shall include coverage for any and all liabilities, damages, claims, losses, costs, and expenses of any kind that may be incurred by or asserted resulting from or related to: (1) any act, error, omission, or negligence related to the Proponent's technology and/or professional services; (2) intellectual property infringement arising out of software and/or content; (3) breaches of security and/or data; (4) violation or infringement of any right to privacy, or any breach of federal, provincial or local security and/or privacy laws or regulations; and (5) theft, damage, destruction, or corruption of any WRDSB data or any employee, or student of WRDSB, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, the transmission of a computer virus or other type of malicious code.

Evidence of coverage must be provided to the WRDSB within 7 days of the Intent to Award. The policy must be kept in force by the Proponent during the term of this Agreement and for three (3) years (either as a policy in force or Extended Reporting Endorsement) after this Agreement is terminated or after completion of the Project provided for herein, whichever is later. Proof of insurance may be requested during the agreement term and for three (3) years after. If the policy is to be cancelled or non-renewed for any reason, a 90-day notice of said cancellation or non-renewal must be provided to the WRDSB. The WRDSB has the right to request that the Proponent purchase an Extended Reporting Endorsement at the Proponent's sole expense.

- viii. **Provisions:** Prior to the commencement of work, the Supplier shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement. The Certificate shall state that coverage will not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by certified mail to the WRDSB.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the General Contractor and that this coverage shall preclude subrogation claims against the WRDSB and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the WRDSB and any other person insured under the policy shall be considered excess of

the Contractor's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive, or otherwise alter the Contractor's obligation to fully indemnify the WRDSB under this Agreement.

The WRDSB reserves the right to modify the insurance requirements as deemed suitable.

ix. Third Party Claims Process:

- a. The WRDSB's claims process for Third Party claims is to refer the claimant directly to the Supplier and to leave the resolution of the claim with the Supplier. This applies regardless of whether it is an insured loss.
- b. As WRDSB has a responsibility to the taxpayers, we must ensure that claimants are dealt with in a fair and efficient manner. Claims reported to the Supplier, either directly by a third party or through the WRDSB shall be promptly investigated by the Supplier. The Supplier shall contact the third party claimant within 48 hours of receipt of notice of a claim. The Supplier shall initiate an investigation of the claim immediately upon notice, and advise the third party claimant in writing, with a copy to the WRDSB, of its position regarding the claim within 21 calendar days of the notice. The Supplier shall include in its response the reasons for its position.
- c. Should this position not resolve the claim and be accepted by the third party claimant, the Supplier shall immediately report the claim to its Insurer for further review. (Insurer for this purpose is defined as either the Claims Department of the Supplier's Insurance Company or the Claims Administrator at the Supplier's Insurance Broker.) The Supplier's Insurer upon receipt of this claim shall advise the third party claimant by letter, with a copy to the WRDSB, that it is now investigating the claim. When a final position on the claim has been determined, the Supplier's Insurer shall advise the third party claimant by letter, with a copy to the WRDSB. Failure to follow this procedure shall permit the WRDSB to investigate and resolve any such claims.
- d. Nothing herein shall limit the right of the WRDSB to investigate and resolve any such claims notwithstanding the response of the Supplier and/or its Insurer and to seek indemnification from the Supplier or to exercise any other rights under the Contract.
- e. The WRDSB may, without breaching this contract, retain from the funds owing to the Supplier an amount that, as between the WRDSB and the Supplier, is equal to the balance in the WRDSB's favour of all outstanding debts, claims or damages, whether related to this contract.

33. Invoicing and Payment Terms

- 33.1 Submit all invoices to finance-ap@wrdsb.ca for payment at the completion of the Work or after receipt of goods, unless otherwise stated. Not Applicable for Credit Card orders.
- 33.2 Fiscal Year End: All work scheduled within a single school year (Sept 1-Aug 31) must be completed and invoiced received by the WRDSB no later than August 31 of that same school year, unless budgets dictate that work must extend into the following school year and/or mutually agreed upon both parties.
- 33.3 New Account, in advance of invoicing, upon request, Suppliers will provide:
- i. necessary company information to set up a WRDSB account and
 - ii. banking information to receive payment by Electronic Funds Transfer (EFT).
- 33.4 Requests to change company information must be submitted in writing accompanied by a legal document/letter signed by a lawyer on the law firm's letterhead.
- 33.5 Invoices must contain the following information, where applicable, to be deemed complete:
- i. Purchase Order Number
 - ii. Invoice Date
 - iii. Unique Invoice Number
 - iv. Supplier name and address
 - v. Quantity, Unit Price, Unit of Measure and Extended Price
 - vi. Description for each line item
 - vii. Date of Service Call, if applicable
 - viii. HST
 - ix. Payment Terms
 - x. Work Order Number, if applicable
 - xi. Name of WRDSB Project Lead, if known, and
- 33.6 Payment terms shall be net thirty days (30) days after receipt of invoice, unless otherwise agreed by the WRDSB in writing. An early payment discount, if offered, may be considered on a mutual agreement basis. Payment may be delayed if the invoice is incorrect or the goods, equipment and/or services are not acceptable to the WRDSB. The WRDSB will not pay any interest, penalty, or late fee for delayed payments. The WRDSB preferred payment method is Credit Card or EFT, however alternate payment methods may be approved. Suppliers are required to invoice promptly, without delay. For Work that falls under the Construction Act, refer to 34 Construction Act – Proper Invoice.

34. Construction Act – Proper Invoice

The WRDSB will pay such invoice within twenty-eight (28) calendar days of the WRDSB's

receipt of such proper invoice if the work has been performed to the satisfaction of the WRDSB For Work that is governed by the provisions of the Construction Act and the Regulations thereto, the Supplier shall submit its invoices in the form of a Proper Invoice. For the purposes of this section, a "Proper Invoice" shall include the following:

- i. the Supplier's name, address, telephone number, and mailing address.
- ii. the date of the Proper Invoice and the period during which the services or materials for which payment is being made were supplied.
- iii. information identifying the authority, whether in the contract or otherwise, under which the services or materials were supplied.
- iv. a description, including quantity where appropriate, of the services or materials that were supplied during the payment period.
- v. the amount payable for the services or materials that were supplied during the payment period, with a clear identification of the portions of the amount that are holdbacks, and HST.
- vi. the name, title, telephone number, and mailing address of the person to whom payment is to be sent.
- vii. the payment terms as specified by the WRDSB in the Contract.
- viii. the invoice number and if applicable, the revision number.
- ix. the Supplier's HST number.
- x. invoices and time sheets from all subtrades whose work is included in the Proper Invoice, if required in the Contract.
- xi. backup documentation to support any cash allowances and extra work claimed in the Proper Invoice.
- xii. a schedule of values indicating:
 - a. for lump sum contracts, the percentage of work completed per division with each division further subdivided to show the percentage of work completed for each subtrade,
 - b. for unit price contracts, the tender quantity, unit of measure, previous quantity, current quantity, to-date quantity,
 - c. an updated list of change orders, showing the percentage of work completed under each change order, and
 - d. an updated cash allowance list, showing the percentage of work completed in respect of each cash allowance, if required by the Contract.
- xiii. a Statutory Declaration where required by the Contract attesting to the truth of the statements made therein.

35. Interpretive Value of Headings

The headings in this Procurement document or subsequent Agreements are for convenience of reference only and in no manner modify, interpret, or construe the Procurement document or subsequent Agreements.

36. Licenses and Permits

The Supplier will be responsible for applications and fees associated with all licenses and permits required by all governing bodies. The Supplier will attach a copy of all permits, and any other required documentation to the applicable assigned work order for WRDSB records.

37. Locates

All required utility locates must be obtained before any on-site work commences, be available for Supplier operator/employee review, and are the sole responsibility of the Supplier. Any damage to any utility installation arising from work performed by the Supplier or their employees shall be the Supplier's responsibility.

The Supplier will obtain all utility locates in advance of work and all cost(s) associated with obtaining the utility locates will be the Supplier's responsibility.

The Supplier shall possess the ability to supply and or share with the WRDSB Representative utility locates for the sole purpose of Quality Control inspections. This is to be done at no additional cost to the WRDSB.

38. Log Reports

If requested, the Supplier must submit a completed Log Report with invoices. The WRDSB may request more frequent log submissions if it is necessary.

39. Materials - Specifications

Only new materials in perfect condition will be accepted. Demonstrators, seconds, or defective materials are unacceptable. Any materials found not to be in a new condition or as specified will be returned to the Supplier at the Supplier's expense.

40. Material Safety Data Sheets (M.S.D.S.)

Where applicable, a materials safety data sheet (M.S.D.S.), must accompany all purchased goods, that fall under the requirements of the Occupational Health and Safety Act. The WRDSB will not accept any additional charges or surcharges related to the supply of M.S.D.S.

41. Mathematical Errors (Unit Prices Prevail)

Should there be any error in extensions, additions or computations, the WRDSB shall be entitled to correct such errors based upon the unit prices supplied, and the corrected total shall be considered as representing the intention of the Bidder and shall be used as the basis for comparison of bid submissions.

42. No Branding

The Supplier shall not place any sign at the site, public meetings, any public or private property or along curbside prior, during or after the Work without prior written permission of the WRDSB.

43. No Collusion

Bidders/Proponents including any of their agents are prohibited from engaging in any comparison of figures or arrangement with any other individual, corporation or person submitting a Bid/Proposal for the same Work and shall be fair in all respects and shall be without collusion or fraud.

44. No Lobbying

Any attempt by the Bidder or its agents to contact any of the following people, directly or indirectly, with respect to this procurement may lead to disqualification:

- i. any elected or appointed officer.
- ii. any staff of the WRDSB except the Designated Representative as identified in the Procurement Document; or
- iii. any other person connected in any way with the procurement.

45. No Smoking and Scent-Free Environment

The Province of Ontario has legislated under the Smoke Free Ontario Act that smoking is not permitted on any WRDSB owned properties. Furthermore, most WRDSB properties are “scent free”. Smoking will not be permitted on-site. Offenders will be asked to leave the site, and infractions could result in corrective action and or fine.

46. Non-Assignment

No assignment by the Supplier shall relieve the Supplier of any responsibility for the full performance of all its’ obligations under this contract.

The Supplier shall not change its corporate name without the prior written approval of the WRDSB.

47. Non-Disclosure Agreement (NDA)

The WRDSB requires all service providers to sign off on a non-disclosure agreement and for the service provider to complete the Software Privacy and Security Standards Document (if necessary) in accordance with WRDSB procedure AP4790. Prior to any sharing of WRDSB personal, sensitive, or confidential information, the Supplier will be subject to further privacy and security reviews as required. This agreement will be renewed on an annual basis.

48. Ownership of Work

For the purposes of this paragraph:

“Deliverables” means all material prepared by the Bidder forming the Work under this Contract including, without limitation, all electronic media, reports, documents, and instruments of service.

“Intellectual Property Rights” means any and all rights provided under: (a) patent law; (b) copyright law; (c) trade-mark law; (d) industrial design law; (e) any other statutory provision or common law principle applicable to this Contract, including trade secret law;

and (f) any and all registrations and licenses in relation to the foregoing; and

“Personnel” means employees, representatives, agents, and Subcontractors.

The Bidder and the WRDSB acknowledge and agree that the development of the Deliverables and the provision of the Work may result in the creation or development of new intellectual property and may contain or utilize the existing intellectual property of the Bidder or of third parties. Accordingly, the Bidder and the WRDSB agree as follows.

- i. Except as set out in paragraph (b) below, the Bidder hereby assigns and agrees to assign to the WRDSB all right, title and interest, including all Intellectual Property Rights, in and to each Deliverable from the moment of creation, and will cause its Personnel to assign the same. The Bidder will cause its Personnel to waive all moral rights they may have in each Deliverable.
- ii. To the extent that a Deliverable contains or utilizes the intellectual property of the Bidder or a third party (“Retained Materials”), and the Bidder expressly identifies such Retained Materials, the Bidder and the applicable third party will, subject to the following sentence, retain all their respective right, title and interest, including all Intellectual Property Rights, which each may have in such Retained Materials. To the extent that a Deliverable contains or utilizes Retained Materials, the Bidder hereby grants to each of the WRDSB a royalty-free, irrevocable, perpetual, world-wide, non-exclusive license to make, use, sell, modify, prepare derivative works, disclose, publish, sublicense, copy and communicate by electronic means such Retained Materials.
- iii. The Supplier agrees to always cooperate fully and will cause its Personnel to always cooperate fully, with respect to signing such documents and doing such acts and other things reasonably requested by the WRDSB to confirm the transfer of ownership rights in the Deliverables.

49. Patent, Copyright and Other Proprietary Rights

The Bidder (by responding) agrees that the Bid on acceptance by the Designated Representative, becomes the property of the WRDSB. The copyright for respective purchased concepts and/or materials will become the property of the WRDSB unless otherwise mutually agreed upon by the Bidder and the WRDSB.

All reports submitted by the successful bidder, including the “Asbestos Audit Update Report” dated [Month/Day/Year], and any related documentation, shall become the exclusive property of the Board upon submission, including all associated intellectual property rights, except for any pre-existing intellectual property of the contractor unless otherwise agreed in writing.

The consultant shall ensure the accuracy and legal compliance of all submitted materials, which may be verified or audited by the Board.

The Board and its authorized agents may use, reproduce, and disclose the report as necessary to fulfill obligations under applicable legislation, including the Occupational

Health and Safety Act, Ontario Regulation 278/05, and relevant privacy laws such as but not limited to Freedom of Information and Protection of Privacy Act (FIPPA), the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

All information shall be treated as confidential and shall not be disclosed by the consultant to third parties without prior written consent from the Board representative, unless required by law.

All Bids, other documents as well as correspondence are subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

50. Performance

- i. Where the Supplier is in default in conducting any of its obligations under the contract, the WRDSB may issue a verbal warning outlining the deficiency in supply or other aspects of performance and requiring the Supplier to correct those deficiencies within such period as stated.
- ii. If the deficiency is not corrected within the time specified, or there is a further instance of deficient performance, the WRDSB may issue a written notice to the Supplier, identifying the deficiency in performance and setting a final date or period for its correction.
- iii. If corrective steps are not taken by the final date or within that time, the WRDSB may terminate the Contract and take corrective action.
- iv. Termination of any Contract can be immediate depending on the severity of the default.
- v. The Supplier shall have no right to perform the services contemplated under this agreement beyond the time when such services become unsatisfactory to the WRDSB; and in the event that Supplier shall be discharged before all the services contemplated hereunder have been completed, or the services are for any reason terminated, stopped or discontinued because of the inability of the Supplier to serve under this agreement they shall be paid only for that portion of the Work which shall have been satisfactorily completed at the time of termination.
- vi. Where deemed appropriate, a performance evaluation shall be completed by the WRDSB. The evaluation report shall be reviewed with Procurement Services, and a copy of the completed evaluation forwarded to the Supplier for their records. Dependent on the evaluation scoring, the WRDSB may request a corrective action plan and/or project size/value may be affected on future bid opportunities for your company.

51. Permits and Licenses

Unless stated otherwise, the Supplier shall apply for all required permits and licenses, supply all necessary notices required for the Work and pay all required fees. These costs

shall be included in the Total Price. A copy of all permits, and any other required documentation shall be provided to the WRDSB upon request.

52. Proceedings Against the WRDSB

The Bidder represents and warrants that the Bidder is not a party to any legal suits, actions, litigation proceedings, arbitrations, alternative dispute resolutions, investigations, or claims (Hereinafter collectively referred to as "Claims") by or against or otherwise involving the WRDSB and the Bidder. The WRDSB may reject any Bid in the event of potential, current, pending, or threatened litigation, arbitration, alternative dispute resolution, or disputes involving the WRDSB and the Bidder.

53. Protection of WRDSB Assets

The Supplier (the Supplier / Subcontractor) shall be informed of and protect all WRDSB assets including existing structures and vehicles, to the satisfaction of the WRDSB. Any damage shall be reported to the WRDSB and subsequently repaired and/or replaced by the Supplier, at their expense, to the satisfaction of the WRDSB. The Supplier shall not cause any inconvenience to WRDSB operations, staff, public or users of the WRDSB facilities, within reason. Communication between the successful Supplier and the school (or WRDSB representative if school contact is not available) must be timely and effective to ensure all stakeholders are considered / aware of work to be completed.

54. Records, Inspection, Audits

The WRDSB will have the right, upon reasonable notice, to full access to the accounts and records of the Supplier in respect of the goods, services and equipment provided by it under the Contract, for the purposes of inspection and/or audit. The Supplier shall make and retain such records during the term of the Contract and for a minimum of seven (7) years following its termination, cancellation, or expiry.

55. Reserved Rights of the WRDSB

The WRDSB reserve the right, in their respective sole and unfettered discretion, to:

- i. Reject any Bid received from a Bidder which is party to any potential, current, past or existing suits, actions, and litigation proceedings, arbitrations, alternative dispute resolutions, investigations, Bidder performance evaluations that are below expectations, significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements or claims by or against or otherwise involving either of the WRDSB and the Bidder.
- ii. waive formalities and accept Bids which substantially comply with the requirements of this tender.
- iii. accept any Bid in whole or in part.
- iv. accept, reject, or cancel any or all Optional or Provisional pricing.
- v. discuss with any Bidders different or additional terms to those contemplated in this Procurement Document or in any Bid submission.
- vi. make public the names of any or all Bidders.

- vii. accept or reject equivalent or alternative brand names.
- viii. check references other than those provided by any Bidder.
- ix. Verify with any Bidder or with a third party any information set out in a Bid.
- x. reject any, or any part of, any or all Bids, or cancel the bidding process at any stage and/or issue a new Bid call for the same or similar deliverables.
- xi. disqualify any Bidder:
 - a. whose Bid contains misrepresentations or any other, inaccurate, or misleading information, or any qualifications within its Bid,
 - b. who has engaged in conduct prohibited by the Procurement Document,
 - c. with inadequate credentials or due to unsatisfactory past performance,
- xii. reject Bid(s) from Bidder who has engaged in lobbying or has contravened any of the terms of the Procurement Document.
- xiii. reject a Bid based on:
 - a. information provided by references or credit check or other due diligence efforts,
 - b. the information provided by a Bidder pursuant to the WRDSB exercising its clarification rights under the procurement process, or
 - c. other relevant information that arises during the procurement process.
- xiv. choose to reject a Bid if only a single Bid is received and cancel the bidding process or enter direct negotiations with the sole Bidder.
- xv. accept a Bid other than the lowest or highest scoring and/or to not accept any Bid for any reason whatsoever.
- xvi. award the contract as split-order, lump sum or individual-item basis, or such combination as shall best serve the interests of the WRDSB.
- xvii. negotiate in circumstances permitted for in the Bid document or by relevant policies, or directives, and include additional terms and conditions during the process of negotiations.
- xviii. no longer consider a Bidder if a satisfactory outcome is not reached as part of negotiation, as determined by the WRDSB in their sole discretion and move to the next highest ranked Bid in such event.
- xix. select a Bidder other than the Bidder whose Bid reflects the lowest cost to the WRDSB and/or award the Contract to any Bidder.
- xx. award any business/Work described in this Procurement to more than one (1) Bidder.
- xxi. not award the Contract if the costs of completing the Work exceed budget funding; or do not respond to all requirements or do not represent fair market value or where necessary internal approvals are not obtained, and
- xxii. if the WRDSB receives a bid from a Supplier with Rates that are abnormally lower than the Rates in other Bids, the WRDSB may verify with the Bidder that the Bidder satisfies the conditions for participation and can fulfill the Agreement.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances. The WRDSB shall not be liable for any

expenses, costs or losses suffered by any Bidder or any third party resulting from the WRDSB exercising any of its express or implied rights under this bidding process.

56. Responsibilities of the Supplier

Acceptance of a purchase order issued by the WRDSB and/or a signed agreement shall constitute a contract (the "Contract") between the WRDSB and the Supplier, which shall bind the Supplier on their part to furnish and deliver the goods, equipment and services at the prices given and in accordance with the conditions of the Procurement document.

The Supplier shall:

- i. perform the Contract in accordance with the specifications, terms and conditions under which it is awarded.
- ii. act in a professional manner always when dealing with WRDSB staff, with the public, and while working on site.
- iii. not, except with the consent of the WRDSB in writing, release information relating to any subsequent order for advertising, promotional or technical purposes or otherwise give it publicly in any fashion, nor shall the name of either of the WRDSB be used for, or in connection with, any advertising or promotional purpose of the Supplier.
- iv. treat information gained while working with the WRDSB confidentially and not use it for any other project and return it to the WRDSB if requested.
- v. submit to Finance – Accounts Payable, an invoice for payment at the completion of the Work, unless otherwise stated. All applicable taxes, including HST, are to be itemized separately on invoices. Include the purchase order number on each invoice; and
- vi. provide necessary information if they wish to receive payment by Electronic Funds Transfer (EFT).

57. Site and Work Examination

- i. Bidders will accept the site conditions, and the requirements of the Work, as is. No modifications to the Bid will be accepted after the Closing Time.
- ii. No claim for extras will be allowed for Work or difficulties encountered due to conditions of the site which were visible, knowable, or reasonably inferable, prior to the time of submission of Bid. Bidders shall accept sole responsibility for any error or neglect on their part in this regard.
- iii. Before submitting a Bid, each Bidder shall:
 - a. carefully examine this entire Procurement Document to determine the extent of the Work, and various provisions including the maps, drawings, reports and specifications.

- b. immediately report all discrepancies between the various documents and site conditions.
- c. provide the names of Subcontractors, subconsultants, and suppliers to whom the Bidder intends to sublet a portion or portions of the Work with complete information as to the requirements of the Work. This is to include maps, drawings, reports, specifications, and all requirements of the Procurement Document including any addenda.
- iv. In the event of discrepancies between the maps, drawings, reports, and the specifications regarding quantity or quantities of materials or items, and in the absence of Addenda in clarification of said discrepancies, the Bidder is to include for the larger quantity or quantities.
- v. No additional payments will be made for any costs incurred through failure of the Bidder to abide by provisions stipulated in all the articles and sub-articles of this item.
- vi. Any soils investigation, environmental, geotechnical, or other reports prepared or obtained with respect to the Place of the Work (collectively the "Reports") are available from the Consultant. Where the Work involves existing buildings, structures, facilities, plant or equipment, any reports, data, or as-built drawings concerning such buildings, structures, facilities, plant or equipment (collectively the "Data") are available from the Consultant. The Reports should not be considered a representation of the site conditions of the entire Place of the Work, and the Reports and Data are provided for general information and guidance purposes only. Neither the Owner nor the Consultant guarantees the accuracy or completeness of the Reports or the Data, nor does either assume any responsibility for any interpretations or conclusions that bidders may make or draw from the Reports or the Data.
- vii. Each Bidder is solely responsible, at its own cost and expense, to conduct its own independent research and due diligence, or to perform any other investigations considered necessary by the Bidder to satisfy itself as to all existing conditions. The Bidders' obligations set out in this paragraph apply irrespective of any Reports, Data or any information contained in the Bid Documents.
- viii. No allowances will be made for additional costs, and no claims will be entertained in connection with conditions which could reasonably have been ascertained by investigation or other due diligence undertaken prior to the Submission Deadline, and/or in connection with Work which is required and which is reasonably inferable from the Bid Documents, the Reports and/or Data as being necessary.

58. Site Existing Services, if applicable

The position of utility pole lines, underground conduits, and services, watermains, sewers and other underground and over ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference

documents is not guaranteed. The WRDSB will not be responsible for damages or extra work caused or occasioned by the Supplier relying on this or any other information or records.

Before starting work, the Supplier shall familiarize themselves of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the Supplier themselves, the costs involved shall be borne by the Supplier. The Supplier will be responsible for any fees that may be associated with these services.

59. Site Inspection and Control

A representative of the WRDSB (appointed by the WRDSB) reserves the right to enter the site at any time for the review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless these comments are made by the representative and submitted to the Supplier in written form.

60. Site Investigation

Bidders shall not rely solely upon information furnished by the WRDSB but shall do their own investigation of the locations and quantity of the work to be completed under this contract.

The Bidder assumes all risk of conditions, existing or arising, in the course of the work, which might or could make the work or any items therefore more expensive in character, or more onerous to fulfill, than was contemplated or known when the Bid was made, or the Contract signed.

61. Site Safety and Clean Up

For safety of students, staff, and community members alike, it is expected that cleanup operations will progress with the job.

Repair work will be conducted by skilled workers acceptable to the WRDSB Representative, under the liability of the Supplier.

The WRDSB Authorized Representative must approve all repairs and replacements prior to final payment.

62. Suspension of Bidders

At the sole discretion of the Manager of Procurement Services, any Bidder may be suspended from consideration for default of delivery, unsatisfactory performance, safety concerns, lobbying or contravention of the Procurement Document.

63. Sustainable Purchasing

The procurement needs of the WRDSB represent a significant level of responsibility to demonstrate leadership and support for greener business practices. Integrating

environmental performance and impact into supply chain decisions is a commitment to improvement of the environment and the quality of life.

Green procurement shall be viewed in the context of achieving value for money for the total life-cycle costs. It requires the inclusion of environmental impact considerations into the procurement process, including planning, acquisition, use and disposal. Value for money should include the consideration of environmentally tangible and intangible factors when determining the total life-cycle costs and environmental impact.

64. Termination

If the Supplier fails to comply with any provision of this agreement or otherwise fails to fulfil its obligations hereunder in a competent manner satisfactory to the WRDSB, the WRDSB may give the Supplier notice in writing of such failure. If the Supplier has not remedied its failure within ten (10) working days of the said notice, the WRDSB shall be entitled to exercise any one or more of the following remedies:

- i. The WRDSB may terminate the contract without further notice and exercise its rights to the Contract security provided by the Supplier.
- ii. The WRDSB may withhold any payment due to the Supplier hereunder until the Supplier has remedied its failure.
- iii. The WRDSB may engage the services of another Bidder to remedy the Supplier's failure and obtain reimbursement therefore from the Supplier. The said reimbursement may be obtained either through deduction from any amounts owing to the Supplier hereunder, or through any other legal means available to the WRDSB; or
- iv. The WRDSB may assert any other remedy available to it in law or equity.

Unless the WRDSB expressly agrees to the contrary, any failure of the WRDSB to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of the WRDSB to subsequently obtain such remedies.

65. Termination for Convenience

The WRDSB may terminate the Contract, in whole or in part, whenever the WRDSB determine that such termination is in the best interests of the WRDSB without showing cause, upon providing written notice to the Supplier. The WRDSB shall pay all reasonable costs incurred by the Supplier/Contract up to the date of termination considering the Work performed and/or services were provided in accordance with the Contract and to the complete satisfaction of the WRDSB. Payment shall be in accordance with prices as per Contract. However, in no event shall the Supplier be paid an amount, which exceeds the Total Bid Price. The Supplier will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

66. Termination for Lack of Funding

Should the WRDSB fail to appropriate funds to enable payments including multi-year agreements, the WRDSB may cancel the contract without termination charges, provided the Supplier receives thirty (30) days written notice of such termination from the WRDSB.

67. Tools and Equipment

All equipment and methods used to fulfill this contract shall be in accordance with best practices, guidelines, regulations, and standards with respect to safety and quality.

No equipment, tools or materials are to be stored or left overnight within WRDSB property.

At the time of bid, if requested, the bidders will indicate the type of equipment that will be used to fulfill the terms and conditions of this contract. Prior to the WRDSB entering into an agreement with the Supplier, or at any time during the contract, the WRDSB may, at its discretion, request an inspection of the equipment proposed for use.

It is the responsibility of the Supplier, in the event of a major mechanical equipment breakdown, to have available substitute equipment of similar capability. It shall be supplied and put into service to fulfill the requirements of this procurement. Failure to provide alternative equipment within expectations specified within this procurement may result in termination of the contract. It is the responsibility of the Supplier to ensure work continues and deadlines are met, despite any unforeseen interruption because of equipment failure.

It is the Supplier's responsibility to ensure that the equipment and the operator, are licensed in accordance with the Ministry of Transportation. The WRDSB may, at their discretion, require the Supplier to provide proof that the equipment has passed a recent (within the last 12 months) government safety inspection and that the operators are suitably licensed prior to commencement of the contract. All vehicles, tools, equipment, and voltage rated gloves requiring dielectric testing shall have current certification and all applicable documentation.

The equipment must be in good working order, and the Supplier is responsible for all general and preventative maintenance, fuel, and repair and those costs shall be included in the bid. All preventative maintenance and repairs are to be conducted off peak hours. No other charges to the WRDSB shall apply.

68. Traffic/Pedestrian Safety

Vehicles, including Couriers and movable Equipment/Machinery must take all precautions to avoid entering or driving on WRDSB premises during nutritional breaks, before and after school hours, or anytime there are students or staff outside of the building.

69. Traffic Control and Site use

Supplier's activities shall be limited to areas for work and storage as directed by the WRDSB. Except where expressly permitted by the WRDSB, materials and/or equipment must not be stored within four metres of the travelled portion of any roadway. Notwithstanding the foregoing, the Supplier shall, at their own expense, remove any equipment or material, which, in the WRDSB's opinion, constitutes a traffic hazard.

The Supplier shall plan and schedule the routes of vehicles transporting all materials to, from or within the job, so that vehicular movements are accomplished with minimum interference and interruption to traffic. This will necessitate vehicles to "slip off" or "slip on" in the direction of traffic lanes.

The Supplier shall maintain the adjacent side streets in a condition free from debris resulting from their operations, such as materials spilling from trucks. It is expected that the Supplier shall regularly inspect the surface condition of these streets and promptly dispose of all the debris.

Should the Supplier be unable to conduct the required remedial measures, the WRDSB may conduct the necessary maintenance and the costs for the work shall be deducted from payments due to the Supplier.

The Supplier shall, at his own expense and to the satisfaction of the WRDSB, provide all vehicular traffic control equipment, signs, material, and labor required to perform the work in a safe manner in accordance with the "Occupational Health and Safety Act" and the "Ontario Traffic Manual" (Book 7). The Supplier shall assure that all required forms are completed and on-site for inspection. In the event a traffic control company is contracted for the purpose of signage, information regarding the Supplier must be included in the quotation and included with the bid price.

The Supplier shall be responsible for the supply of traffic flag person(s) where required under the "Ontario Traffic Manual" (Book 7), with all costs included in the base unit price.

70. Usage Reports

The WRDSB, at no additional cost, may request detailed usage reports or activity log reports in Excel (unprotected) to be provided annually or upon request. Reports may include but are not limited to descriptions, codes, quantities, extended quantity, price.

71. Variation of Bid Prices

No variation in the Total Price, unit prices and/or optional pricing will be permitted after Closing Time, except in the instance of variation solely due to an increase or decrease in the rate of eligible taxes, beyond the control of the Bidder, occurring after the time of submission of their Bid. An increase or a decrease in the rate of eligible taxes, under these circumstances, shall alter the price of the Bid, but only to the extent of the tax increase or decrease.

72. Volume and Exclusivity

Quantities and/or WRDSB sites may be added, deleted, or adjusted at the discretion of

the WRDSB due to but not limited to unintentional omissions, inventory adjustments, new schools/school closures, and/or budget restraints.

The WRDSB makes no guarantee of value or volume of work to be assigned to the Supplier. Any agreement executed with the Supplier may not be an exclusive contract for the provision of the described goods/services. The WRDSB reserves the right to contract with other Supplier for good(s) and/or service(s) of the same as or like the deliverables or may obtain such good(s) and service(s) internally.

73. Waiver

No term or provision of the Procurement Document shall be deemed waived, and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented to the breach. No consent by a party to, or waiver of, a breach under the procurement process shall constitute consent to, waiver of, or excuse for any other, different, or subsequent breach.

The WRDSB does not accept responsibility for any information or any errors or omissions which may be contained in the Procurement Document, or the data, materials or documents disclosed or as provided to the Bidders pursuant to the procurement. The WRDSB make no representation or warranty, either expressed or implied, in fact or in law with respect to the accuracy or completeness of the Procurement Document or such data, materials or documents and the WRDSB shall not be responsible for any actions, costs, losses or liability whatsoever arising from any Bidder's reliance or use of the Procurement Document or any other technical or historical data, materials or documents provided by the WRDSB. The Bidder is responsible for obtaining its own independent financial, legal, accounting, and technical advice with respect to any information included in the Procurement Document or in any data, materials, or documents provided or required by the WRDSB.

74. Warranty and Maintenance

The Supplier, at the time of substantial completion, shall furnish a written warranty covering material, maintenance, and work performed under the contract for a minimum period of two (2) years from the date of completion, unless otherwise stated. Individual sections may extend warranties beyond the two (2) year time frame. The Supplier is responsible for all required maintenance complete with materials and labour during the warranty period.

75. Work Continuity

The Supplier shall take adequate care to protect the Work, the WRDSB's property, adjacent properties and shall be fully responsible for any damage or injury due to their act or neglect or is attributable to the acts or omissions of the Supplier, its Subcontractors, sub-suppliers, agents, employees, officers, directors, and all other persons and other entities for whose acts the Supplier may be liable or for whom it is responsible in law and their respective officers, directors, agents and employees.

The Supplier shall ensure minimal to no disturbance to the user(s) of the surrounding facilities. Replacement and repairs due to any damage caused to any existing structure, WRDSB equipment, public assets or private property during the Work shall be the responsibility of the Supplier.

76. Work Requirements

The Supplier shall perform entire work with minimal to no disturbance to the routine operations of the respective facility. Further, the Supplier shall ensure safety of WRDSB assets, students, staff as well as public always.

77. Workplace Safety Insurance Board (WSIB) Certificate

The WRDSB requires all Suppliers and service providers be in full compliance with all requirements imposed upon them by the Workplace Safety Insurance Board. All certificates of training and Safety Policies and Manuals must be available for presentation upon request.

Prior to a formal award and commencing the services covered by this Procurement, the recommended Bidder(s) make available to the WRDSB a copy of certificates of good standing with the Workplace Safety and Insurance Board (“WSIB Certificates”) listing appropriate NAICS Code and Code Description stating that the Supplier/consultant and all of its subcontractors/consultants have complied with the requirements of the Workplace Safety and Insurance Act and in particular, that all requisite premiums under such Act have been paid. Where the Bidder is exempt from registration with the WSIB, the Bidder must provide evidence of such by way of written confirmation from WSIB.

WSIB Certificate evidencing renewal or replacement of Certificates listing appropriate NAICS Code and Code Description shall be uploaded through the Bidding System within 72 hours of the expiration or replacement of the current certificate, without demand by the WRDSB.

END OF SECTION

March 4, 2026

Client: Martin Simmons Sweers Architects
200-113 Breithaupt Street
Kitchener, ON N2H 5G9

RE: WRDSB Avenue Road Renovations
Cambridge, ON

Job #: 25399

Attn: Cathy MacLellan, B.Tech., LEED AP/Cameron Oliver/Greg Piccini

ADDENDUM 01

MECHANICAL

Item 1

1.0 **Q:** Please provide the mechanical specifications, as only mechanical drawings have been received to date.

A: Mechanical specifications are part of the mechanical drawings, see drawing M102 – Specifications.

Item 2

2.0 **Q:** Please confirm whether the exhaust hood, dishwasher, and refrigerator are included in the contractor's scope, and if yes, please provide the specifications and approved manufacturers.

A: Exhaust hood (RH-1) to be supplied by mechanical contractor.

Item 3

3.0 Reference Drawing 201 and Attached Sketch SKM-1

.1 Remove existing 20ø cold water pipe complete to main and provide new 25ø cold water pipe as indicated, branch cold water pipe serving WC-1 to be 25øCW.

ELECTRICAL

Item 1

1.0 **Q:** Can you clarify, E202 diagram 'A' Note#1 states the projector control box is to be demolished, and then on E302 diagram 'A' in the same spot Note#1 indicates a junction box for a relocated panel. What exactly is in this area and what is to be done with it?

A: Projector box is to be removed and reinstalled as required for renovation. Note#1 to be removed from Classroom 21 on drawing E302.

Item 2

2.0 **Q:** Please clarify who the current fire alarm provider is.

A: Edwards Quickstart



Item 3

3.0 **Q:** Please clarify whether the existing breakers are QOB or QOB-VH. This dictates the kA rating needed for new breakers.

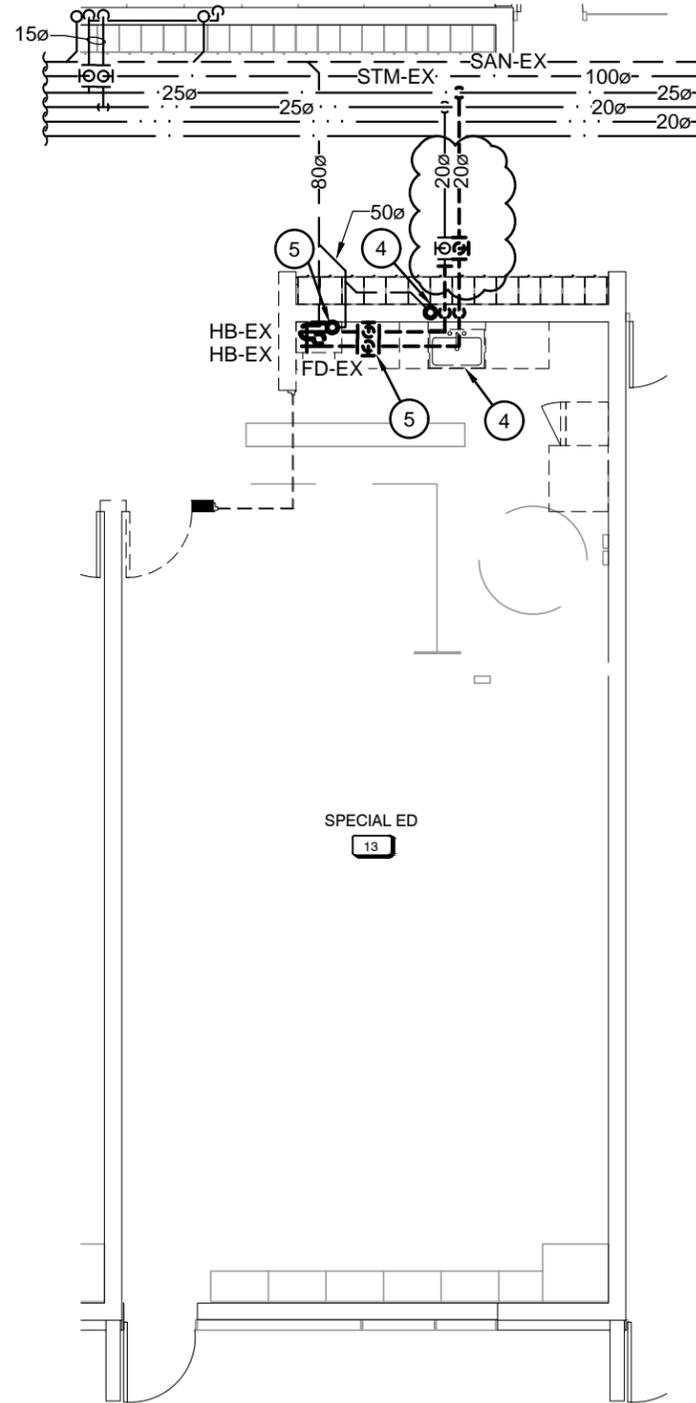
A: Breakers in existing panels are rated for 10kA.



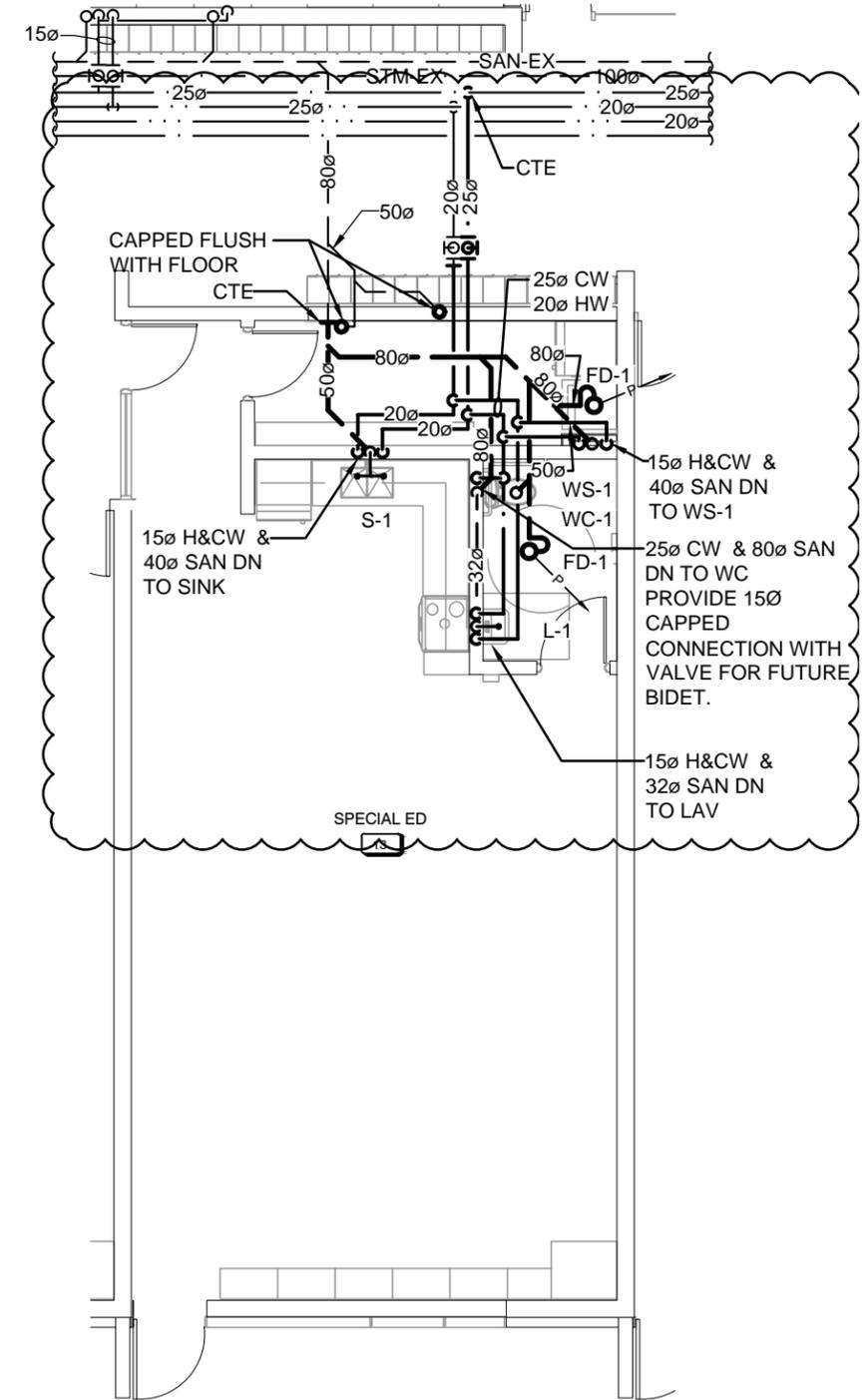
Dustin McConkey, LEL

Partner

25399 Addendum 01 (M&E-Various)(SKM-1) Mar 4 26
sv/haw/kk



AREA C - SPECIAL ED - DEMOLITION
SCALE: 1:100



AREA C - SPECIAL ED - RENOVATION
SCALE: 1:100